

THIRD MEMORANDUM OF UNDERSTANDING

to the

CONTRACT

between

CARSON TAHOE REGIONAL HEALTHCARE

and the

CARSON-TAHOE HEALTHCARE EMPLOYEES ASSOCIATION

(January 1, 2022 – December 31, 2024)

This Third Memorandum of Understanding (“MOU”) is agreed and entered in to by Carson Tahoe Regional Health Care (“Hospital”) and the Carson-Tahoe Healthcare Employees Association (“Association”), who may be referred to individually herein as a “Party” or collectively as the “Parties,” and concerns the Hospital’s establishment of the ASCEND Program, providing a proficiency advancement ladder with corresponding bonus pay for qualifying Employees in the Bargaining Unit represented by the Association.

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

WHEREAS, the Hospital has recognized the Association as the exclusive bargaining agent for the “Bargaining Unit” Employees as set forth in Article 3 of the Contract (“Employees”), including but not limited to Registered Nurses (“RNs”),

WHEREAS, the Parties share a mutual goal of attracting and retaining a quality staff to enhance patient care,

WHEREAS, the Hospital has developed a program that recognizes and encourages the professional development and career advancement of RN and other Employees (the “ASCEND Program”).

WHEREAS, the Parties have met and discussed the terms and conditions of employment for RNs and other Employees,

NOW THEREFORE, the Parties agree as follows:

1. Effective October 1, 2023, the Hospital will implement the ASCEND Program.
2. The Hospital will determine the final version of the program, but the Parties have agreed that the ASCEND Program will have the following features:

- a. There will be separate subprograms for RNs and non-RN Employees.
 - b. All RNs and Employees are eligible to participate in the program.
 - c. The program will establish five levels of proficiency—Level I through Level V. Employees may advance through Levels by meeting objective criteria established by the Hospital. The Hospital may require interviews to advance to or requalify for a Level, but no Employee who meets the required objective criteria will be denied advancement or requalification.
 - d. New Employees and new RNs will commence at Level I.
 - e. Employees achieving Levels II through V will receive a bonus amount equal to 2%, 4%, 6% or 10% respectively of the Employee's annual base pay as determined by their wage rate and regular shift assignment. The bonus will be paid no later than eight weeks after the Employee's advancement to a Level. Employees may requalify for the bonus on an annual basis, and subsequent bonuses will be paid to requalifying Employees no later than eight weeks after their qualification anniversary date.
 - f. Employees must have a rating of "Successful" on their most recent annual performance evaluation to advance to a Level or requalify for a Level.
 - g. Employees who receive a Written Warning or more serious disciplinary document are disqualified from advancing to a Level or requalifying for a current Level for a period of 12 months from the date the disciplinary document is issued to the Employee.
 - h. The program will not have any "peer review" components for advancement to a Level or requalifying for a Level.
 - i. Operation and administration of the ASCEND Program will be supervised by the Hospital's Educational Development & Advancement Council ("Council") or another committee or working group designated by the Hospital. The Parties agree that CTHEA will be afforded one seat on the Council, committee or working group that supervises operation and administration of the ASCEND Program.
3. This MOU commences upon execution and will remain in effect for the duration of the Contract. Prior to Contract expiration/renewal, the Parties will meet and negotiate whether the MOU will be continued and whether it will be memorialized in the

Contract. If no agreement is reached otherwise, the MOU and the ASCEND Program will expire on December 31, 2024.

FOR THE HOSPITAL

Michelle Miller
Michelle Miller, Vice President
and Chief Human Resource Officer

Dated: 1/12/2023

FOR THE ASSOCIATION

Tracy C. Hildman
Tracy Hildman, Secretary

Dated: 1/12/2023