

**CARSON TAHOE REGIONAL HEALTHCARE**  
**and the**  
**CARSON-TAHOE HEALTHCARE EMPLOYEES**  
**ASSOCIATION**



**CONTRACT**  
**2022 – 2024**



**CARSON TAHOE**  
**Regional Healthcare**

**CARSON CITY, NEVADA**

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AGREEMENT BETWEEN THE

CARSON TAHOE HEALTH SYSTEM, Inc., a Nevada Nonprofit Corporation  
and the  
CARSON-TAHOE HEALTHCARE EMPLOYEES ASSOCIATION

DURATION AND TERMINATION

The term of this agreement shall be from January 1, 2022 –December 31, 2024.

Notwithstanding the above, either party may request renegotiation of any issue contained herein, and if upon mutual consent to negotiate and if the issue is agreed to by the Hospital and the Association, the Agreement may be amended. A party proposing a matter for renegotiation shall give fifteen (15) days written notice to the other party describing in detail the subject to be discussed, except on waiver of notice by the other party. The serving of the fifteen (15) day written notice is not to be construed as forcing either party to agree to negotiate the issues.

In the event any provision of this agreement shall at any time be declared invalid by any court of competent jurisdiction or through governmental regulations or decree, such decision shall not invalidate the entire agreement, provided however, upon such invalidation the parties agree to meet and negotiate such parts or provisions affected. It being the expressed intention of the parties thereto that all other provisions not declared invalid shall remain in full force and effect.

In the event the Federal Government or an agency of the Federal Government nullifies or indicates non-acceptance of any portion of this agreement, such portion shall be suspended and the parties shall meet promptly to negotiate such parts or provisions affected.

FOR THE ASSOCIATION

FOR THE EMPLOYER

Signature on File  
FRANCIS FLAHERTY  
CHIEF NEGOTIATOR  
CARSON-TAHOE HEALTHCARE  
EMPLOYEES ASSOCIATION

Signature on File  
MICHELLE MILLER  
CHIEF NEGOTIATOR  
CARSON TAHOE HEALTH SYSTEM

Signature on File  
Tina Chill, CTHEA Vice President

Signature on File  
Alan Garret  
Chief Executive Officer and President

Signature on File  
Tracy Hildman

Signature on File  
Allen Fink, D.O.  
Vice President and Chief Medical  
Officer of Carson Tahoe Health  
System

Signature on File  
Dave Danen

Signature on File  
Valerie Martinez

## ARTICLE 1 – DESIGNATIONS

As used in this Agreement, the term "Hospital" or "CTH" shall mean: Carson Tahoe Regional Healthcare a Nevada nonprofit corporation Tax ID (88-0502320); Carson Tahoe Health System, a Nevada nonprofit corporation, Tax ID (88-0502318) Carson Tahoe Continuing Care Hospital, Tax ID (26-1635811); Carson Tahoe Physician Hospital Organization LLC, Tax ID (39-2078486); Carson Tahoe Medical Group, Tax ID (02-0566741); their Boards of Trustees, Chief Executive Officers, administrative and supervisory personnel, and non-bargaining unit representatives of their designation, and the term "Association" shall mean Carson-Tahoe Healthcare Employees Association, Inc., or CTHEA, its Board of Directors, or designated representatives. Unless as otherwise stated herein, the term "Hospital" does not include facilities owned, leased, joint ventured or otherwise operated by the Hospital or which own the Hospital unless the facility or operation is staffed by employees of the Hospital.

## ARTICLE 2 - PURPOSE OF THIS AGREEMENT

### Section 1:

WHEREAS, it is the intent of the Hospital and Association to comply with applicable laws, through a system of employee-employer cooperation to foster and improve the well-being of employees, and maintain high standards of work performance on behalf of the physicians, staff and patients using the Hospital facilities, and

WHEREAS, the employees in the bargaining unit covered by the agreement have, by majority vote, stated their desire to be represented in their employment relations with the Hospital by the Association, the Association has been voluntarily recognized by the Hospital Board of Trustees in accordance with law and the National Labor Relations Act (hereinafter called the "Act", or any applicable successor statute), as the representative of said employees.

NOW, THEREFORE, the Hospital and Association, in consideration of the mutual covenants set forth, and intending to be bound by this Contract and Agreement, agree as follows:

## ARTICLE 3 - RECOGNITION

### Section 1:

The Association is recognized as the "sole and exclusive" bargaining representative concerning employees in the Bargaining Unit.

### Section 2:

The Bargaining Unit referred to within this agreement shall include but is not limited to all those hourly full and part time classifications not excluded by Sections 3 and 4 and identified in Appendix A (attached hereto) and updated and revised according to Article 14 Section 2.

### Section 3:

All non-Bargaining Unit classifications as defined in Section 4, Per Diem, Leased, Traveling or Temporary employees, whether or not these employees are in a classification as set forth in Section 2 shall not constitute a part of the bargaining unit. The Hospital reserves all rights to develop pay and other benefits for these employees which may or may not be similar to those set forth herein.

### Section 4:

Classifications excluded from the Bargaining Unit are department directors, salaried (exempt from overtime) and supervisory and confidential employees as defined in the Act. Upon written request from the Association, the Hospital shall provide a current list of non-Bargaining Unit classifications.

### Section 5:

The Association and its members, as individuals or as a group, will not initiate, cause, permit, or participate or join in any strike, work stoppage or slowdown, or any other restrictions of work, at any location in the Hospital during the term of this agreement. Employees in the Bargaining Unit, while acting in the course of their employment, shall not honor any picket line established in the Hospital by CTHEA or any other labor union or organization when called upon to cross picket lines in the line of duty. Disciplinary action, including discharge, may be taken by the Hospital against any employee or employees engaged in violation of this Article.

### Section 6:

In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line, or other restrictions of work in any form either on the basis of individual choice or collective employee conduct, CTHEA will immediately, upon notification, attempt to secure an immediate orderly return to work. This obligation and the obligations set forth in this section shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage.

### Section 7:

There shall be no lockout of employees during the life of this agreement.

## ARTICLE 4 - MANAGEMENT RIGHTS

### Section 1:

The Hospital retains all rights and all powers not explicitly limited by this contract, such rights include but are not limited to the following:

- a) To determine the nature and extent of services to be performed, as well as the right to determine and implement its function and responsibility.
- b) To manage all facilities and operations of the Hospital including the methods, means and personnel by which the Hospital operations are to be conducted except for safety considerations of the employee.
- c) To schedule working hours and assign work except for safety considerations of the employee.
- d) To establish, modify or change work schedules.
- e) To direct the work force, including the right to hire, assign, promote, demote or transfer any employee. This does not include the right to assign or transfer an employee as a form of discipline.
- f) To determine the location of all work assignments and facilities.
- g) To determine the layout and the machinery, equipment or materials to be used.
- h) To determine processes, techniques, methods and means of all operations, including changes, allocation or adjustments of any machinery or equipment.
- i) To determine the size and composition of the work force.
- j) To determine policy and procedures affecting the selection or training of employees.
- k) To establish, assess, modify and implement employee performance standards including, but not limited to, quality and quantity standards; the assessment of employee performances; and the procedures for said assessment. When practicable, the Association will be provided copies of proposed changes in advance.
- l) To control and determine the use and location of Hospital employees, property, material, machinery or equipment.
- m) To schedule the operation of and to determine the number and duration of shifts.
- n) To determine and enforce safety, health and property protection measures and require adherence thereto.
- o) To transfer work from one job site to another or from one location or unit to another.
- p) To introduce new, improved or different methods of operations, or to change existing methods.
- q) To layoff employees from duty for lack of work, lack of funds or for organizational efficiency.
- r) To reprimand, suspend, discharge or otherwise discipline employees consistent with the terms and provisions of the Agreement. In disciplinary actions, post-introductory {post-probationary} employees may only be reprimanded, suspended, demoted or terminated for just cause.
- s) To establish, modify, determine or eliminate job classifications (as "classification" is defined in Article 6 of this Agreement) and allocate Hospital positions to such classifications.

- t) To promulgate, modify and enforce work rules, safety rules, and regulations.
- u) To take such other and further action as may be necessary to organize and operate the Hospital in the most efficient and economical manner and in the best interest of the public it serves.
- v) To contract or subcontract any work with outside public or private entities, consistent with the employer's obligation to negotiate over the effects of any such action on the rights of current employees.



## ARTICLE 5 - NON-DISCRIMINATION

### Section 1:

The Hospital agrees not to interfere with, restrain, or coerce any employee in the exercise of any right guaranteed in the Act. The Association agrees not to interfere with, restrain, or coerce any employee in the exercise of any right guaranteed in the Act. Enforcement of this provision shall be done solely through the mechanism set forth in the Act.

### Section 2:

The Hospital agrees that work rules, policies and procedures will be interpreted and applied uniformly to all Full-time and Part-time employees in similar circumstances.

## ARTICLE 6 - DEFINITIONS

### Section 1:

For the duration of this agreement the following definitions will apply:

FULL-TIME EMPLOYEE: An employee who is classified and designated by management to work eight (8) or ten (10) hour shifts and is regularly scheduled to work eighty (80) hours per pay period or an employee who is classified and designated by management to work twelve (12) hour shifts and is regularly scheduled to work seventy-two (72) hours per pay period is a Full-time employee.

PART-TIME EMPLOYEE: An employee who is classified and designated by management to regularly work a flexible schedule of forty (40) or more but less than seventy-two (72) hours per pay period and is scheduled as such is a Part-time employee.

REGULAR RATE OF PAY: Is defined as the straight time rate of pay per hour for an employee's pay grade within the employee's regular job classification.

ANNUAL EVALUATION DATE: Date assigned for fulfillment of employment requirements, regular performance evaluation, and adjustment, if any, of employee's wages.

CLASSIFICATION: A collection of duties and responsibilities assigned to one or more positions which are similar enough to allow for the designation of a common title and minimum qualifications.

DEPARTMENT: A component of the healthcare or Hospital operations that may or may not occur at a single location. The Hospital and CTHEA have agreed on the list of department groupings and departments included in Appendix D. At which time new department groupings or departments are created, the Hospital and CTHEA shall meet to discuss and decide whether the new department belongs as an individual department or under a current grouping. Grouped departments are treated as one department for purposes of Article 16 – Layoffs.

SENIORITY: Seniority for an employee shall be their total length of continuous benefit service since their hire date into a benefitted position with the Hospital and includes prior continuous service with the predecessor Carson-Tahoe Hospital (Public County Hospital) but excludes any non-benefitted employment, e.g. casual or per diem employment, with either entity.

- A. The following shall constitute a break in continuous benefit service, seniority, and status as an employee:
1. A voluntary termination
  2. A discharge for just cause
  3. A layoff status of more than twelve (12) months
  4. Death or retirement

5. Change of status to per Diem or casual
- B. In the event of a break in service, the employee's continuous benefit service date will be the date the employee returns to a benefitted position.

BASE PAY or SALARY DEFINED: Base pay or salary as used in this agreement is the employee's base hourly rate and is exclusive of any shift and weekend differential, overtime or any other premium pay paid pursuant to this agreement.

DAY/DAYS: Use of word "day" or "days" in this agreement shall be subject to the following definition:

- a) Unless stated otherwise, a "day" is a calendar day.
- b) A "business day" is a day that the Hospital Human Resources office is open for business for the full day, i.e. normal posted work hours for the Human Resources office.

## ARTICLE 7 - ASSOCIATION ACTIVITIES

### Section 1:

Representatives of CTHEA shall be allowed paid release from scheduled work time to meet with management representatives in order to process Bargaining Unit grievances or to confer on matters of contract administration. Requests for such release time shall not be unreasonably denied. The officers and representatives shall request and gain permission of their respective supervisors, in advance (one day when possible) for authorized time for Association or employee representation with management, so as not to disrupt Hospital activity. The supervisor shall make every reasonable effort to grant permission for the time requested.

- A. Newly hired bargaining unit employees will receive a digital copy of this Agreement during the hiring process. The Association may also submit to the Hospital a video presentation not exceeding ten (10) minutes in length to be included in the orientation of new Bargaining Unit employees. Association officers and representatives may confer with a newly hired Bargaining Unit employee for up to ten (10) minutes in that employee's work area during that employee's work time for the purpose of providing Association materials to the employee and discussing the Association, provided such a conference does not disrupt Hospital activity.
- B. Unless otherwise specifically authorized in writing by Management, any and all other Association activities within the Hospital shall be conducted in a non-work area and during authorized work time or during employee's non-work time.
- C. By September 1, the Association shall provide the names of a total of ten (10) officers, board members and representatives designated to function in this capacity. If designations change during the year, the Hospital will be informed immediately of any changes in representatives.

### Section 2:

At its own expense CTHEA shall be allowed bulletin board space at two (2) locations designated by the Hospital at Carson Tahoe Regional Medical Center (CTRMC) and appropriate bulletin board space at one (1) location designated by the Carson Tahoe Hospital System at each satellite facility and each remote site operated by the Hospital System. The CTHEA newsletter and/or announcements may be placed in a box, for the employees at these locations. CTHEA will also be provided with a site and icon on the Hospital's intranet. The Hospital will assist CTHEA in establishing the site, but CTHEA will be responsible for the site's content.

### Section 3:

During the seven (7) months prior to expiration of this Agreement up to four (4) association representatives shall be compensated for all time spent during negotiating sessions with the Hospital at the employee's regular rate of pay if the time spent is during that employee's regularly scheduled hours. Such time will not be considered hours worked for purposes of computing overtime compensation.

## ARTICLE 8 - COMMUNICATION TO CTHEA AND BARGAINING UNIT

### Section 1:

It is the intention of the parties that CTHEA be kept informed of all matters having an effect upon employment relations of the Hospital employees; therefore, the Hospital will provide material to CTHEA including the following, or like materials:

- A. A complete set of the employer's Personnel Regulations, Personnel Policy Manual and Personnel Directives are available on the CTRH intranet. New personnel Regulations and Directives issued by Hospital Administration will be transmitted to CTHEA via e-mail contemporaneously with issuance.
- B. Budgetary and other financial information to which the Association is entitled under the Act.

### Section 2:

#### LABOR-MANAGEMENT COMMITTEE

- A. A committee of two (2) representatives of the Employer and two (2) representatives of the Association may meet at least quarterly for the purposes of:
  1. Discussing the administration of this Agreement;
  2. Exchange of general information of interest to both parties;
  3. Giving the Association representatives the opportunity to share the views of their members and/or make suggestions on subjects of interest to their members.
- B. The Labor Management Committee shall be advisory only and shall not engage in collective bargaining or reach any agreements which amend the contract.

### Section 3:

Quarterly, the Hospital shall provide the Association with the names and classification of employees who have been hired, terminated, or transferred into or out of the Bargaining Unit.

### Section 4:

#### JOB POSTINGS

- A. All Bargaining Unit position opportunities will be posted for a minimum of five (5) business days on the intranet/internet and on applicable department huddle boards in one of the categories listed below as determined by the Hospital:
  - Category 1 – Positions available to internal current employees and external applicants.
  - Category 2 – Positions available to current employees only.
  - Category 3 – Position available to current employees only who are currently employed in the department where the vacancy exists.
- B. The Hospital agrees to a hiring preference for internal current employees when filling Category 1 positions.
- C. Applicants can post their interests regarding job classification(s) on the Hospital website and receive notice of new position postings via e-mail.

- D. When there are two or more employees competing for an available job posting, the Hospital will consider recent experience, performance evaluations, certifications, education, longevity with the Hospital, interviews of the competing employees, and, if applicable, longevity within the department where the posting exists. If all criteria listed above are equal, continuous benefit service seniority will be used as the tiebreaker to determine which candidate is selected.

Section 5:

TRAINING OPPORTUNITIES

All opportunities for training or cross-training will be posted on the applicable department huddle board(s) for a minimum of five (5) business days. Any Hospital-wide training or cross-training opportunities will be posted for a minimum of five (5) business days at the Human Resources Department and on the intranet/internet.

## ARTICLE 9 - PAYROLL DEDUCTIONS

### Section 1:

Upon written authorization from a full-time or part-time employee, the Hospital will deduct the Association dues from wages of an Association member and remit them, along with a listing of names, to the Association.

### Section 2:

Indemnification. The Association shall indemnify and hold the Hospital harmless against any and all claims, demands, suits and all other forms of liability which shall arise out of or by reason of action taken or not taken by the Hospital at the request of the Association under the provisions of this Article or through the proper execution of this Article.

## ARTICLE 10 - ACCRUED BENEFITS

The benefits shall be earned and used as provided herein, i.e.,

### Section 1:

If the rate of earning PTO is changed in this agreement, then all employees shall earn PTO at the rate and within the conditions set forth in this contract for the term of this contract. However, no employee shall have any past earned and accrued PTO hours reduced or increased retroactively based upon the new rate of earnings set forth in this contract.

### Section 2:

If the conditions of eligibility for longevity pay are changed by this contract, then all eligible employees shall receive longevity pay during the term of the contract under the conditions set forth in this contract. However, no employee shall be required to repay the Hospital for past longevity pay received if the pay was based on conditions no longer applicable under this contract, nor will any employee receive retroactively additional pay based upon new eligibility not counted in previous agreements.



## ARTICLE 11 - INTRODUCTORY PERIODS

### Section 1:

All newly hired full-time and part-time employees shall fulfill an introductory period of no less than three (3) months nor more than twelve (12) months. Introductory employees shall accrue benefit credit from their date of hire. Employees are eligible for health benefits the first of the month following thirty-one (31) days of service.

### Section 2:

New hire introductory employees not excluded by Article 3 of this Agreement are a part of the Bargaining Unit and may join the Association. The Hospital may reprimand, suspend, demote or terminate such employees, and such actions will not be subject to challenge pursuant to Article 12 of this Agreement (Grievance and Arbitration Procedure).

### Section 3:

Full-time and part-time introductory employees shall receive a written performance evaluation after three (3) months and at specified intervals up to the twelfth month of their introductory period. Introductory employees may be terminated at any time for any lawful reason or no reason at all during the introductory period without regard to the completion of the evaluations provided by this section.

### Section 4:

Employees who accept a promotion, lateral transfer, or demotion/downward transfer to a new classification will serve a minimum three (3) months introductory period and a maximum of six (6) months introductory period and may not process a grievance concerning their removal from the new position due to unsatisfactory performance in that position or any other failure to complete introduction. Employees will receive a written evaluation within ninety (90) days of their introductory period. If during the introductory period the employee is deemed to be unsatisfactory in the new position, management shall return the employee to their old position if it is available, or place the employee in an available position of similar duties and responsibilities at their previous rate of pay. If no such position is available, the employee shall be laid off in accordance with Article 16 - Layoffs.

Except as noted above, no benefits of the employee shall be affected by virtue of being in an introductory status as described in this section. During the introductory period the employee shall be verbally counseled as to duties, work standard, and management's expectations and their progress toward these expectations. Management shall consider an employee-initiated request to be transferred back to their previous position or one with similar duties and responsibilities.

### Section 5:

The terms "introductory" and "introduction" used in this Article and in this agreement have the same connotation or meaning as the terms "probationary" and "probation" used in prior collective bargaining agreements.

## ARTICLE 12 - GRIEVANCE AND ARBITRATION PROCEDURE

### Section 1:

For the purpose of this agreement, a grievance is an alleged violation, misinterpretation, or misapplication of a specific provision of this agreement or appeal from disciplinary action as contemplated within Sections 4 and 5 of this article.

### Section 2:

An employee who is going through the grievance and/or arbitration procedure, and/or their representative who has written authorization, may examine or have copied their personnel file during the normal Human Resources Office open hours, subject to the limitations of Article 13.

An employee will be entitled to a copy upon request and sign any material that is placed in their personnel file if it is of a derogatory nature. An employee's signature on a disciplinary or otherwise derogatory document indicates only that the employee has received a copy of the document and does not indicate that the employee agrees with the content of such a document.

Information considered in any appeal shall be limited to that which is related to a determination of the factual and legal issues in dispute. The employer's or employee's past performance by way of acts or failure to act may be shown by competent evidence. Reports, evaluations and other written evidence may be considered upon a showing that the parties were made aware of the contents of this material.

The time limits for an employee to advance the grievance, after a timely grievance is filed at Step 2, and for management to respond, are intended to assure an expeditious processing of a grievance. Should the employee fail to meet their time requirement, it will be deemed that the employee has forfeited their right to advance the grievance. If management fails to respond to a grievance in a timely manner, the grievant may proceed to the next step. The preceding notwithstanding, neither party shall unreasonably withhold agreement to extend these time limits based on the circumstances of each case.

### Section 3:

Step 1: Within ten (10) business days of the incident giving rise to the grievance, the employee shall present to Human Resources a written grievance on the standard grievance form available from the Human Resources Office or CTHEA. The written grievance shall contain but not be limited to the following:

1. Employee's name.
2. Employee's position, classification or title.
3. Employee's department or section.
4. Employee's mailing address and telephone number.
5. A brief statement of the nature of the grievance.
6. Section of Agreement alleged to have been violated/or disciplinary action which is being appealed.
7. Date of alleged violation/disciplinary action
8. Proposed solution of the grievance.

9. Signature of the employee.
10. Date the grievance was signed by the employee.
11. Name of CTHEA Representative and contact information (if known or applicable).

Procedure:

- The date and time the grievance is received by Human Resources will be recorded by that office on the grievance form. Within five (5) business days the affected Department Director or designee, in concert with Human Resources, will research the facts surrounding the grievance with involved management personnel and others and assemble relevant documents.
- The Association and affected employee(s) will work with Human Resources within the same five (5) business days of the filing of the formal written grievance to clarify requested information (RFI) and to provide documents relevant to the grievance.
- Only after all Requests for Information have been satisfied, HR will schedule a grievance meeting between a Hospital Director (appointed by the Hospital), and all parties to be represented. Only information reviewed by both parties may be discussed in Step 1. Each party will provide advance notice to the other of the personnel it will bring to the Step 1 grievance hearing. Unless mutually agreed otherwise, the Step 1 grievance hearing will be scheduled and conducted within 15 days of the date the formal written grievance is filed. Requests for extensions will not be unreasonably denied.
- At the Step 1 grievance meeting, a representative of Human Resources will act as a resource to both parties. Unless mutually agreed otherwise, the personnel present at the Step 1 grievance hearing will be limited to the affected employee(s) and CTHEA Representative, the direct manager of the employee(s), the Director appointed by the Hospital and the Human Resources representative designated by Human Resources to act as a resource for the parties.
- The Hospital Director appointed to hear a grievance of a disciplinary nature will to the extent possible be outside the direct chain of command of the employee(s) affected by the grievance.
- The Hospital Director will issue a written recommendation within seven (7) business days of this meeting.
- In grievances involving discipline [Article 4(r)] the Hospital bears the burden of proof and will present its case first at Step 1.
- In grievances alleging other contract violations, the Association bears the burden of proof and will present its case first at Step 1.
- Any recommendation to grant the grievance is subject to the approval of the Hospital Administrator.
- If the employee or Hospital Administrator rejects the Hospital Directors' written recommendation at Step 1, the employee may file a written appeal with the Administrator of the Hospital at Step 2 within seven (7) business days after the Association's acknowledged receipt of the written recommendation.

Step 2: The Hospital Administrator or designee (other than Human Resources) selected to hear a grievance of a disciplinary nature will to the extent possible be outside the direct chain of command of the employee(s) affected by the grievance and will schedule a grievance meeting within seven (7) business days of receipt of the written appeal. In grievances involving discipline [Article 4(r)] the Hospital bears the burden of proof and will present its case first at Step 2. In grievances alleging other contract violations, the association bears the burden of proof and will present its case first at Step 2.

The Association and management may have up to two (2) representatives present at the grievance meeting; in addition to the management representative and the grievant. Except in grievances involving contract interpretation, suspensions without pay and termination of post-introductory employees, Association representatives shall be limited to the employee representatives identified in Article 7(1). In grievances involving contract interpretation, suspensions without pay and termination of post-introductory employees one (1) of the Association's two (2) representatives may be the Association's legal counsel or bargaining representative; provided, the Association gives timely, written notice of its intent to bring legal counsel or its bargaining representative to the Step 2 grievance meeting.

There will be no limit on the number of witnesses allowed so long as their testimony is relevant to the issue in dispute and not redundant. The Hospital Administrator or designee may judge the relevancy of testimony of suggested witnesses or stipulate to their testimony. This decision would not prohibit such witnesses' appearance at Step 4 should the grievance proceed to arbitration. The Hospital Administrator or designee shall have (7) business days from the date the grievance meeting was held to give a formal response to the grievance.

If the issue is not resolved at the Step 2 grievance meeting, the employee may request the Association to proceed to Step 3, Federal Mediation or Step 4, Arbitration. Any grievance regarding discipline below the level of a suspension, demotion, or termination may only be appealed as far as Step 2. If the Association decides to request arbitration, the involved parties shall proceed as follows:

Step 3: Federal Mediation. The Hospital and Association may agree in writing to federal mediation of the grievance before a FMCS Commissioner/Mediator. Nothing occurring or exchanged in the mediation is admissible or can be referred to or introduced in the arbitration of the grievance. Any mediated settlement must be in writing and signed by the Hospital and the Association and is final and binding on the parties and prevents the grievance from proceeding to Step 4 - Arbitration.

Step 4: The request for arbitration must be made in writing by the Association to Human Resources within seven (7) business days from receipt of the formal management response from Step 2.

- A. The Association and the Hospital may mutually select an arbitrator. In the event the Hospital and the Association do not mutually select an arbitrator, either party may request a list of seven (7) arbitrators from the American Arbitration Association's labor and employment law panel (list only service) and alternately strike names from

- such a list until one name remains, which name shall be the arbitrator to serve for the case. The party to strike first shall be determined by a coin flip.
- B. The fees and expenses of the arbitrator shall be shared equally by the Association and Hospital. Each party, however, shall bear the costs of its own presentation, including preparation and post-hearing briefs and professional fees, if any.
  - C. The arbitrator's decision shall be final and binding upon the parties. The arbitrator's authority shall be limited to the application and interpretation of the provisions of this Agreement and no arbitrator shall have the power to modify, amend or alter any terms or conditions of this Agreement or make any ruling in conflict with federal or applicable state regulations or municipal ordinances. The Arbitrator shall render a written decision within thirty (30) days following the hearing or by a date that is mutually agreed upon by the parties during the hearing.
  - D. The employee may request any person to be their representative for proceedings under this Agreement, but the decision regarding who will represent a bargaining unit employee is the sole province of CTHEA.

CTHEA shall, if requested, determine who will act as representative of the employee and shall notify the employer and the employee. The Hospital shall decide who will represent management and will so notify the Association.

#### Section 4:

Oral and written reprimands may not be appealed to arbitration. Any grievance regarding discipline below the level of a suspension, demotion, or termination may only be appealed as far as Step 2.

#### Section 5:

The Hospital and the Association shall have the right to file grievances with each other. The aggrieved party shall officially notify the other party with a written statement of filing (so as not to be confused with formal negotiation) stating the nature of the grievance and the remedy requested.

An informal discussion shall take place between the parties within ten (10) business days from the date of the notification by written statement of filing. Should the grievance not be resolved at the informal discussion, it may be referred to Step 3 (Mediation) or Step 4 (Arbitration) within twenty (20) business days of the date of the informal discussion, provided that this procedure shall not constitute a waiver of rights under the Act.

## ARTICLE 13 - ACCESS TO RECORDS

An employee or an employee's Association representative who has written authorization from the individual employee may examine that employee's entire paper or electronic personnel file during the normal business hours with the exception of confidential letters of reference or investigative reports of governmental agencies in connection with initial employment of the employee.

## ARTICLE 14 - CLASSIFICATION PLAN, CLASSIFICATION CHANGES AND APPEALS

### Section 1:

The parties agree that good personnel compensation practice requires the maintenance of an objective job evaluation process for all positions covered by the agreement. This will be based upon similarities of duties and responsibilities, utilizing systematic and consistent tools so that the same requirements may be reasonably evaluated for all employees in each classification.

- A. Recent work experience and education relevant to the classification into which an employee is being hired may be recognized through acceleration of wage rate within the classification either upon hire or upon completion of introduction, provided however, the employee receives a satisfactory or better performance rating at the completion of introduction.
- B. The Hospital will include in the original hiring document verification of any accelerated hire rate and any conditions. The employee will sign the hire document to signify their knowledge, understanding and agreement. This document is not considered a contract in that it does not guarantee shift or duty station assignments.
- C. Should an employee be transferred into a classification in which the employee has recent, relevant experience prior to being employed by the Hospital the accelerated wage rate may be applied.

### Section 2:

The Hospital agrees to furnish CTHEA specific job descriptions for each new or changed position within the bargaining unit at the next scheduled CTHEA/CTH meeting. Within ten (10) days of receipt of the proposed job description, CTHEA will notify the Hospital in writing of any specific safety concerns.

### Section 3:

It is agreed that the Hospital will furnish any individual employee with their own job description upon request. Should an employee be required in writing to work simultaneously under more than one job description and a conflict in priorities develops between the requirements of the job descriptions, the employee shall get clarification of priorities from their supervisor.

### Section 4:

When there has been a change in the duties and/or responsibilities of a position, CTHEA or the affected employee may, at any time, submit a written request for a job audit and reclassification through the employee's supervisor.

- A. The employee must receive a response to the job audit and reclassification request with an indication regarding what, if any, action will be taken on the employee's request within a reasonable time, not to exceed sixty (60) calendar days after submission of the request.
- B. If CTHEA or the employee disagree with Hospital's decision regarding the reclassification request, CTHEA or the employee may appeal the decision to the

Hospital's Chief Human Resource Officer. Such an appeal must be filed within twenty (20) Days of receipt of the reclassification decision.

Section 5:

A modification of a job classification that results in a reduction or increase in salary for employees within the classification is a reclassification. In such a circumstance, employees who would suffer a reduction in salary as a result of such reclassification shall retain their current salary, which shall be considered "red-circled" or "frozen"; however, such an employee's salary shall not thereafter increase by any means until the top salary range in the classification is equal to or exceeds the "red-circled" or "frozen" salary.

Section 6:

A promotion is defined as any movement of an employee who has successfully completed an Introductory Period with the Hospital in a lower job classification to a job classification having a higher maximum salary range than the job classification presently occupied. When there is a promotion, the Hospital shall assign a new annual evaluation date to the employee. A promoted employee shall serve up to six (6) months in promotional introductory status as determined by the Hospital.

- A. When a promotion has been accepted that involves an employee moving from one department to another, the department managers will mutually agree upon an established date that the promotion will become effective.
- B. Where the two (2) job classifications involved are closely related to each other in a career path, the employee could be adjusted to the minimum of the new higher pay grade or could be accelerated higher into the new pay grade, at management's discretion. In no case will the new rate be lower than the rate of pay before the promotion. At the end of a successful introductory period, the employee may be considered for a percentage increase not to exceed five percent (5%).
- C. Where the two (2) job classifications involved are not related to each other, the employee would be adjusted to the minimum of the new higher pay grade, but the employee may qualify, and be considered for the provisions set forth in Article 14, Section One. In no case will the new base rate be lower than the rate of base pay before the promotion.
- D. Any employee who meets the minimum qualifications for a promotional position and who files an application for the position on a timely basis shall be offered the opportunity to interview for the position prior to management making its final selection of the candidate to fill the position.

Section 7:

A lateral transfer is defined as any movement of an employee from one job classification to another job classification with the same salary range and comparable responsibilities. When there is a transfer, the employee's annual evaluation date will not be changed. The employee shall be in a three (3) month introductory period, which may be extended up to a total introductory period of six (6) months.



- A. When an employee requests a transfer from one job classification to another unrelated job classification the Hospital may, at its discretion, require such employee to accept the minimum starting wage applicable to the new job, but the employee may qualify for the provisions under Article 14, Section One.
- B. Any employee who meets the minimum qualifications for a transfer opportunity and who files a transfer request for the position on a timely basis shall be offered the opportunity to interview for the position prior to management making its final selection of the candidate to fill the position.

Section 8:

Demotion or downward transfer is defined as any movement of an employee from one job classification to another job classification having a lower salary range than the job classification occupied. The annual evaluation date will not change. The employee shall be in a three (3) month introductory period, which may be extended up to a total introductory period of six (6) months.

- A. Where the two (2) job classifications involved are closely related to each other in a career path, the employee will be placed in the pay grade equal to the number of years the employee would have been in that job classification.
- B. Where the two (2) job classifications involved are not related to each other, the employee may be adjusted to the minimum of the new pay grade, or could be accelerated higher into the pay grade at management's discretion with consideration of employee qualifications.

## ARTICLE 15 - TEMPORARY TRANSFERS

An employee who is temporarily transferred or is otherwise required to perform all of the normally assigned duties during that shift of a job in a higher-rated position on a regularly-scheduled basis for more than five (5) shifts will be paid a higher rate. The minimum premium will be two and one-half percent (2.5%) above their regular hourly rate and the maximum will be 10% the determination to be made by Human Resources according to the position assigned to and the employee's applicable education and experience. Monies will be paid retroactive to the first day of performing higher rated duties. When an employee is temporarily transferred to a lesser-rated position, the employee will continue to be paid at their regular rate of pay.

## ARTICLE 16 - LAYOFFS

### Section 1:

- A. Should management determine that it is necessary to reduce the work force due to lack of work, for lack of funds, or due to departmental reorganization, management will utilize the following procedure based on seniority as defined in Article 6, Section 1. Least senior employees shall be laid off by classification, and department, or department grouping, if applicable. In the event one or more employees have identical seniority, Hospital seniority will be determined by work performance criteria, such as performance evaluations, attendance, availability for call back and disciplinary history. Appendix C includes a list of individual and grouped departments. In cases where there is a department grouping, classification will be determined by the department grouping. The Hospital reserves the right to make schedule and primary location changes of employees when a lay-off affects employees within a department grouping across locations so long as the seniority system is utilized.
- B. Ten (10) business days prior to the implementation of a lay off, management shall meet with the Association and provide an approximate dollar value savings attempting to achieve. The Association will reply to management within five (5) business days with written recommendation(s) as alternative(s) to lay off(s) for management to consider in its sole discretion. In the absence of any resolution by management and CTHEA within ten (10) business days, management will proceed with the next steps of this lay off procedure.
- C. Management shall determine what classifications and by what numbers the reduction will take place. Management shall determine when the reductions will take place providing affected employees with a written notice at least ten (10) business days prior to the effective date of lay-off. If ten (10) business days of notice is not given, the Hospital will offer pay in lieu of notice.
- D. Management shall confidentially provide to the Association President the names, classification, department, and seniority dates of Bargaining Unit employees to be laid off and shall offer to meet with the Association at least three (3) business days prior to notifying the employees of a layoff. This meeting will be held to attempt to formulate other options; if none reached, the formal lay-off procedure will commence. Employees will be laid off in the following order by classification, by seniority:
  1. Part-time employees
  2. Full-time employees
- E. No Part-time or Full-time employee may be laid off if there are temporary or per diem employees performing work in the department or department grouping for which the Part- or Full-time employee is qualified and willing to perform.

- F. A Part- or Full-time employee who is laid off will be offered per diem status if per diem work is available. In the event such a Part- or Full-time employee accepts per diem status within twelve (12) months of the effective date of the layoff, such acceptance does not constitute a break in service for purposes of seniority, but the employee will not be in benefit status as a per diem employee. In the event such a Part- or Full-time employee declines the offer of per diem status, other per diem employees may remain employed or be hired.

Section 2:

- A. As openings develop in laid-off classifications, management shall recall laid-off employees to those classifications according to seniority: the most senior employees first. Management may consider specialized training, knowledge and ability to perform available work in the decision and order of recall.
- B. Employees will be recalled by certified mail sent to the employee's last known address. Employees will have seven (7) days from the mailing date to inform the Hospital of their intention to work and fourteen (14) calendar days in which to report to work. It is the responsibility of the employee to keep the Hospital informed of their current address and telephone number.
- C. After twelve (12) months in layoff status the employee will lose their seniority and should the employee return to work at a later date, the employee will have a new hire-seniority date.

## ARTICLE 17 - HOURS OF WORK, OVERTIME, REST PERIODS

### Section 1:

- A. The Hospital may schedule and assign overtime based on its operational requirements. Overtime (time and one-half) will be paid for time worked over forty (40) hours in a work week or as may be otherwise required by Nevada and/or federal wage and hour laws. The CTH work week starts on Sunday and ends on Saturday.
- B. All overtime must be approved by the supervisor or department manager. In no case will an employee be denied overtime if it is occasioned by responding to any work-related situation. However, an employee who works unauthorized overtime may be subject to disciplinary action. For the purposes of computing overtime, productive hours shall be limited to actual hours worked only, and will not include non-productive hours, (i.e., PTO, major sick, call-back or stand-by time, jury duty, etc.)
- C. Employees who know they are going to be absent are expected to report the reason for the absence as soon as possible but not less than two (2) hours prior to the beginning of their shift. Employees are responsible for knowing and complying with any posted department protocol for calling in absent. In the event there is not a posted protocol, employees must report the absence to their immediate supervisor or department manager.
- D. A supervisor or department manager will proceed as follows when asking employees to come in prior to the start of their assigned shift or stay past the conclusion of their assigned shift:
  1. Seek volunteers
  2. Consider any personal challenges identified by the employee that the schedule change causes for the employee being asked
  3. Equitably rotate assigned schedule deviations

### Section 2:

Subject to Section 1 of this Article, the Hospital may establish regular shifts of up to twelve (12) duty hours in applicable areas. Employees must be provided with reasonable advance notice prior to any shift variation.

### Section 3:

The Hospital agrees that regular shift scheduling shall not include shifts which cause a "double back" unless such shift is part of a normal rotation and was so posted prior to acceptance by the employee assigned to that shift. This language shall not prevent the Hospital from assigning shifts causing a "double back" when necessary because of short-term staffing needs, an emergency, or when the employee and the supervisor agree to such assignment. A "double back" is that shift worked by an employee after having just eight (8) hours off since the previously worked shift was completed.

#### Section 4:

The normal pay period for Full-time employees shall consist of: eighty (80) hours for employees designated as eight (8) hour-shift employees or ten (10) hour-shift employees; and, seventy-two (72) hours for employees designated as twelve (12) hour-shift employees.

#### Section 5:

Subject to the limitations expressed herein, the Association agrees that the Hospital has the right to change individual employee's shifts. Any shift changes are grievable if they are capricious, arbitrary, inequitable, a form of harassment or discipline or in violation of this Agreement.

- A. All employees will be notified of their regular shift assignment. The employee receive the following information:
  - 1. Shift Structure (*e.g.*, 4-10s, 5-8s, 3-12s)
  - 2. Assigned work days
  - 3. Assigned start and end times
  
- B. If the needs of the department warrant a deviation in the regular shift assignment of one or more department employees, the supervisor or department manager will proceed as follows:
  - 1. Seek volunteers
  - 2. Consider any personal challenges identified by the employees being asked to deviate and work with the employees to mitigate those challenges
  - 3. Equitably rotate shift assignment deviations
  
- C. Employees will be provided with written notice thirty (30) days in advance, whenever possible, of a change to their regular shift assignment.
  
- D. All departments will adopt and adhere to a scheduling policy that requires posting of scheduled shifts at least ten (10) business days in advance of such shifts.

#### Section 6:

Any duty that begins before midnight and ends after midnight will be considered as time worked on the day the shift begins. For purposes of computing worked holiday overtime, an employee will be paid time and one half, if the majority of the hours of the shift worked are on a recognized holiday.

#### Section 7:

All employees will be granted two (2) fifteen minute rest breaks each work shift. The rest period will be scheduled by the department manager or supervisor in charge but will not be scheduled immediately before or after a meal break, nor immediately at the start or end of the working shift. Such rest breaks will not be subject to on-call or stand-by status, except in case of

an emergency in which the employee's immediate presence is necessary. Employees must remain on the premises during breaks.

Section 8:

Reporting time: Employees shall be on the job ready to start work at the start of their scheduled shift. Employees may not clock in more than five (5) minutes prior to the start of a shift nor clock out more than five (5) minutes after the conclusion of their shift unless related to work and authorized by their supervisor, department manager, director or other CTH official. Otherwise, incidental overtime will be considered unapproved and subject an employee to disciplinary action as stated in Section 1(B). The Hospital agrees to supply sufficient computer work stations and appropriate software to ensure employees are not delayed clocking in or clocking out.

Section 9:

Normally, employees are not to leave the Hospital during their work shift except for emergencies or official Hospital business. An employee who wishes to leave the Hospital during their shift must have permission from their immediate supervisor or department manager to do so. An employee who receives permission to leave on personal business must sign/clock out when they leave and sign/clock in when they return.

Section 10:

Management reserves the right to reduce the employee work force on a daily basis because of lack of work or lack of funds—"flex." Employees may be required to take time off in the following manner:

- A. EARLY HOME: Employees who report on time for their scheduled shift and are required by the supervisor to work less than their scheduled shift will receive a minimum of two (2) hours at their regular hourly rate or actual hours worked, whichever is greater. Employees may opt to use Paid Time Off or not be paid for the remainder of the shift (i.e. flex time). Employees may be allowed to stay and work at duties determined by the Hospital. Employees sent home early pursuant to this section and not placed on official standby status may be recalled to work during the employee's regular scheduled shift at the employee's regular hourly rate. Early home shall be implemented in the following order:
  - 1. Subject to the required skill mix of staff and the needs of the patients, no Part-time employees will be sent home until all per diem and temporary employees have been sent home; and
  - 2. Subject to the required skill mix of staff and the needs of the patients, no Full-time employees will be sent home until all per diem, temporary and Part-time employees have been sent home; provided,
  - 3. The Hospital may deviate from the order above and send home a Part- or Full-time employee who is in overtime or premium pay status.

Subject to the aforementioned Early-Home order, the Hospital will make every effort to see that the hours spent in Early-Home rotation is equally distributed among those employees on shifts affected by the need according to the skill mix of the staff and the needs of the patients and department for such a rescheduling device. Equitable distribution may not always be possible in departments or department groupings containing multiple physical locations. By way of example:

The Hospital will make every effort to equally distribute Early Home rotation among Part-time employees on affected shifts, but this will not change the fact that Part-time employees will be sent home early before Full-time employees and that per diem and temporary employees will always be sent home before Part-time employees.

The Hospital will make every effort to equally distribute Early Home rotation among Full-time employees on affected shifts, but this will not change the fact that Full-time employees will always be the last group from which employees are sent home early and that per diem, temporary and Part-time Employees will always be sent home before Full-time employees.

B. HOSPITAL REQUEST: Employees notified by telephone as soon as possible, but not less than one and one-half (1 ½) hours prior to the beginning of their scheduled shift of the necessity to remain at home will not report to work. Employees must be notified at that time if they are on standby status. If an attempt to contact the employee is made by leaving a message(s) at all listed and available phone numbers without speaking directly to the employee with at least one and one-half (1 ½) hours advance notice and the employee arrives at the Hospital to work, the employee may be sent home and is not subject to a two hour minimum. If the employee is contacted by management less than one and one-half (1 ½) hours prior to the start of the scheduled shift, the two hour minimum applies. Hospital-requested employees have the option of using Paid Time Off or taking the shift off without pay. (i.e. flex time) Those employees who do not provide the Human Resources Office and/or their supervisor with a current telephone number where they may normally be reached, may be sent home on arrival to work without pay. Hospital request shall be implemented in the follow order:

1. Subject to the required skill mix of staff and the needs of the patients, no Part-time employees will be called off until all per diem and temporary employees have called off; and
2. Subject to the required skill mix of staff and the needs of the patients, no Full-time employees will be called off until all per diem, temporary and Part-time employees have been called off; provided,



3. The Hospital may deviate from the order above and call off a Part- or Full-time employee who would be in overtime or premium pay status.

Subject to the aforementioned Hospital-Request order, the Hospital will make every effort to see that the hours spent in Hospital-Request rotation is equally distributed among those employees on shifts affected by the need according to the skill mix of the staff and the needs of the patients and department for such a rescheduling device. By way of example:

The Hospital will make every effort to equally distribute Hospital Request rotation among Part-time employees on affected shifts, but this will not change the fact that Part-time employees will be sent home before Full-time employees and that per diem and temporary employees will always be called off before Part-time employees.

The Hospital will make every effort to equally distribute Hospital Request rotation among Full-time employees on affected shifts, but this will not change the fact that Full-time employees will always be the last group from which employees are called off and that per diem, temporary and Part-time employees will always be called off before Full-time employees.

Equitable distribution may not always be possible in departments or department groupings containing multiple physical locations. Employees called off pursuant to this section and not placed on official standby status may be recalled to work during the employee's regular scheduled shift at the employee's regular hourly rate.

- C. DELAYED START: Employees notified by telephone as soon as possible, but not less than one and one-half (1 ½) hours prior to the beginning of their scheduled shift of the necessity to arrive at work later than their originally scheduled shift starting time will report to work at the revised starting time. Employees must be notified at that time if they are on standby status. If an attempt to contact the employee is made by leaving a message(s) at all listed and available phone numbers without speaking directly to the employee with at least one and one-half (1 ½) hours advance notice and the employee arrives at the Hospital to work at the originally scheduled shift starting time, the employee may be sent home and is not subject to a two (2) hour minimum. If the employee is contacted by management less than one and one-half (1 ½) hours prior to the start of the scheduled shift, the two (2) hour minimum applies. Delayed-start employees have the option of using Paid Time Off or time off without pay, *i.e.* flex time. Those employees who do not provide the Human Resources Office and/or their supervisor with a current telephone number where they may normally be reached, may be sent home on arrival to work without pay. The implementation order utilized for Early Home and Hospital Request will be utilized in the same manner for Delayed Start. Employees start delayed pursuant to this section and not placed on

official standby status may be recalled to work during the employee's regular scheduled shift at the employee's regular hourly rate.

- D. **EQUITABLE FLEXING:** In addition to the Hospital's efforts for equitable distribution of flexing above for the three flexing methods, *i.e.*, Early Home, Hospital Request and Delayed Start, the Hospital will make every effort to equally distribute the employee burden of flexing regardless of the flexing method utilized. By way of example, if an employee is selected for Early Home, that employee generally should not be selected for Delayed Start or Hospital Request the following day. However, nothing herein changes the fact the fact that Full-time and Part-time employees will always be the last two groups from which employees are flexed and that per diem, temporary and Part-time employees will always be called off before Full-time employees.
- E. **EMPLOYEE REQUEST:** Employees may alert their supervisor that they are volunteering for Early Home, Hospital Request or Delayed Start. Employees who volunteer may opt to use Paid Time Off or not be paid for the remainder of the shift, *i.e.*, flex time. If a Part-time employee volunteers, that employee may be sent home early, called off or start delayed before all or any per diem and temporary have been sent home early, called off or start delayed; and, if a Full-time employee volunteers, that employee may be sent home early, called off or start delayed before all or any per diem, temporary and Part-time employees have been sent home early, called off or start delayed.
- F. **SUPPLEMENTAL STAFFING:** Should census increase, the Full-time or Part-time employee who took an early home or Hospital request day shall be given the first opportunity to work another day to complete their regularly scheduled hours for that pay period. Otherwise, this offer will be made in the following order:
  - 1. Full-time employees
  - 2. Part-time employees
  - 3. Per Diem employees
  - 4. Temporary employees

Opportunities for supplemental staffing may be at differing physical locations for employees in departments or department groupings containing multiple physical locations. This time will not be eligible for call-back pay.

- G. **PTO ACCRUAL:** Employees sent home early, called off or start delayed pursuant to this section will accrue PTO for the shift as scheduled by entering flex time on their time cards, and those employees placed in a standby-by status pursuant to this section will also accrue PTO for the entire shift as scheduled, regardless of any call back pay.

## ARTICLE 18 - MEAL PERIOD

### Section 1:

Employees will be provided with a thirty (30) minute unpaid meal period. Employees may only leave the Hospital during their meal period after first informing their supervisor. Should the supervisor require the employee to remain on the premises during their meal period, stand-by pay shall be paid for the meal period. Every effort will be made to provide employees with an uninterrupted meal period.

### Section 2:

Employees who have received their complete, uninterrupted thirty (30) minute meal period will attest to that effect when completing their time card entries.

### Section 3:

An employee may, from time to time, be prevented from being relieved of all work duty during the employee's meal period. When the employee is required to work during any portion of their meal period, the employee shall be paid for the entire meal period as regular work time, or overtime pay, if applicable.

## ARTICLE 19 - WEEKENDS

### Section 1:

Subject to the requirements for adequate patient care, unless the employee agrees otherwise, the Hospital will schedule all Full-time and Part-time employees for at least every third Saturday and Sunday off. The decision to waive the right to at least every third Saturday and Sunday off is within the sole discretion of the employee.

### Section 2:

When the majority of hours assigned fall between 3:00 p.m. on Friday and 7:00 a.m. on Monday, employees shall be paid a weekend differential in the amount of \$1.00 per hour for the entire shift in addition to existing shift differentials pursuant to Article 24 for all qualifying hours worked.

## ARTICLE 20 - EMPLOYEE EDUCATIONAL PROGRAMS

It is the policy of the Hospital to encourage and financially assist employees in improving their own effectiveness and to enhance their opportunity for advancement by their participation in educational programs and by service on selected committees. Full-time and Part-time employees are eligible for this program.

### Section 1:

**REQUIRED MEETINGS DURING WORK HOURS:** Employees who are required to attend committee or informational meetings during their regular work hours will be compensated at their regular rate of straight time pay for the time in attendance.

### Section 2:

**VOLUNTARY MEETINGS DURING WORK HOURS:** Employees who voluntarily attend committee or informational meetings must request approval from their manager. With their manager's approval, they will be compensated at their regular rate of straight time pay.

### Section 3:

**REQUIRED MEETINGS OUTSIDE OF WORK HOURS:** Employees who are required by management to attend committee or any other meetings outside their normal working hours, shall be compensated for the time actually spent in attendance as if it were time worked.

### Section 4:

**VOLUNTARY MEETINGS OUTSIDE WORK HOURS:** Employees who voluntarily attend committee or informational meetings outside their normal working hours will not be compensated for that attendance since it is voluntary.

### Section 5:

#### HOSPITAL SPONSORED TRAINING SESSIONS, WORKSHOPS, OR IN-SERVICES:

**REQUIRED:** When an employee is required by management to attend Hospital sponsored training sessions, workshops or in-services, an employee shall be compensated for time actually spent in attendance. If the session duration is less than the number of hours of the employee's regular shift, management may allow the employee an opportunity to return to work to complete their shift or the employee may, with the manager's approval, go home and use PTO or take leave without pay for the remainder of the shift.

**VOLUNTARY:** When an employee's request to attend Hospital sponsored training sessions, workshops or in-services is approved by management, and if the employee has been scheduled to work on the day in question the employee will be compensated at their regular rate of straight time pay.

Section 6:

NON-HOSPITAL SPONSORED TRAINING SESSIONS, WORKSHOPS, OR IN-SERVICES.

**REQUIRED:** When an employee is required by management to attend a workshop or seminar not sponsored by or held in the Hospital, the registration fee, room, board, and travel expenses shall be reimbursed. An employee shall be paid their regular daily straight time equivalent rate of pay, or overtime as dictated by the Fair Labor Standards Act (FLSA) or any applicable successor statute, for each day spent traveling to, attending, and returning from a required workshop or seminar.

**VOLUNTARY:** When an employee's request to attend a workshop or seminar not sponsored by or held in the Hospital is approved by management, the registration fee may be paid in full or in part by the Hospital. An employee will be paid their regular, daily, straight time equivalent rate of pay had the employee been scheduled to work on the days in question for each approved day.

Section 7:

COLLEGE OR ACADEMIC STUDY

- A. Reimbursement is provided for those college courses which have application in the health care or Hospital environment and are directly related to the employee's current position, or serve as preparation for future assignment and career growth within the organization as determined by management.
- B. College courses are those provided by an accredited institution which normally provide credit leading toward a degree, diploma or certification, and extend over a continuous, specific time frame.
- C. Eligibility:
  - 1. Full-time or Part-time employees with at least six (6) months of continuous benefit service as of the date the course begins are eligible to participate in the program.
  - 2. Eligible employees must have no record of formal disciplinary action in the six (6) months prior to the date the course begins. However, a disciplinary action does not automatically disqualify an employee but will be evaluated by Human Resources to explore the circumstances, time frames and demonstrated improvement since the date of the disciplinary action.
- D. Eligible employees must complete the "Tuition Reimbursement Request" form prior to the start of the courses. Reimbursement is provided for up to 100% of the eligible expenses, up to the maximum of \$5,000 per every twelve (12) months, based on a calendar year tally according to the date the courses are completed. Educational reimbursement is provided for tuition, books and student fees. This benefit does not include reimbursement for other expenses such as supplies, meals or transportation.
- E. Reimbursement is not available for any eligible expenses that are covered by other financial aid sources such as Pell Grants or the Millennium Scholarship.

- F. Reimbursement is made after the completion of the courses and after receipt of verification of having received a grade of “C” or better for undergraduate courses, “B” or better for graduate courses, or “Pass” for “Pass-Fail” graded courses. The employee must also submit all receipts to verify payment.
- G. The employee must continue employment in Full-time or Part-time status during the course time and for two (2) full years after the date of reimbursement. Effective for tuition reimbursement approved on and after July 1, 2015 fifty percent (50%) of the full reimbursement amount is “forgiven” for each full year worked in Full- or Part-time status. After two (2) full years, no reimbursement is due back. If an employee does not continue employment in Full- or Part-time status during the course time and for two (2) full years after the date of receiving reimbursement, the Hospital may require the employee to refund the reimbursement to the Hospital by payroll deduction from wages payable at the time of the employee’s separation (or change to per diem status) or by another mutually agreed upon method.
- H. The time which the employee must spend at classes should not interfere with their normal work schedule or job assignment.

Section 8:

The Hospital shall pay the fees and costs of any Hospital required training including the employee’s regular (base) rate of pay excluding professional licensing or registration fees.

- A. Basic Life Support (BLS), Advance Cardiac Life Support (ACLS) and Pediatric Advanced Life Support (PALS) certification and training:
  - 1. Employees requiring BLS, ACLS and/or PALS for their position as per their job description will be eligible to receive the course free of charge if undertaken through the Hospital’s education department, either by “live” or online training.
  - 2. Employees taking such courses live will be compensated in accordance with Article 20.
- B. Employees taking the courses below online through the Hospital’s education department online will be compensated as follows:
  - 1. BLS certification: 4 hours
  - 2. ACLS certification: 8 hours
  - 3. ACLS recertification: 4 hours
  - 4. PALS certification/recertification: 8 hours
  - 5. CPI initial certification: 8 hours
  - 6. CPI recertification: 3 – 5 hours depending on course enrollment
  - 7. Stable & NRP certification: 8 hours
  - 8. Stable & NRP recertification: 4 hours
  - 9. Employees who require recertification that opt to take a full certification course will only be paid for the recertification time (4 hours).

- C. Paid time will be paid at regular time and employee is required to communicate with their manager to ensure no overtime is incurred prior to taking the certification.
  - 1. Paid time includes online and/or skills (live) portion of training.
  - 2. Paid time is to be recorded in the Hospital's time and attendance system.
- D. Annual In-service
  - 1. Employees will be paid a maximum of 4 hours to complete their annual in-service (online training).
  - 2. Paid time will be paid at regular time and employee is required to communicate with their manager to ensure no overtime is incurred prior to completing the annual in-service.

Paid time is to be recorded in the Hospital's time and attendance system.



## ARTICLE 21 - LEAVES

### Section 1:

Jury Duty (Civil Leave): An employee who is called and reports for jury duty shall be paid by the Hospital at the employee's regular straight time hourly rate for each day partially or wholly spent in jury duty. The employee must have been originally scheduled to work for the Hospital on the day(s) and is not able to work because of jury duty service. An employee who spends only a partial day in jury duty will report back to work to their supervisor and may be asked to stay to complete their regular shift at duties determined by their supervisor.

The amount of pay shall be equal to the employee's usual assigned number of hours of work, multiplied by the employee's regular straight time rate of pay. The employee will remit any jury fees received to the Hospital and the employee will be paid their regular straight time hourly rate for each day partially or wholly spent in jury duty. Such hours will be considered non-productive hours and will not be used in the computation of overtime.

The employee will provide their supervisor with proof of jury duty immediately upon receiving notice to report for jury duty. An employee claiming jury duty under false pretenses or not conforming to the above is subject to disciplinary action.

An employee shall cooperate with management if management deems it necessary to seek an exemption from jury service due to compelling Hospital needs.

Employees on a scheduled night shift prior to an assigned day of jury duty shall receive jury duty pay for that night. An employee, if assigned to work following a full day of required jury duty, may take a PTO day off.

### Section 2:

Bereavement Leave: An employee is entitled to up to three (3) days of leave with pay on an annual basis in connection with the death of the employee's grandparent; parent; step-parent; spouse; child; step-child; sibling; step-sibling; aunt; uncle; a grandparent, parent or sibling of the employee's spouse; or, any person residing in the household of the employee. Bereavement leave is not accrued year-to-year and has no cash-out value upon separation from the Hospital.

### Section 3:

An employee who is subpoenaed to appear in court or give depositions on matters directly relating to their job at the Hospital will be compensated at their regular daily straight time equivalent rate of pay for a shift. Depending on the length and severity of the matter, an employee may be required to work part of their shift. No leave under this section shall be available to an employee who is the initiator or plaintiff of an action in court or other administrative procedure.

Employees who are subpoenaed to appear in court or to give depositions on non-Hospital related matters must use PTO (if eligible) or take leave without pay. In either case an employee must provide a copy of the subpoena to the supervisor immediately. Failure to do so may result in disciplinary action.

Section 4:

An employee may be absent on a qualified medical leave as defined by the Family Medical Leave Act (FMLA) for up to 12 weeks so long as the employee provides documentation of physical inability to work from a healthcare provider to the CTH Human Resources Office.

Section 5:

In cases where a leave of absence extends beyond that provided by FMLA, the Hospital will attempt to return the employee to their former position when it is practical to do so. The determination of whether or not it is “practical” to do so is reserved exclusively to the Hospital, and such a determination is not subject to the grievance procedure of this Agreement. When a Leave of Absence commences, PTO and/or Major Sick Time must be used at the regular rate of hours worked in a shift, until exhausted. Part-time employees must use PTO and/or Major Sick at a rate corresponding to the average number of hours worked over a three (3) month period.

Section 6:

Military personnel ordered to active duty may apply to use accrued major sick time after depletion of accrued PTO to make up the difference between gross monthly military pay and the employee’s former Hospital monthly base pay. PTO and Major Sick accruals cease during active military duty. When released from active duty the employee must notify CTRH in a timely manner, according to governmental statutes in order to be officially reinstated.

## ARTICLE 22 - INSURANCE BENEFITS

### Section 1:

Full and Part time employees are eligible for insurance benefits.

### Section 2:

Joint Hospital-Association Insurance Committee: The Joint Hospital-Association Insurance Committee (“Joint Committee”) is to be composed of three members each from the Hospital and the Association. The Joint Committee shall have the power to determine the nature of health insurance within the level of contributions set forth herein.

### Section 3:

The Joint Committee shall govern the implementation of the benefits as set forth in the Self-funded Insurance Plan. Association and Hospital members of the Joint Committee shall have equal authority, with the Hospital Chief Executive Officer approving any increase or decrease of premiums or benefits based on recommendations made by the Joint Committee and the CTHEA Board. The self-insured trust fund shall in no way be intermingled with the Hospital's general fund and shall be audited at least annually. It shall be the responsibility of the Joint Committee to ensure among other things that the Self-funded Insurance Plan is administered within the funds allocated to this program.

### Section 4:

#### Cafeteria Plan

- A. The Hospital will provide a Cafeteria Plan effective January 1, 2014 with open enrollment scheduled for October/November of any given year. A Cafeteria Plan recognizes that employees have diverse medical needs, and will allow employees to choose benefit plans based on their individual needs. Subject to any restrictions imposed by state or federal law, or the Joint Committee, employees may select any health insurance plan and other benefits from the “menu” for themselves and their eligible dependents. The Cafeteria Plan menu will have a combination of non-taxable and taxable election options based on current Federal IRS regulations. The health plan selections and other items on the menu will be determined by the Joint Committee defined in Section 2 above. In the event the Joint Committee places a Health Reimbursement Account (“HRA”) or Health Savings Account (“HSA”) plan on the menu with a higher deductible plan, the employer (Hospital) contribution to the employee’s HRA or HSA account will be \$500 for employee only and \$1,000 for employees with one or more eligible dependent(s) for the full plan year.
- B. The Hospital will provide each eligible Full-time employee with a Benefit Dollar Credit per bi-weekly pay period to pay for medical, dental and basic vision insurance coverage selected by the employee and to apply towards the cost of their selected health plan for themselves and their eligible dependents. The Hospital will provide eligible Part-time employees with a Benefit Dollar Credit equal to 75% of the Full-time Benefit Dollar Credit per bi-weekly pay period to pay for medical, dental and basic vision insurance coverage selected by the employee and to apply towards the cost of

their selected health plan for themselves and their eligible dependents. Employees will pay any difference between total premium cost of their selected benefit plan and the Benefit Dollar Credit via automatic payroll deduction. Every July the Joint Committee will determine premiums and the Benefit Dollar Credit for the year following utilizing factors such as claims experience, administrative costs and health care cost projections. In making such a determination, the Joint Committee will work with an actuary and an insurance broker. The Joint Committee will adjust the Benefit Dollar Credit upwards or downwards by the same percentage it adjusts premiums for each health insurance plan on the menu.

- C. Employees may use any remaining funds/Benefit Dollar Credit not used for their selected health insurance benefit plan towards the purchase of other benefits on the menu, such as life insurance, AD&D insurance, long-term disability insurance and other voluntary coverages offered by the Hospital. Subject to finalization of the menu and legal compliance criteria, an option for education benefits is pending. Employees will pay the difference between the actual premium costs of their selected additional menu items and remaining funds/Benefit Dollar Credit via automatic payroll deduction.
- D. During the annual open enrollment period, employees may “pre-trade” up to 40 hours of PTO to be accrued in the following year for additional Benefit Credit Dollars based on the employee’s hourly rate at the beginning of the open enrollment period. These additional Benefit Credit Dollars may be utilized as set forth in subsection C above or as contributions to a health savings account, in the event the Joint Committee places an HSA plan on the menu and the employee selects such a plan. Under current IRS regulations, any unused Benefit Dollar Credit derived from pre-trade PTO must be taken by the employee as taxable income.
- E. The Hospital benefit plan and Hospital contribution may be optional for employees that can provide acceptable proof of similar coverage through another source. Approval for waiver of a Hospital benefit plan shall be at the Hospital’s sole discretion. If an employee waives the Hospital benefit plan, the employee shall receive a taxable, fixed dollar amount per bi-weekly pay period in lieu of coverage. The Joint Committee will adjust the taxable, fixed dollar amount agreed upon by the Hospital and the Association upwards or downwards at the same time and by the same percentage it adjusts the Benefit Dollar Credit upwards or downwards.

#### Section 5:

Employees who: 1) have retired under the Nevada Public Employees Retirement System (PERS); and 2) have enrolled in the State of Nevada Public Employee Benefit Plan (PEBP) as their primary health insurance provider on and after May 1, 2008; and 3) who receive a subsidy for post-retirement insurance paid by CTRH pursuant to NRS Chapter 287 [enacted pursuant to A.B. 286] (subsidy) shall not be entitled to any insurance benefits provided by this article and instead will be entitled to the difference (if any) between the then existing monthly CTRH contribution for employee-only coverage and the monthly subsidy paid by CTRH to the PEBP. Annual adjustments apply concurrent with any change in the cost of either the CTRH insurance employee-only premium amount or the PEBP subsidy amount. The difference (if any) will be paid

directly to the employee prorated in the bi-weekly pay. Employees may re-enroll in the CTRH plan (plan) subject to the then existing terms and conditions of the plan if the employee cancels or is otherwise no longer covered by the PEBP and the CTRH is no longer paying a subsidy.

Section 6:

The Hospital and the Association agree to re-open this Article in 2022 to negotiate potential changes for benefit year 2023.

## ARTICLE 23 – STAND-BY, CALL-BACK

### Section 1:

Stand-by: Any employee is in stand-by status when the employee is required to be immediately available by phone or other device during specified hours or required to remain on the premises during meal periods as indicated in Article 18 of this agreement. The employee is required to be prepared to work as the need arises within a reasonable period of time, even though the need for such work may not arise. The Hospital may call back the employee for any purpose deemed necessary.

Call-back: Any employee will be considered "Called back to work on an unscheduled basis" if the employee is contacted after leaving Hospital premises from their past regular work shift or on a scheduled day off, except as provided in Article 17, and must report back to work within 24 hours of the time of contact.

### Section 2:

Stand-by for all Hospital employees shall be the greater of \$6.00 per hour or 30% of base salary for every hour assigned to stand-by status not exceeding \$9.37 per hour. Stand-by status and pay ceases when the stand-by assignment ceases or when call-back status and pay begins.

### Section 3:

Any employee who is called back to work from stand-by status will be paid a minimum of two (2) hours at one-and-one half times the regular hourly rate. When the employee is called back to work more than once within the same shift, the two-hour minimum will apply but cannot overlap.

Example One: If an on-call employee is called back at 9 p.m. for one hour, leaves the premises and is called back at 10:30 p.m., the employee still is under the original two-hour block of call-back. If the second call-back lasts until 12 a.m., the employee will be compensated from 9 p.m. to 12a.m, for a total of three hours.

Example Two: If an employee is called back at 9 p.m., works for one (1) hour, leaves the premises and is called back at 1 a.m. for another two (2) hours, their time would be calculated differently. Since the employee worked from 9 to 10 p.m. and 1 to 3 a.m., they would receive four (4) hours of compensation for two (2), two-hour time blocks.

### Section 4:

For any work done from home on a call-back (on the phone or computer), the call-back will be paid for the actual time worked. The two (2) hour minimum will not apply.

### Section 5:

If an employee is required to carry a "cell phone" as part of stand-by status, the device shall be provided by the Hospital on employee's request. Should an employee be required to carry a "cell phone" during their non-scheduled work hours, the employee shall be considered on stand-by, be paid the appropriate stand-by rate and when called back to work, be paid the appropriate call-back rate.

Section 6:

If a phlebotomist/lab assistant is assigned to perform blood draws at the Carson City Sheriff's Office or other location designated by law enforcement the employee shall receive stand-by pay at the rate of \$25.00 for each 12 hours assigned by the Hospital to such stand-by status and in addition shall receive \$35.00 per blood draw on such assigned shifts

Section 7:

If an employee is called back to accompany the transport of a patient outside of Carson City (RN only) the employee will be paid \$150.00 or the call-back rate, whichever is the greater amount.

Section 8:

If an employee is called in to duty from stand-by on the recognized holidays, Thanksgiving or Christmas, the employee will receive double time pay for worked hours. Stand-by ends when double time begins.

Section 9:

An employee who is on stand-by on a recognized holiday may utilize PTO to make up their regularly scheduled hours. If such an employee is called back to work, the employee will be paid at the appropriate call-back rate for hours worked (including any two-hour minimum). Under no circumstances will such an employee also be paid PTO for hours actually worked or captured in a two-hour minimum.

Section 10:

In instances in which multiple types of stand-by have been assigned for the same time period, the employee will be compensated for the stand-by at the higher of the applicable stand-by rates. When an employee is called back during periods of multiple stand-by, the employee will be compensated at the rate appropriate to the reason for the call back.

## ARTICLE 24 - SHIFT DIFFERENTIAL

Each employee working a shift classified as other than a "day" shift shall receive shift differential for all hours so worked as provided below.

Shift differential shall be paid as follows for shift workers:

- DAY SHIFT: When the majority of hours worked fall between 7:00 a.m. and 3:00 p.m., employees shall receive no shift differential.
- SWING SHIFT: When the majority of hours worked fall between 3:00 p.m. and 11:00 p.m., employees shall be paid a shift differential in the amount of an additional two dollars and twenty-five cents (\$2.25) per hour for all hours worked.
- NIGHT SHIFT: When the majority of hours worked fall between 11:00 p.m. and 7:00 a.m. employees shall be paid a shift differential in the amount of an additional three dollars (\$3.00) per hour for all hours worked.

If an employee is eligible for shift differential but the shift differential will be cancelled by the automated timekeeping system because the department manager requested the employee to work additional hours, the employee will notify management of the discrepancy and management will ensure the employee receives the appropriate shift differential. An employee "flagging" or making notes of the discrepancy in the automated timekeeping system will serve as notice to the manager, who will validate the shift differential.



ARTICLE 25 - LONGEVITY

Section 1:

Full-time and Part-time employees shall be entitled to annual payments in recognition of continuous benefit service with the Hospital including prior continuous service with the predecessor Carson-Tahoe Hospital. Payment shall be made once a year, in either the last payroll of November or first payroll of December. All Full-time and Part-time employees whose fifth year of service falls in that calendar year shall receive full payment at that time. The payment of longevity is not eligible for proration or payout to terminating or status change from benefit to per diem employees.

The following shall be the schedule of payments by years of service.

Years of Service	Amount of Payment
5	\$120
6	\$150
7	\$180
8	\$210
9	\$240
10	\$270
11	\$550
12	\$600
13	\$650
14	\$700
15	\$750
16	\$800
17	\$850
18	\$900
19	\$950
20	\$1,000
21	\$1,050
22	\$1,100
23	\$1,150
24	\$1,200
Etc.	Etc.
No Maximum	

## ARTICLE 26 - SALARIES

### Section 1:

- A. Effective the pay period commencing October 31, 2021:
  - 1. The pay grades and wage ranges for Bargaining Unit Employees were adjusted as shown at Appendix B:
  - 2. All employees were placed in a wage range in the new pay grades such that the employee received a raise of at least three and one-quarter percent (3.25%). Some employees received raises that were substantially greater than three and one-quarter percent (3.25%).
  - 3. If the three and one-quarter percent (3.25%) raise did not result in the employee receiving a raise of one dollar (\$1.00) per hour, the Hospital rounded the employee's raise up to that amount.
  - 4. The following factors were used to place employees in the wage ranges and pay grades:
    - i. their hourly wage prior to October 31, 2021;
    - ii. their years of service/experience;
    - iii. wage rate compression factors;
    - iv. recruitment and retention challenges;
    - v. the Northern Nevada labor market; and,
    - vi. internal equity.
- B. Employees with annual evaluation/merit increase dates between November 1, 2021 and December 31, 2021 will receive a "top-out" stipend as set forth in Section 5(D) below in lieu of an additional increase to their 2021 base wage rate.
- C. Upon mutual agreement, the Hospital and the Association may re-open this Article for the purpose of negotiating new pay grades, wage ranges, employee wage increases or any combination thereof. Any agreement reached pursuant to such re-opener will be reduced to a written memorandum of understanding, which will be incorporated into this Agreement.

### Section 2:

New employees will typically start at the minimum for their respective pay grade. The Hospital may recognize previous experience and education in an equitable relationship to current employees as set forth in Article 14.

### Section 3:

- A. New Hires who have obtained a Bachelor's Degree or other advanced degree from an accredited institution in the employee's field of service, which is not a requirement of the position, regardless of the number of degrees obtained, receive a pay level which is five percent (5%) higher.
- B. New Hires who have obtained any Certifications in the employee's field of service that are above and beyond the requirements for the position, regardless of the number of these Certifications, receive a pay level which is two and one-half percent (2.5%) higher. To qualify, the Certifications must be issued by a national professional

organization, have expiration dates and require ongoing CEUs to renew. Employees who fail to renew Certifications or allow them to become inactive will no longer be eligible for the higher salary level.

C.

1. The regular pay rate of employees who are certified to insert a peripherally inserted central catheter (a "PICC line") will be elevated by two and one-half percent (2.5%). This premium is not subject to the Certification limitation set forth in Section 3(B) above and will be in addition to any two and one-half percent (2.5%) premium received pursuant to that subsection; but in no event will an employee's regular rate exceed the maximum salary for the employee's pay grade.
2. Additionally, when such an employee is called upon to insert a PICC line(s), the employee will clock out of the employee's regular pay rate and clock in at a rate 10% above that regular rate ("PICC rate"), and remain clocked in at that higher rate until the PICC line(s) insertion is completed.
3. In order to remain eligible for the two and one-half percent (2.5 %) elevated pay rate and ten percent (10%) increase for time actually spent inserting PICC lines, an employee must insert at least twenty-four PICC lines during any two consecutive calendar years, excluding the two years following the employee's hire date, initial PICC line certification date or July 1, 2018.

Section 4:

- A. Temporary placement of new classifications in a pay grade shall be made by CTH Human Resources for the purpose of filling a position. Such placement may be adjusted when the parties next meet for negotiations. The right to establish new job classifications, job descriptions and their duties and responsibilities belongs completely to the Hospital.
- B. The Hospital may at its discretion make market increases in wage ranges covered by and during the term of this Agreement based on difficult to recruit classifications or other labor market considerations, as determined by the Hospital. Market increases to an employee's base pay may also be granted if it is determined that an individual's job classification is improperly assigned to a specific pay grade or that a major shift in the labor market has occurred, requiring a change in the wage structure. Although such market wage range and base pay increases are customarily subject to negotiations, the parties agree that the Hospital may implement such market increases after discussion with the Association. Nothing herein constitutes a waiver of the Association's right to negotiate regarding such market increases when the parties next negotiate this Agreement or this Article.

Section 5:

Annual Pay Plan

This system provides a means for employees who meet specific requirements to move within the wage range for their pay grade.

<u>Evaluation Score</u>	<u>Rating</u>	<u>Wage Increase</u>
Less than 2.5	Unacceptable	No
2.5 – 5.0	Successful	Yes

- A. Effective the first full pay period after October 1, 2022, all Bargaining Unit employees who received an overall rating of 2.5 or better on their most recent annual evaluation will receive a base wage rate increase of three and one-half percent (3.5%). Effective the first full pay period after October 1, 2023, all Bargaining Unit employees who received an overall rating of 2.5 or better on their most recent annual evaluation will receive a wage increase of three and three-fourths percent (3.75%). Effective the first full pay period after October 1, 2024, all Bargaining Unit employees who received an overall rating of 2.5 or better on their most recent annual evaluation will receive a wage increase of four percent (4%).
- B. No Bargaining Unit employee will be directed or asked to participate in the evaluation of any other Bargaining Unit employee. This prohibition includes but is not limited to filling out any paper or electronic evaluation forms or providing any verbal or written feedback to a supervisor to aid the supervisor in completing an employee evaluation.
- C. An employee who does not receive a base wage increase will be provided a 90-day written performance improvement plan (“PIP”). The PIP will specifically identify the employee’s performance deficiencies and contain specific, measurable and achievable goals to bring the employee’s performance to a successful level. If by the end of the PIP the employee has achieved successful performance, the employee will receive a base wage rate increase of three and one-half percent (3.5%), three and three-fourths percent (3.75%) or four percent (4.0%), as applicable, effective the first full pay period following completion of the PIP.
- D. Employees who have reached or neared the top of their wage range and are not eligible for their full annual increase amount are “topped out,” and such employees will receive an increase to their base wage rate up to the maximum of their wage range and the balance of the annual increase as a lump sum stipend. The top-out stipend will be calculated as follows:
  - 1. For Full-time employees the stipend will be the remaining eligible percent increase earned, multiplied by the employee’s base wage rate, multiplied by 2,080 for eight (8), ten (10) and twelve (12) hour-shift employees.
  - 2. For Part-time employees the stipend will be the remaining eligible percent increase earned, multiplied by the employee’s base wage rate, multiplied by the total number of annual hours the employee is regularly scheduled to work.
  - 3. Top- out stipends will not be added to the employee's base wage rate.
  - 4. Topped-out employees may requalify for top-out stipends on an annual basis.

- E. The Hospital shall furnish the Association with a cumulative report on a quarterly basis during each contract year that shows the number and percentage of employees in the bargaining unit who have or continue to be topped out.

Section 6:

Special Increases

A. Hard to Recruit

After initial hire, employees who are in hard to recruit positions, are eligible for an increase in pay when obtaining degrees or certifications that are not required by the job description. The amount of increase is the same as upon hire under similar circumstances (see Section 3 above.) The certification must be maintained in a current, active status. Otherwise, this wage increase will be removed from the employee's record. This increase is effective on the beginning of the next pay period after submission of the appropriate and approved paperwork to CTH Human Resources.

B. Preceptor Pay

Whenever any employee is a formal Preceptor, an additional \$1 per hour is added to the base wage rate for those hours actually worked as a Preceptor. The employee must have successfully completed the formal Preceptor training program to be eligible to receive this extra pay. In order to qualify, the Preceptor's activities must be approved and scheduled in advance by the supervisor and must not be a normal part of the job, but duties over and above what is required for the position.

C. Pay for Leading Training Programs

Whenever any employee leads formal training programs on the job, an additional five percent (5%) is added to the base wage rate for those hours actually worked as a formal trainer. In order to qualify, the following criteria must be met:

1. A discussion must occur between the employee and manager about the training need and benefit;
  2. The trainer must submit a proposal or outline for the training program; and
  3. the proposal or outline must be approved and scheduled in advance by the supervisor and must not be a normal part of the job, but duties over and above what is required for the position.
4. The employee will be paid their regular wage rate for the above activities. The employee is eligible for the five percent (5%) wage increase after the proposal is approved when performing the following tasks: preparation for the training, developing training materials (power points/handouts), researching, preparing and submitting training for continuing education credit, and conducting the training. Examples of this training include a department skills day, a peri-op program.

D. Lead Pay/Team-Leader Pay

Whenever an employee works as the lead worker on the shift, the employee is paid at a rate that is three percent (3%) higher than the regular base wage rate. This designation must be approved and scheduled in advance by the supervisor on each applicable shift.

E. Other Special Increases

Other special increases may be approved by Human Resources and granted to employees or to groups of employees and are usually based on exceptional job performance, completion of a major project or other extenuating circumstance. These increases are in the form of a one-time incentive bonus and are not added to the employee's base wage rate. Such wage increases are customarily negotiated first, but the Hospital may implement such special increases after meeting and discussing them with the Association. Nothing herein constitutes a waiver of the Association's right to negotiate regarding such special increases when the parties next negotiate this Agreement or this Article.

**ARTICLE 27 – PAID TIME OFF (PTO) AND MAJOR SICK LEAVE PLANS**

The following describes the Paid Time Off and Major Sick Leave plans at the Hospital for unit employees:

Section 1:

ACCRUAL

- A. Employees with a seniority (benefit service) date, as defined in Article 6, prior to July 1, 2006, will accrue PTO based on the following table:

Based Upon 80 paid hours per pay period	5 Years Thru 9 Years	10 or more Years
Total PTO: Days (8 hour days)	33	38
Hours	264	304
Hours Accrued Per Pay Type Hours as defined below	0.1269	0.1462
Maximum Accrual Hours	396	456

Effective January 1, 2023: this Section 1(A) accrual table will sunset and be replaced by the accrual table in Section 1(D) below; and, the employees accruing PTO as set forth in this table will accrue PTO as set forth in Table 1(D) below.

- B. Employees with a seniority (benefit service) date, as defined in Article 6, after July 1, 2006 and prior to July 1, 2011, will accrue PTO based on the following table:

Based Upon 80 paid hours per pay period	Seniority/Cont. Service date thru 2 Years	3 Years Thru 5 Years	6 Years Thru 9 Years	10 Years Thru 14 Years	15 or more Years
Total PTO: Days (8 hour days)	25	30	32	36	38
Hours	200	240	256	288	304
Hours Accrued Per Pay Type Hours as defined below	0.0962	0.1154	0.1231	0.1385	0.1462
Maximum Accrual Hours	300	360	384	432	456

Effective January 1, 2023: this Section 1(B) accrual table will sunset and be replaced by the accrual table in Section 1(D) below; and, the employees accruing PTO as set forth in this table will accrue PTO as set forth in Table 1(D) below.

- C. Employees with a seniority (benefit service) date, as defined in Article 6, after July 1, 2011 will accrue PTO based on the following table:

Based Upon 80 paid hours per pay period	Seniority/Cont. Service date thru 2 Years	3 Years Thru 9 Years	10 Years Thru 19 Years	20 or more Years
Total PTO: Days (8 hour days) Hours	24 192	28 224	33 264	38 304
Hours Accrued Per Pay Type Hours as defined below	0.0923	0.1077	0.1269	0.1462
Maximum Accrual Hours	288	336	396	456

Effective January 1, 2023: this Section 1(C) accrual table will sunset and be replaced by the accrual table in Section 1(D) below; and, the employees accruing PTO as set forth in this table will accrue PTO as set forth in Table 1(D) below.

- D. Effective January 1, 2023, employees will accrue PTO based on their seniority (benefit service) date, as defined in Article 6, based on the following table:

Based Upon 80 paid hours per pay period	Start (Year 0) Thru Year 3	Year 4 Thru Year 9	Year 10 and After
Total PTO: Days (8 hour days) Hours	28 224	33 264	38 304
Hours Accrued Per Pay Type Hours as defined below	0.1077	0.1269	0.1462
Maximum Accrual Hours	336	396	456



- E. Paid Time Off is accrued by Full Time and Part Time employees according to the applicable above table on all paid hours, up to the maximum of 124 paid hours per pay period. "Paid hours" includes hours for all straight time, overtime, flex hours (scheduled work hours not worked due to a "Delayed Start," "Early Home" or "Hospital Request" [See Article 17]), call back and holiday paid hours. PTO does not accrue on standby.
- F. Employees sent home early pursuant to Article 17 will accrue PTO for the shift as scheduled. Employees sent home early in a standby status pursuant to Article 17 will also accrue PTO for the shift as scheduled, regardless of any callback pay.

Section 2:

ADMINISTRATIVE GUIDELINES

- A. During the first three months of continuous employment, an employee may use accrued PTO subject to normal supervisory approvals, limited to listed holidays and to Hospital-required "flex" days for low census. An employee's PTO balance may not go into a negative balance. Otherwise, employees shall become eligible to use accrued Paid Time Off and Major Sick benefits upon completion of three (3) months of service. Should the employee terminate employment during the introductory period, no PTO is available at time of termination.
- B. A terminating or laid-off employee who has completed their probationary period will be paid all accrued but unused Paid Time Off in their final paycheck.
- C. Through December 31, 2022, there are nine (9) recognized holidays on which an employee will be paid time and one-half if the employee works those days: New Year's Day (January 1); President's Day (third Monday in February); Memorial Day (last Monday in May); Independence Day (July 4); Labor Day (first Monday in September); Veterans Day (November 11); Thanksgiving (fourth Thursday in November); Family Day (Friday following Thanksgiving); and, Christmas (December 25). PTO, if available, can be used when off work due to an official Hospital holiday.
- D. Effective January 1, 2023, there are eleven (11) recognized holidays on which an employee will be paid time and one-half if the employee works those days: New Year's Day (January 1); Martin Luther King Day (third Monday in January); President's Day (third Monday in February); Memorial Day (last Monday in May); Independence Day (July 4); Labor Day (first Monday in September); Nevada Day (last Friday in October); Veterans Day (November 11); Thanksgiving (fourth Thursday in November); Family Day (Friday following Thanksgiving); and, Christmas (December 25). PTO, if available, can be used when off work due to an official Hospital holiday.
- E. An employee may accumulate PTO hours up to a maximum of one and one half (1½) times their current annual accumulation rate. The employee should take at least one (1) week of time off each calendar year.

F. PTO (other than for illness) should when possible be scheduled through the Department Manager as follows:

Less than one (1) Day Requested Off	One (1) to Four (4) Days Requested Off	Five (5) to Ten (10) Days Requested Off	Eleven (11) or more Days Requested Off
Employee will, when possible, provide at least 48 hours advance notice to Manager.	Employee will, when possible, provide at least two (2) days advance notice to Manager.	Employee will, when possible, provide at least one (1) month advance notice to Manager.	Employee will, when possible, provide at least two (2) months advance notice to Manager.
Manager will approve or deny within one (1) business day.	Manager will approve or deny within two (2) business days.	Manager will approve or deny within ten (10) business days.	Manager will approve or deny within fifteen (15) business days.

1. Subject to the required skill mix of staff, seniority (as defined in Article 6) will be controlling when two or more employees are seeking to utilize PTO on the same available day(s). An “available day” is one which has not been previously requested by and approved for another employee, regardless of seniority.
  - a. An exception to using seniority occurs when a competing employee has not been able to take PTO for reasons beyond their control (e.g., not able to take PTO due to a competing employee, another employee being on a leave of absence, FML, injury).
  - b. The mechanisms established hereby are not applicable to holidays. In the case of holidays, each department will establish an equitable method to ensure that all employees in the department have roughly equal access to PTO for holidays.
2. Should the employee’s request be denied, the employee should be given an acceptable reason for denial and a reasonable alternative may be proposed by the employee and approved by the employee’s Department Head or designee subject to operational requirements of the Hospital.
3. The Manager has primary responsibility for arranging coverage for an employee utilizing PTO. The Hospital and Managers will make every effort to staff departments at sufficient levels to accommodate reasonable PTO requests from department employees.

G. A twelve-hour shift employee may not be required to use more than thirty-six (36) hours of PTO for each work week missed.

H. An employee may miss scheduled shifts in compliance with the Hospital’s “Mental Health Day” policy, and it will not be counted against the employee as an “occurrence” under the Hospital’s attendance policy.

- I. Employees may miss one (1) scheduled shift per year, with advance notice, to participate in their chosen 501(c)(3) non-profit community volunteer program, and it will not be counted as an “occurrence” under the Hospital’s attendance policy.
- J. Full-time or Part-time employees transferring to a Per Diem status will be paid all available PTO hours during the regular payroll period in which they are officially per diem employees. When an employee converts from full-time to part-time or part-time to full-time, the employee retains all PTO previously available to them.
- K. When an employee’s accrual rate changes by virtue of the anniversary of their benefit service date, the new accrual rate will commence in the first full pay period following that anniversary.
- L. PTO may not be used as part of the termination notice period.
- M. PTO is not used in the computation of overtime.
- N. Available PTO hours must be used prior to an employee requesting time off without pay and it being granted.

### Section 3:

#### DONATION OF PTO TO ANOTHER EMPLOYEE

An employee may donate PTO to another employee who has exhausted paid leave and is experiencing a significant hardship, such as the employee’s major illness or a major illness in the employee’s family. Such PTO donations will be handled in the following manner:

- A. The donor employee’s PTO will be converted to dollars utilizing the donor employee’s base wage rate.
- B. The donated PTO dollars will be converted to PTO hours at the receiving employee’s base wage rate, and the donated PTO hours will be placed in the recipient employee’s PTO bank.
- C. The recipient employee will be notified of the transfer but will not be informed of the identity of the donating employee.
- D. Donor employees must have at least eight (80) hours of PTO in their PTO banks following the donation.

### Section 4:

#### CASH OUT OF ACCRUED PAID TIME OFF

Employees will be permitted to apply for a cash out of a portion of their accrued Paid Time Off in lieu of taking the PTO as paid time off subject to the following procedures:

A. Eligibility

1. The employee must be employed continuously in a full or part time benefited position for a minimum of one (1) year.
2. The employee must have a minimum of one hundred (100) hours of accrued PTO.

B. Access

1. The minimum amount of PTO that can be requested to cash out is twenty (20) hours;
2. The employee must have a minimum balance of 80 hours of accrued PTO after the cash-out;
3. The maximum amount of PTO that may be cashed out in a given calendar year is eighty (80) hours;
4. An employee can request a cash-out of PTO a maximum of two (2) times per calendar year; and
5. An exception to the eighty (80) hour limit above can be requested, but is limited to a demonstrated medical or financial hardship(s) as determined by the Hospital.

C. Process

1. A request to cash out PTO within the eighty (80) hour limit may be submitted directly to CTH Payroll. A request to cash out PTO in excess of the eighty (80) hour limit must be submitted to CTH Human Resources. CTH Payroll will disburse PTO cash-out checks on the regular pay date that occurs after fourteen (14) days from the date of cash-out request or approval of the hardship exception.
2. Cashed-out PTO will be treated as regular income for tax purposes.
3. In order to comply with the regulations of the United States Treasury Department and the Internal Revenue Service surrounding constructive receipt, cashed-out PTO will be valued at \$0.90 on the dollar.

Section 5:

PTO CONVERSION OF HOURS ACCRUED IN THE FUTURE (Pursuant to Article 22, Section (4)(D))

Employees may also elect to convert Paid Time Off hours to be earned in the future for Benefit Dollar Credits to be added to the employee's bi-weekly paycheck to help pay for other benefits or to use as additional taxable take-home pay, under the following procedures.

- A. The PTO conversion request must be made during the annual benefits Open Enrollment period for implementation during the following calendar year. The conversion request is made through the process identified by the hospital.
- B. The employee may convert up to forty (40) hours of PTO which would be earned during the following benefit year for Benefit Dollar Credits.

- C. The value of PTO hours converted is calculated using the scheduled wage increase in Article 26(5)(A) and the employee's base hourly wage rate on October 1 each year immediately preceding the annual Open Enrollment period for the year following. The calculated value will not change throughout the following calendar year. Converted PTO will be valued at \$1.00 on the dollar.
- D. The total value of the PTO hours converted will be divided by twenty-six (26) and that number will be added to each paycheck as taxable Benefit Dollar Credits in the following calendar year. PTO earned during the year will be reduced by the proportionate number of hours converted by the employee. The conversion election is only valid for one (1) year.
- E. Benefit Dollar Credits not spent on welfare, retirement or voluntary benefits will revert to taxable income on the employee's paycheck each pay period.

Section 6:

MAJOR SICK ACCRUAL

Full-time and Part-time employees will accrue Major Sick hours at the rate of .0192 hours per hour paid not to exceed 1.54 hours per pay period. "Hours paid" are defined the same as hours paid for PTO accrual.

- A. The maximum accrual for the Major Sick Bank will not exceed one thousand and forty (1,040) hours.
- B. Full-time and Part-time employees must complete three (3) months of continuous employment to be eligible to use Major Sick time.
- C. An employee's accumulated Major Sick balance will not be paid to the employee upon termination or resignation, and all such balances are eliminated upon the employee's separation. However, if an employee is laid-off, the employee's Major Sick balance will be reinstated if the employee is rehired within twelve (12) months.
- D. An employee is eligible to use Major Sick time for their own illness or when they are receiving certain medical services. The employee must submit documentation from a licensed health care provider certifying that they are disabled and unable to work. Employees may access their Major Sick bank as follows:
  - 1. An employee may access immediately when hospitalized or receiving an outpatient procedure that requires physician monitored sedation.
  - 2. An employee may access immediately when the employee has been injured at work, and it is an approved claim with the workers compensation insurance carrier.
  - 3. An employee may access after being off work for forty (40) consecutive hours or seven (7) consecutive days. When this option is initiated, the employee

must use PTO, if available, for regular scheduled shifts during the first forty (40) hours or seven (7) days scheduled. However, an employee will not be required to first utilize PTO during the first forty (40) hours or seven (7) days scheduled if the employee's health care provider certifies that the employee will be off work for at least forty (40) consecutive hours or seven (7) consecutive days.

4. After exhausting PTO, an employee may access for intermittent leave under the Family and Medical Leave Act to receive treatment for a life threatening disease (e.g., congestive heart failure, lung disease, cancer).
  5. If the Hospital deems it necessary it may require a second certification of a disability by a licensed physician of its choice. The Hospital will assume the expense of any such examination and reserves the right to select the physician.
  6. An employee may access for the purpose of taking care of an immediate family member and documentation is produced to indicate the family member's need for care. This provision is not applicable in the case of intermittent FML to care for a family member.
  7. An employee may access for the purpose of taking paid leave concurrent with FML leave to bond with a newborn or newly placed child.
  8. An employee may access while off work awaiting the employee's own COVID-19 test result.
  9. An employee may access while off due to the employee's own positive COVID-19 test result.
  10. An employee may access while off work because CTH Employee Health has ordered the employee to quarantine.
  11. An employee may access for up to three (3) days due to illness as a side effect of vaccination (proof of vaccination, including date, required).
  12. An employee may donate leave from the employee's Major Sick bank to another employee who qualifies for Major Sick time off but has exhausted his or her Major Sick bank. Such Major Sick donations will be handled in the following manner:
    - i. The donor employee's Major Sick will be converted to dollars utilizing the donor employee's base wage rate.
    - ii. The donated Major Sick dollars will be converted to Major Sick hours at the receiving employee's base wage rate, and the donated Major Sick hours will be placed in the recipient employee's Major Sick bank.
    - iii. The recipient employee will be notified of the transfer but will not be informed of the identity of the donating employee.
    - iv. Donor employees must have at least eight (80) hours of Major Sick in their Major Sick banks following the donation.
- E. An employee's accrued time in the Major Sick bank is eliminated when the employee transfers to Per Diem status.

- F. Major Sick bank accumulation may be used in the case of disability due to an on-the-job illness or injury for the waiting period and to supplement workers compensation disability payments up to an employee's daily take home pay. Part-time employees will be paid based on their average hours worked in the previous three (3) months.
- G. If an employee has completed their waiting period under Major Sick and attempts to return to work but is unable to do so, the employee will not have to complete a second waiting period as long as it is a continuing disability/diagnosis, and the licensed health care provider recertifies the employee as disabled.
- H. If an employee is permitted by their health care provider to return to work on a part-time basis following a disability, the employee will be allowed to supplement their pay up to the equivalent of their normal daily straight time rate from their Major Sick bank. An employee may not do this for more than six (6) weeks per occurrence of a diagnosis/disability.
- I. Once an employee is released by their licensed health care provider to return to work, and is able to resume their previous work schedule and job responsibilities, Major Sick time compensation will stop. Further follow-up medical treatment (e.g., Dr. office visits, etc.) will be paid from PTO, if available.

## ARTICLE 28 - RETIREMENT PLAN

The Hospital agrees to continue to make a 401(k) plan comparable to the one existing on June 30, 2011, available to all employees. For employees that contribute a percentage of their gross annual income received from the Hospital to the 401(k), the Hospital will make a matching contribution as follows:

Employee's Contribution (Percentage of Gross)	Hospital's Matching Contribution
1.0%	1.0%
2.0%	2.0%
3.0%	3.0%
4.0%	4.0%
5.0%	4.5%
6.0% or more	5.0%

The employee shall be immediately and fully vested in both their individual contribution and the Hospital's matching contribution.



## ARTICLE 29 - SAFETY COMMITTEE PARTICIPATION

The parties agree to provide one position on the Hospital Safety Committee to represent the Association and the employees of the Bargaining Unit. The Association shall designate the representative in writing and that person shall be responsible to attend the monthly meetings of the Committee. The person selected will be paid for time spent attending the meeting and the employee shall be responsible to maintain confidentiality with regard to certain discussions held by the Committee pertaining to any individual employee or patient.

## ARTICLE 30 – UNIFORMS

The Hospital has established standards for employees regarding attire, cleanliness and appearance and employees must comply with these standards. Specific standards of attire apply to employees who provide direct patient care or who work in patient care areas.

- A. Some departments require their employees to wear uniforms while on duty. If uniforms are distinctive in design and/or color, they are provided by the Hospital. Replacements are provided according to reasonable wear and tear standards. These uniforms that are supplied by the Hospital are of a fabric and style that are to be washed and maintained by the employee.
- B. Employees who provide direct patient care are responsible for the maintenance of their scrubs and lab coats, with the exception of those working in areas that are determined by Infection Control standards to require the scrubs and lab coats to remain on the premises and to be washed by the Hospital.

## ARTICLE 31 – EMPLOYEE RECOGNITION PROGRAMS

The Hospital may provide both formal and informal recognition programs to reward employees who go above and beyond. These recognition programs may include small monetary awards, public announcements and other ways to publicly thank these special deserving employees.

## ARTICLE 32 – NURSE STAFFING PARTICIPATION

The parties agree to provide two positions on the CTH Nurse Staffing Committee to represent the Association and the employees of the Bargaining Unit. The Association shall designate the two Registered Nurse (RN) representatives in writing and these persons shall be responsible to attend the quarterly meetings of the Committee. The persons selected will be paid for time spent attending the meeting and they shall be responsible to maintain confidentiality with regard to certain discussions held by the Committee pertaining to any individual employee or patient. This committee is advisory only and does not waive any management rights in Article 4.

APPENDIX A  
BARGAINING UNIT CLASSIFICATIONS

1312 REMOTE LOUI PATIENT ACCESS & PRE SERVICE REP
1382 REMOTE ARIZONA CODING DIAGNOSTICIAN
1382 REMOTE COLORADO CODING DIAGNOSTICIAN
1508 REMOTE OREGON SENIOR CLINICAL Q&O SPEC PD
3002 REMOTE WASHINGTON CLINIC REGISTERED NURSE
3076 REMOTE TEXAS CLINIC RECEPTIONIST SCHEDULER II
340B COORDINATOR
884B REMOTE CALIFORNIA CODER II
885B REMOTE HAWAII CODER I
ACCOUNTS PAYABLE REPRESENTATIVE
ACTIVITY SPECIALIST BHS
ADMINISTRATIVE ASSISTANT
ADMINISTRATIVE ASSISTANT ENGINEERING
ADVANCE PRACTICE EMERGENCY DEPARTMENT TECHNICIAN
AMBASSADOR
AMBULATORY INFUSION CENTER MEDICAL ASSISTANT
APPLICATIONS ANALYST II
APPLICATIONS ANALYST III
AVASURE TECH
BHS ADMISSION COORDINATOR
BHS CASE MANAGER NON CERT
BHS PATIENT ACCESS & UTILIZATION REVIEW REP
BHS THERAPIST
BHS THERAPIST INTERN
BILLING COLLECTIONS SPECIALIST
CANCER CENTER ASSISTANT
CARDIAC & PULMONARY REHAB COORDINATOR
CARDIAC DEVICE SPECIALIST REGISTERED NURSE
CARDIAC DEVICE TECHNICIAN II
CARDIAC SONOGRAPHER
CARDIOLOGY TECHNICIAN
CASE MANAGER
CASE MANAGER RN
CASHIER
CENTRAL SUPPLY TECHNICIAN I
CENTRAL SUPPLY TECHNICIAN II
CERTIFIED NURSING ASSISTANT
CERTIFIED OCCUPATIONAL THERAPY ASSISTANT
CHARGE REGISTERED NURSE
CLINIC LPN
CLINIC MEDICAL ASSISTANT
CLINIC MEDICAL ASSISTANT II
CLINIC MEDICAL RECORDS CLERK
CLINIC RECEPTIONIST SCHEDULER I
CLINIC RECEPTIONIST SCHEDULER II

CLINIC REGISTERED NURSE
CLINICAL DOC SPECIALIST
CLINICAL DOCUMENTATION SPECIALIST
CODER & BILLER
CODER I
CODER II
CODER III
COMMUNITY EDU LIAISON
COMMUNITY HEALTH WORKER
CONGESTIVE HEART FAILURE REGISTERED NURSE
COOK
COURIER
CREDIT REIMBURSEMENT BALANCE SPECIALIST
CT TECHNOLOGIST
CTMG MEDICAL ASSISTANT
CTMG QUALITY COORDINATOR
DIETETIC TECHNICIAN
DIETITIAN
DIETITIAN NUTRITION CARE COORDINATOR
DIETITIAN NUTRITION COUNSELING
DISHWASHER
ED OPERATIONS READINESS COORDINATOR
ED PATIENT FLOW COORDINATOR
EDUCATION ASSISTANT
ELECTRICIAN
EMERGENCY DEPT TECHNICIAN
EMERGENCY PREPAREDNESS
EMERGENT CARE TECHNICIAN
EMPLOYEE HEALTH ASSISTANT II
EXERCISE PHYSIOLOGIST
FACILITIES TECHNICIAN
FINANCIAL COUNSELOR INPATIENT
FOOD SERVICE MEAL CONCIERGE
FOOD SERVICE WORKER
HEAD MT BLOOD BANK
HEAD MT CHEMISTRY
HEAD MT HEMATOLOGY
HEAD MT MICROBIOLOGY
HEALTH & WELLNESS COORDINATOR
HEALTH UNIT COORDINATOR
HIM PROVIDER ANALYST
HIM TECH I
HIM TECH II
HISTOLOGY TECHNICIAN
HOUSEKEEPER
HOUSEKEEPER FLOOR FINISH
HVAC TECHNICIAN
INVENTORY CONTROL COORDINATOR
IT ASSET COORDINATOR

IT SERVICE TECHNICIAN I
IT SERVICE TECHNICIAN II
IT SERVICE TECHNICIAN III
LAB ASSISTANT & PROCESS SPECIALIST
LAB COURIER CLERK
LAB TECHNICIAN ASSISTANT
LABORATORY ASSISTANT
LABORATORY CLERK
LACTATION CONSULTANT
LEAD CARDIAC SONOGRAPHER
LEAD CENTRALIZED SERVICES REP
LEAD CLINIC RECEPTIONIST SCHEDULER
LEAD CP RESPIRATORY THERAPIST
LEAD CT TECH
LEAD FACILITIES TECHNICIAN
LEAD FANS FACILITY
LEAD FOOD & NUTRITION
LEAD HOUSEKEEPER
LEAD LAB BILLING CLERK
LEAD MAINTENANCE TECH
LEAD MAMMOGRAPHY TECH
LEAD MEDICAL ASSISTANT WITH CERT
LEAD MRI TECH
LEAD OB TECHNICIAN
LEAD PATIENT ACCESS REP
LEAD RAD TECH
LEAD RESPIRATORY THERAPIST
LEAD STARBUCKS BARISTA
LEAD THERAPY CLERK
LEAD TUMOR REGISTRAR
LEAD ULTRASOUND TECH
LICENSED PRACTICAL NURSE I
LICENSED PRACTICAL NURSE II
LINEN AIDE
MAINTENANCE TECHNICIAN
MAMMOGRAPHY TECHNOLOGIST
MEDICAL ASSISTANT I
MEDICAL ASSISTANT II
MEDICAL TECHNOLOGIST
MENTAL HEALTH TECH I
MENTAL HEALTH TECH II
MRI TECHNOLOGIST
NUCLEAR MED TECHNOLOGIST
NURSE APPRENTICE
NURSING ADMINISTRATION COORDINATOR
OB TECHNICIAN
OCCUPATIONAL THERAPIST
ONCOLOGY PATIENT NAVIGATOR
ORAL CHEMOTHERAPY COORDINATOR

OUTPATIENT CLINIC OFFICE ASSISTANT
OUTREACH SPECIALIST BHS
PATHOLOGY CYTO TECH
PATIENT ACCESS & PRE SERVICES REP
PATIENT ACCESS REP I
PATIENT ACCESS REP II
PATIENT ACCOUNTS CUSTOMER SERVICE REPRESENTATIVE
PATIENT ASSISTANCE PROGRAM COORDINATOR
PATIENT EXPERIENCE REPRESENTATIVE
PATIENT EXPERIENCE SPECIALIST
PATIENT TRANSPORTER
PAYROLL SPECIALIST
PBX OPERATOR & RECEPTIONIST
PHARMACIST
PHARMACY TECHNICIAN COURIER
PHARMACY TECHNICIAN I
PHARMACY TECHNICIAN II
PHARMACY TECHNOLOGY SPECIALIST
PHILANTHROPY COORDINATOR
PHO APPLICATION ANALYST I
PHO APPLICATION ANALYST II
PHYSICAL THERAPIST
PHYSICAL THERAPIST ASSISTANT
PLUMBER
QUALITY & INFECTION CONTROL COORDINATOR
QUALITY ANALYST & REGISTRAR
QUALITY DATA ANALYST
RAD TECH SPECIALTY LABS
RADIOLOGIC TECH
RADIOLOGY TECH AIDE
REGISTERED NURSE
REGISTERED NURSE CRITICAL CARE FLOAT POOL
REGISTERED NURSE EMPLOYEE HEALTH
REGISTERED NURSE FIRST ASSISTANT
REGISTERED NURSE FLEX POOL
REGISTERED NURSE FLOOR CARE FLOAT POOL
REGISTERED NURSE WOUND CARE
REHAB TECH
REMOTE CLINIC REGISTERED NURSE
REMOTE CODER I
RESOURCE REGISTERED NURSE
RESPIRATORY CARE PRACTITIONER
REVENUE CYCLE LIAISON
SAFETY COORDINATOR
SCHEDULER
SCHEDULER & MEDICAL ASSISTANT
SCHEDULER & REGISTRAR
SECRETARY LAB MED



SECURITY SHIFT SUPERVISOR
SENIOR BUYER
SENIOR ENDOSCOPY TECHNICIAN
SENIOR MEDICAL STAFF CREDENTIALING SPECIALIST
SENIOR MEDICAL STAFF ENROLLMENT SPECIALIST
SOCIAL WORKER BSW
SOCIAL WORKER MSW
SOUS CHEF
SPECIALTY DESIGNATION CLINICAL COORDINATOR
SPEECH LANGUAGE PATHOLOGIST
SSH ANESTHESIA TECH
SSH PLANT MAINTENANCE ENGINEER
SSH PRE ADMIT ASSISTANT
STAFF CHAPLAIN
STAFFING COORDINATOR
STARBUCKS BARISTA
SUBSTANCE ABUSE COUNSELOR
SUPPLY HANDLER I
SUPPLY HANDLER II
SURG CENTRAL SERVICES TECH
SURGERY BUYER OR TECHNOLOGIST
SURGICAL ADMISSION REGISTERED NURSE
SURGICAL TECHNOLOGIST
SYSTEM RAC SUPPORT
THERAPY CLERK
TRANSITIONAL CARE REGISTERED NURSE
ULTRASOUND TECHNOLOGIST
UNIT CLERK
UNIT CLERK II
UNIT CLERK MONITOR TECH IP
UNIT CLERK MONITOR TECH OUTPT
UNIT CLERK SCHEDULER
URGENT CARE TECHNICIAN
UTILITY CLERK
UTILIZATION REVIEW SPECIALIST
WELLNESS ASSISTANT
WOUND CENTER MEDICAL ASSISTANT

APPENDIX B  
BARGAINING UNIT PAY GRADES AND WAGE RANGES  
January 1, 2022 (October 31, 2021)

GRADE	MIN	MID	MAX
1	\$15.75	\$19.69	\$23.63
2	\$16.93	\$21.16	\$25.40
3	\$18.20	\$22.75	\$27.30
4	\$19.57	\$24.46	\$29.35
5	\$21.03	\$26.29	\$31.55
6	\$22.61	\$28.26	\$33.92
7	\$24.31	\$30.38	\$36.46
8	\$26.13	\$32.66	\$39.20
9	\$28.09	\$35.11	\$42.13
10	\$30.20	\$37.75	\$45.29
11	\$32.46	\$40.58	\$48.69
12	\$34.90	\$43.62	\$52.34
13	\$37.51	\$46.89	\$56.27
14	\$40.33	\$50.41	\$60.49
15	\$43.35	\$54.19	\$65.03
16	\$46.60	\$58.25	\$69.90
17	\$50.10	\$62.62	\$75.15
18	\$53.85	\$67.32	\$80.78
19	\$57.89	\$72.37	\$86.84

APPENDIX C  
INDIVIDUAL AND GROUPED DEPARTMENTS LISTING

<b>Behavioral Health Services</b>
BHS INPATIENT
FIRST EPISODE PSYCHOSIS
BHS OUTPATIENT CRISIS TRIAGE CENTER
ASSERTIVE COMMUNITY TREATMENT
BHS OUTPATIENT PSYCHIATRY
BHS OUTPATIENT CRISIS TRIAGE CENTER
EARLY DIVERSION ACT
BHS COMMUNITY OUTREACH
BHS ADMINISTRATION STAFF
<b>Carson Tahoe Medical Group</b>
ONCOLOGY PRACTICE
NEUROSURGERY CLINIC
CARSON URGENT CARE
CARSON CARDIOLOGY PHYSICIAN CLINICS
CARSON CARDIOLOGY PHYSICIAN CLINICS
MINDEN PHYSICIANS CLINIC
CARSON CITY MIDTOWN
CTMG RENO
DAYTON PHYSICIANS CLINIC
CARSON PHYSICIANS CLINIC
PLASTIC SURGERY
CTMG ENDOCRINOLOGY
PC RHEUMATOLOGY
PC FLOAT POOL
PC CENTRALIZED PHONES
PC ADMINISTRATION
CARSON TAHOE PAIN INSTITUTE
7264 REMOTE TEXAS PHYSICIAN CLINIC
7264 REMOTE WASHINGTON PHYSICIANS CLINIC
CTMG SPECIALTY CLINIC
CTMG PSYCHIATRY
<b>Inpatient</b>

MMC LABORATORY REVENUES
TELEMETRY UNIT
SURGICAL ORTHO UNIT
MEDICAL ONCOLOGY
PEDIATRICS UNIT
WOMEN'S & CHILDREN SERVICES
SURGICAL OPERATING ROOM
SURGICAL PREOP SERVICES
RECOVERY ROOM
ANESTHESIOLOGY
CENTRAL PROCESSING
LABORATORY
ENDOSCOPY
EKG
CARDIOLOGY ECHO
RESOURCE
XRAY
MRI
IMAGING ADMIN
ULTRASOUND
CT
NUCLEAR MED
PHARMACY
RESPIRATORY CARE
PHYSICAL THERAPY
OCCUPATIONAL THERAPY
SPEECH THERAPY
EMERGENCY ROOM
SPECIAL PROCEDURES ARC
SPECIALTY DESIGNATIONS
CLINICAL FOOD SERVICES OUT PATIENT
CTC HOSPITAL OUTPATIENT DEPARTMENT
OUTPATIENT WOUND CARE
CARSON OUTPATIENT PHYSICAL THERAPY
CARSON OUTPATIENT OCCUPATIONAL THERAPY
CARSON OUTPATIENT SPEECH THERAPY
CARDIAC CATH LAB
PATIENT FOOD SERVICES
STARBUCKS
LAUNDRY & LINEN
PATIENT EXPERIENCE
MISSION INTEGRATION
PATIENT TRANSPORT

ENVIRONMENTAL SERVICES
PLANT OPERATIONS
CENTRAL SCHEDULING
SECURITY
VOLUNTEERS
NURSING ADMINISTRATION
SITTER OTHER
FLOAT POOL
MONITOR TECHS
SUPPLY CHAIN MANAGEMENT
COURIERS
INFORMATION TECHNOLOGIES
PATIENT REGISTRATION
EMPLOYEE HEALTH
MEDICAL RECORDS
MEDICAL STAFF
QUALITY MANAGEMENT
INTEGRATED CARE MANAGEMENT
7149 REMOTE ARIZONA MED IMAGING ADMIN SUPPORT
8701 REMOTE CALIFORNIA MEDICAL RECORDS
7149 REMOTE COLORADO MED IMAGING ADMIN SUPPORT
8701 REMOTE HAWAII MEDICAL RECORDS
8561 REMOTE LOUISIANA PATIENT REGISTRATION
SS POST OP UNIT
SS OPERATING ROOM
SS PREOP SERVICES
SS RECOVERY ROOM
SS CENTRAL PROCESSING
SS ANESTHESIOLOGY
PRE ADMIT
INPATIENT WOUND CARE
SMC DIETARY SERVICES
ACCOUNTING & FINANCE
PATIENT ACCOUNTING
CLINICAL EDUCATION SERVICES
LONG TERM ACUTE CARE UNIT
LT RESPIRATORY CARE
LT ADMINISTRATION
HEALTH & WELLNESS INSTITUTE
INTENSIVE CARE UNIT
<b>Specialty Outpatient</b>
CARSON TAHOE SURGERY CENTER

AMBULATORY INFUSION CENTER
CANCER SERVICES
CARDIAC REHAB SERVICES
MINDEN OUTPATIENT PHYSICAL THERAPY
MINDEN IMAGING
MOMS PROGRAM
DIABETES EDUCATION OUT PATIENT
PET CT
BREAST CENTER
<b>Urgent Care/Walmart/Minden Emergent Care</b>
WALMART NORTH CARSON MARKET
WALMART SOUTH CARSON TOPSY
DAYTON URGENT CARE
WALMART GARDNERVILLE
MINDEN EMERGENT CARE