**ADDENDUM NUMBER 1**

**TO MEMORANDUM OF UNDERSTANDING**

**Tahoe Forest Hospital District** (the “**District**”) and the **Tahoe Forest Hospital District Employees’ Association of Professionals** (the “**Union**”) hereby amend and supplement their duly executed and existing Memorandum of Understanding, Originally Effective July 1, 2022 (the “Base Agreement”), as set forth in this Addendum Number 1 (the “Addendum”). This Addendum is effective March 26, 2023 (the “Effective Date”) and shall be made part of the Base Agreement. In the event of conflict with other terms or conditions in the Base Agreement, this Addendum shall control. All terms and conditions set forth in the Base Agreement will remain in full force and effect and apply to this Addendum where no conflict exists and any and all articles not amended or addressed in this Addendum shall remain in full effect for all Outpatient Clinic Employees in accordance to the language in those articles for the duration of the Base Agreement.

This Addendum shall become effective on the Effective Date upon acceptance as described below. Collectively, the District and the Union may hereinafter be referred to as the “Parties”.

**NOW THEREFORE**, the Parties agree on the following changes:

**Article 2 Recognition** of the Base Agreement shall be deleted in its entirety and replaced with the following language:

**“2.1. The District recognizes the Union as the exclusive representative for employees covered by this Memorandum of Understanding who’s Job Titles are listed in Appendix A, and Appendix A-1 for Outpatient Clinic Employees, for the purpose of meeting and conferring with respect to rates of pay, hours and working conditions. Both Appendices are incorporated herein by reference”**

**Article 5 Definitions** of the Base Agreement shall be amended to include the following definitions:

**“Outpatient Clinic Employees: An employee whose Job Title is listed in Appendix A-1.”**

**Additionally, Article 5.29 shall be amended to include Appendix A-1.**

**Article 7 Wages** of the Base Agreement shall be amended to add the following language:

**“7.12. Outpatient Clinic Employees:**

 **7.12.1. Each job Classification subject to this Agreement is assigned a pay range. The pay range is structured at a thirty percent (30%) span, based on pay range mid-point, with two and one half percent (2.5%) between ranges.”**

**Article 9 Premium Pay Codes** of the Base Agreement shall be amended to add the following language:

**“9.4. Non-exempt Outpatient Clinic Employees who are placed On Call will receive a flat On Call rate based on their Job Title. Employees who are On Call and are called in will be paid their base hourly rate for hours worked in addition to a flat On Call rate.**

 **9.4.1. Licensed Employees (Registered Nurses) will receive a flat On Call rate of One Hundred Fifty Dollars ($150.00) per On Call shift.**

 **9.4.2. Advanced Practice Providers (APPs) will receive a flat On Call rate of Two Hundred Dollars ($200.00) per On Call shift, unless the shift is a Weekend On Call shift, in which case, APPs will receive a flat On Call rate of Five Hundred Dollars ($500.00) per On Call Shift. Weekend On Call is considered Saturday and Sunday, 24-hours per shift.**

 **9.4.3. Employees must be reachable by telephone and refrain from activities which might impair their ability to perform assigned duties.”**

**Article 10 Pay for Working Scheduled Days Off** of the Base Agreement shall be amended to add the following language:

**“10.3. Section 10.1 of this Article does not apply to Outpatient Clinic Employees.”**

**Article 12 Night Shift Wellness Leave Accrual** of the Base Agreement shall be amended to add the following language:

**“12.7. This Article does not apply to Outpatient Clinic Employees.”**

**Article 18 Hours of Work** of the Base Agreement shall be amended to add the following language:

**“18.12 Outpatient Clinic Employees will be paid on a forty (40) hour Work Week basis with overtime calculated only after forty (40) hours in a Work Week.”**

**Article 19 – Work Schedules** of the Base Agreement shall be amended to add the following language:

**“19.10 Outpatient Clinic Employees may have their scheduled location of work changed after the schedule has been posted, based on staffing needs. The employee will be compensated for mileage reimbursement based on current IRS-standard mileage rates from their home department location in which they were originally scheduled, only if they have to commute to another clinic location.**

**19.11 Based on staffing needs, Outpatient Clinic Employees may have their shift times adjusted after the schedule has been posted, upon mutual agreement.**

**19.12 If a Benefited Employee does not meet their FTE status, the employee can request approval by management  to pick up shifts or hours in order to fulfill their FTE status within the Work Week, based on the needs of the District.  This does not apply if an employee calls in sick during the Work Week.”**

**Article 20 Meals and Rest Periods** of the Base Agreement shall be deleted in its entirety and replaced with the following language:

**“Article 20 – Meals and Rest Periods**

**20.1. It is the District’s intent to provide employees Meal Periods and Rest Periods.**

**20.2. Employees working shifts of more than six (6) hours will be provided two (2) fifteen-minute
paid Rest Periods. One during the first half of the shift, and a second during the last half of
the shift.**

**20.3. Employees working four (4) to six (6) hours are provided one fifteen-minute paid Rest Period.**

**20.4. An unpaid thirty (30) minute Meal Period shall be provided to all employees working shifts of more than six (6) hours.**

**20.5. If an employee is not provided a Meal Period or Rest Period, the employee will receive a premium of one (1) hour at their regular rate of pay. This Missed Meal Period Premium and the
Missed Rest Period Premium is equivalent to premium pay and shall not be included when
calculating an employee’s regular rate of pay for the Work Week. An employee may not
receive more than one missed Meal Period Premium and one missed Rest Period Premium
per workday. Missed Meal Period and Rest Period Premiums do not contribute to daily or weekly overtime.**

**20.6. To ensure that missed Rest Periods and Meal Periods are properly recorded and
compensated, employees must record any missed Meal Period or missed Rest Period by
submitting an Involuntary Missed Meal/Rest Period Form signed and acknowledged by the
employee and their manager along with recording it in the payroll system.**

**20.7. This Article does not require the District to ensure that available Meal and Rest Periods are actually taken. Employees who waive or fail to take their Meal Periods and Rest Periods when it is possible to take them will not be entitled to receive a Missed Meal Period Premium or Missed Rest Period Premium.**

**20.8. On-Duty Meal Period Employees: When the nature of an individual’s work prevents the
individual from being relieved of all duty during a Meal Period, the individual may be required
to remain on the premises and carry a pager or cell phone while on a Meal Period. The
employee will not be expected to punch out for on-duty Meal Periods. An employee must still
be provided with the opportunity to eat their meal while performing the duties required.
 20.8.1. The Union has the right to meet and confer regarding the assignment of on-duty meal periods to positions during the term of this Agreement.”**

**Article 23 Longevity Retention Bonus** of the Base Agreement shall be amended to add the following language:

**“23.6. This Article does not apply to Outpatient Clinic Employees.”**

**Article 25 Job Vacancies** of the Base Agreement shall be amended to add the following language:

**“25.7. Outpatient Clinic Employees may move to a different clinic location with their same job title if there is a job opening, based on the request of the employee and manager approval. If multiple eligible employees are requesting the transfer, the employee shall be chosen in accordance with Section 25.3. above. The employee will not be required to apply for the position as long as it is the same job title in which they are currently in.”**

**Article 27 Shift Differential** of the Base Agreement shall be amended to add the following language:

**“27.5. Outpatient Clinic Employees working between the hours of 12:00 a.m. (0000 hours) Saturday and 11:59 p.m. (2359 hours) Sunday will receive a Weekend Shift Differential of Four Dollars ($4.00) per hour.**

 **27.5.1. Evening and Night Shift Differential do not apply to Outpatient Clinic Employees.**

 **27.5.2. Advanced Practice Providers (APPs) who are not working a Scheduled Shift but are charting on the weekend will not receive a Weekend Shift Differential.”**

**Article 32 – Time Off Requests** of the Base Agreement shall be amended to include the following language:

**“32.6. The following applies to employees in the Outpatient Clinics only:**

**32.6.1. Employees shall submit time off requests in writing on the Time off Request Form or via Schedule anywhere (or current software in use by District) no later than sixty (60) days prior to desired time off. Any requests received in less than sixty (60) days will be subject to approval based on: seniority, rotation, first come, total number of requests, and MSC staffing needs.**

**32.6.2. Employees are only able to request time off within six (6) months of the date of the request (for example, if date of request is January 1, you can only request time off as far out as June 1).**

**32.6.3. Employees must have enough PL to cover the time off.**

**32.6.4. Requests will be approved or disapproved at least thirty (30) days after the date of initial request. Failure to meet the deadline does not result in automatic approval of time off requests. It is the responsibility of the employee to follow up on status of their requested time off if they are not notified.**

**32.6.5. Based on the number of requests for a specific time period, approval may be limited to two (2) weeks of consecutive time off for each request.**

**32.6.6. Time off must be scheduled in advance and approved by the employee’s Manager or Lead. In the case of an emergency, an employee will notify their Practice Lead or Manager as soon as possible.**

**32.6.7. Management does not have the right to cancel approved time off, providing the employee has sufficient Personal Paid Leave available. Management reserves the right to cancel approved time off as permitted or required by law (for example, during or following a natural disaster or State of Emergency).**

**32.6.8. Time off requests outside of the 60-day request period: Employees may also request time off outside of the 60-day request period. Time off requests received within the 60-day time off request period will be considered based on multiple factors including, but in no particular order: seniority, rotation, first come, total number of requests, and MSC staffing needs.**

**32.6.9. If employees need time off once a schedule has been posted, they must attempt to trade shifts with another employee. If a shift trade is not possible, employees must make arrangements with their manager in advance of the date requested.**

**32.6.10 If an employee has a need to miss part of their shift (for example, to go to an appointment), they must also get this approved in advance of the schedule being posted. If this is not possible, the employee must make arrangements with their manager prior to the date of the appointment and use Personal Paid Leave for the portion of the shift that is missed.**

**32.7. The following applies to APPs (Advanced Practice Providers) in the Outpatient Clinics only:**

**32.7.1. APPs shall submit Non-Holiday Time-Off Requests >2 days in writing on the Time off Request Form or via AMION no later than ninety (90) days prior to desired time off. Time off requests will be processed per specialty including primary care based on: seniority, rotation, first come, total number of requests, and the needs of the clinic.**

**32.7.2. Time off requests made less than ninety (90) days in advance must be discussed with managers and will be reviewed on a case-by-case basis.**

**32.7.3. Time off requests for 1-2 days must be discussed with managers. If coverage is needed, APPs may be required to arrange coverage individually.**

**32.7.4. APPs will be notified of approval/denial on or before schedules are finalized at least sixty (60) days in advance.**

**32.7.5. Employees must have enough PL to cover the time off.**

**32.7.6. Holiday and popular week requests will be done twice yearly during set dates (see dates below). APPs may be asked to rank requests in order of priority. Requests will be approved based on: seniority, rotation, first come, total number of requests, and the needs of the clinic. Holidays are defined by hospital policy as detailed below. Popular weeks off near holidays and school vacations (defined below) will also be approved based on: seniority, rotation, first come, total number of requests, and the needs of the clinic. Managers will remind providers of due dates two (2) weeks prior.**

**HOLIDAY/POPULAR WEEK REQUEST DUE DATES:**

**January 1 – January 15 due date for requests for June 1-Nov 30 holidays and popular weeks, aka SUMMER AND FALL (approved by February 1)**

**June 1-June 15 due date for requests for Dec 1-May 31 holidays and popular weeks, aka WINTER AND SPRING (approved by June 30)**

**HOLIDAYS are defined as New Year’s Day, President’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.**

**Popular weeks are defined as President’s Day / ski skate week/ winter break, Spring Break, July 4th week, Thanksgiving Week, and the two weeks of Christmas/New Year’s holidays. These weeks will match the TTUSD calendar of the applicable year.**

**32.7.6.1. Finalized holiday time off schedules and popular weeks off will be posted two (2) weeks after requests due.**

**32.7.7. Extended Time Off: Any requests for time off greater than or equal to two (2) consecutive weeks require special approval by Director. Provider colleagues in the office will be notified of planned leaves more than two (2) weeks.”**

**Article 33 Probationary Period** of the Base Agreement shall be amended to include the following language:

 **“33.5.1. Outpatient Clinic Employees do not reserve the right to bump back into their previously held position.**

**33.6. Outpatient Clinic Employees will serve an initial probationary period of One Hundred Twenty (120) days. This period can be extended for an additional sixty (60) days with a documented improvement plan.”**

**Article 40 – Work Out of Classification** of the Base Agreement shall be amended to include the following language:

**“40.8. Charge Nurse and Lead Role Out of Classification does not apply to Outpatient Clinic Employees.”**

**Acceptance**

The acceptance of this Addendum by an authorized signatory of both Parties will constitute exclusively the entire understanding of the Parties with respect to the subject matter contained herein and it shall thereafter become part of the Base Agreement. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes or additions will be recognized unless made in writing and properly executed by both Parties.

|  |  |
| --- | --- |
| Tahoe Forest Hospital District Employee’s Association of Professionals By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Julie Morgan on behalf of the Employee’s Association of Professionals  | Tahoe Forest Hospital District By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Alex MacLennan on behalf of Tahoe Forest Hospital District  |

**Appendix A-1 EAP Job Titles for Outpatient Clinic Employees**

|  |
| --- |
| **Job Title**  |
| APP Project Lead MAT |
| Behavioral Health Intensivist |
| Community Hlth Therapist |
| Licensed Advanced Alcohol Drug Counselor |
| Neuropsychologist |
| NP/PA Behavioral Health |
| NP/PA Cardiology |
| NP/PA Proj Ld Behavioral Health |
| NP/PA Urology |
| Nurse Practitioner/P.A. |
| Orthopedic Physician Assistant |
| Ped Behavioral Health Intensivist |
| Physician Assistant Urgent Care |
| Pre-Surgery Nurse |
| Staff Nurse Indirect Care MSC |
| Staff Nurse MSC |
|  |