

TEAMSTERS LOCAL 1932

CLINICAL LADDER FOR RESPIRATORY CARE PRACTITIONER II AND CONTRACT RESPIRATORY CARE PRACTITIONER II

Section 1 - General Provisions

- a) The County shall establish a Clinical Ladder Program (the Program) for full-time employees in the Respiratory Care Practitioner II and Contract Respiratory Care Practitioner II classifications (collectively RCP) assigned to the Arrowhead Regional Medical Center's (ARMC) Respiratory Therapy Unit.
- b) The Program will provide RCPs an opportunity to earn additional compensation as they progress up the clinical ladder and continue to advance and develop their clinical knowledge and skills while providing direct patient care.
- c) Participation in the Program is voluntary.

Section 2 - Program Levels

RCPs will have the opportunity to progress through the following four levels:

- a) Level 1
- b) Level 2
- c) Level 3
- d) Level 4

See Appendix A for a summary of each level.

Section 3 - Entering the Program

- a) Beginning the pay period following Board approval, RCPs hired and assigned to the Respiratory Therapy Unit on or before the date the Board approves this agreement and who are interested in participating in the Program and have received a "Meets Job Standards" or above Work Performance Evaluation (WPE) in the last 12 months may submit a program application along with all appropriate documentation to the RCP Clinical Ladder Review Committee (the Committee).
- b) RCPs hired and assigned to the Respiratory Therapy Unit after the date of Board approval shall be eligible to apply to the Program after they receive their first "Meets Job Standards" or above WPE by submitting a program application and all appropriate documentation to the Committee.
- c) RCPs who are accepted into the Program shall be placed at the appropriate level on the clinical ladder based on their years of work experience, education, state and national credentials, competencies, certificates, continuing education units, and organizational contributions as outlined in Appendix A. The number of RCPs needed at each level in the Respiratory Therapy Unit shall also be considered by the Committee when determining the level of placement of each RCP.
- d) Once accepted into the Program, RCPs shall maintain a portfolio. The purpose of the portfolio is to track performance requirements needed to remain in the Program at the current level and to advance to the next level.

Section 4 – Progressing and Remaining in the Program

- a) To Remain in the Program at Current Level:
 - (i) RCPs in the Program who wish to remain in the Program shall submit their portfolios to the Committee on a semi-annual basis.

- (ii) The Committee will review portfolios semi-annually to determine each RCP's continued eligibility in the Program. Committee reviews shall be scheduled during the months of April and October.
- (iii) If the Committee determines that a RCP has met all performance requirements for his/her level, the RCP shall continue at that level in the Program.
- (iv) If the Committee determines that a RCP has not met one or more of the performance requirements (e.g., earning less than 6 credits per year toward a qualifying bachelor's degree or not completing enough annual organizational contributions), the RCP shall have until the next semi-annual review period (i.e., approximately 6 months) to complete needed requirements while maintaining his or her current level. However, RCP shall be paid the lower level differential while he/she completes necessary requirements, provided all requirements of the lower level are met. If all requirements are met by the next semi-annual review period, the RCP shall resume receiving the higher-level differential the first day of the pay period after Human Resources approves reinstatement of the higher-level differential. If a RCP does not complete requirements by the next semi-annual review period, the RCP shall return to the next lower level of the Program, provided all requirements of lower level are met, and will need to reapply to advance to the next level as provided in Section 4 (b).

Example 1: During the April 2022 semi-annual review, the Committee determines that a Level-3 RCP did not perform all annual organizational contributions required to remain at Level 3. The Committee notifies the RCP of the specific organizational contributions needed to remain at Level 3. The RCP has until the next semi-annual review in October 2022 to complete the necessary organizational contributions. In the meantime, the RCP will remain at Level 3, but will receive the Level 2 differential of 2.5%, provided all requirements of Level 2 are met. The RCP completes all required organizational contributions by October 2022 and submits an updated portfolio to the Committee for review. The Committee determines that all requirements have been met and forwards a recommendation to maintain RCP at Level 3 to Human Resources, who then approves this recommendation. The RCP resumes the Level 3 differential of 5% the first pay period following Human Resources approval.

Example 2: Same scenario as in Example 1 except RCP does not meet required annual organizational contribution by October 2022. In this instance, the RCP will return to Level 2 and continue receiving the Level 2 differential (2.5%). By the next review period in April 2023, the RCP meets all Level 3 requirements. The RCP will submit his/her portfolio and request advancement to Level 3 as provided in Section 4 (b) of this article.

- (v) If at any time during the year, a RCP is aware that he or she is not meeting a performance requirement (e.g., failed to obtain required certification) of his or her current level, the RCP shall notify the Associate Hospital Administrator (AHA) responsible for Respiratory Care immediately. The RCP shall have until the next semi-annual review period to complete requirements while maintaining his or her current level. However, the RCP shall be paid the lower level differential while he/she completes necessary requirements, provided all requirements of the lower level are met. If all requirements are met by the next semi-annual review period, the RCP shall resume receiving the higher-level differential the first day of the pay period after Human Resources approves reinstatement of the higher-level differential. If a RCP does not complete requirements by the next semi-annual review period, the RCP shall return to the next lower level of the Program, provided all requirements of lower level are met, and will need to reapply to advance to the next level as provided in Section 4 (b).

- (vi) In situations where a RCP receives a differential that he or she is not eligible to receive (i.e., RCP is not meeting requirement for such differential), said RCP shall be obliged to repay by payroll recovery the amount the RCP was not eligible to receive. Repayments shall be administered in the same manner as "overpayments" as provided in the Payroll Adjustments article.

Example: A Level-4 RCP fails to renew his/her certification that is required at Level 4 of the Program. The RCP does not report the lapse of certification to the AHA and continues to receive the Level 4 differential of 7.5%. During the October review, the Committee discovers that the RCP has not had a valid certification for six pay periods. As such, the RCP should have been receiving the Level 3 differential of 5% instead of the Level 4 differential of 7.5% for the six pay periods that the RCP did not have the required certification. The Committee then notifies the RCP of the missing requirement and notifies Human Resources to begin the recovery process of 2.5% (i.e., the difference between 7.5% and 5%) of base salary that was overpaid for six pay periods.

b) Progressing to a Higher Level:

- (i) RCPs on Levels 1 through 3 who have met the performance requirements for the next level of the Program and wish to advance to the next level shall submit an application and portfolio to the Committee for their review and consideration for advancement.
- (ii) The Committee will review all applications to advance to the next level on a semi-annual basis. Committee reviews shall be scheduled during the months of April and October.
- (iii) If the Committee determines that a RCP has met all performance requirements to progress to the next level, and there is a need for a RCP at such level, the RCP will begin at the next higher level and receive the corresponding differential effective the first pay period of the month following the semi-annual review.
- (iv) Example: In March 2022, a RCP at Level 2 has obtained 4 years of work experience as a RCP in an acute care hospital setting and has met all other performance requirements to advance to Level 3. The RCP will then submit to the Committee his or her portfolio with an application asking to advance to Level 3. The Committee will review this application during the next semi-annual review in April 2022. If the Committee determines that the RCP has met all Level 3 requirements, he/she shall begin receiving the Level 3 pay differential effective the first pay period in May.
- (v) Special Provision: All RCPs at Level 1 of the Program shall prepare to advance to Level 2 and submit an application for advancement by their third complete year of qualified work experience as a RCP. If a RCP does not meet the performance requirements for Level 2 after 3 years of completed work experience, RCP shall be disenrolled from the Program.

Section 5 – Differential Pay for Respiratory Care Practitioner Levels 2 through 4

The County shall establish the following differentials for RCPs at Levels 2 through 4 of the Clinical Ladder:

- a) **Respiratory Care Practitioner Level 2 Differential** - Respiratory Care Practitioners and Contract Respiratory Care Practitioners who meet and maintain all Level 2 performance requirements (e.g., continuing enrollment in qualifying bachelor's program, renewing certifications/state credentials if necessary, performing required organizational contributions) of the Program's Clinical Ladder as provided in Appendix A and as determined by the Committee on a semi-annual basis shall receive a differential of two and one-half percent (2.5%) above their base hourly rate for all paid hours, up to their standard hours per pay period.

b) Respiratory Care Practitioner Level 3 Differential –

- (i) Respiratory Care Practitioners and Contract Respiratory Care Practitioners who meet and maintain all Level 3 performance requirements (e.g., continuing enrollment in qualifying bachelor's program, renewing certifications/state credentials if necessary, performing required organizational contributions) of the Program's Clinical Ladder as provided in Appendix A and as determined by the Committee on a semi-annual basis shall receive a differential of five percent (5%) above their base hourly rate for all paid hours, up to their standard hours per pay period.
- (ii) This 5% Level 3 differential will replace the current 5% Respiratory Critical Care Differential. RCPs who are receiving the 5% Respiratory Critical Care Differential on the date that the Board approves this agreement shall continue to receive this differential and will have 18 months to complete any additional performance requirements (e.g., 10 additional CEUs per quarter, or two National Credentials if employee does not have a qualifying bachelor's degree or is not working toward a qualifying bachelor's degree) with the exception that under extenuating circumstances the timeframe may be revisited by mutual agreement of the parties. Once additional performance requirements are completed, the RCP shall submit an application along with any other supporting documentation to apply for the Program and receive the Level 3 5% differential. If a RCP does not complete the additional Level 3 performance requirements by specified timeframe, the RCP will stop receiving the 5% Respiratory Critical Care differential and RCP will not be eligible to apply to the Program until the requirements are completed.

- c) **Respiratory Care Practitioner Level 4 Differential** - Respiratory Care Practitioners and Contract Respiratory Care Practitioners who meet and maintain all Level 4 performance requirements (e.g., continuing enrollment in qualifying bachelor's program, renewing certifications/national credentials if necessary, performing required organizational contributions) of the Program's Clinical Ladder as provided in Appendix A and as determined by the Committee on a semi-annual basis shall receive a differential of seven and one-half percent (7.5%) above their base hourly rate for all paid hours, up to their standard hours per pay period.

The Respiratory Care Practitioner Level 2, 3, and 4 Differentials in Section 5 are not cumulative.

Employees shall not receive differentials in Section 5 (a), (b), and (c) during a leave of more than two full pay periods (e.g., sick, vacation for sick leave purposes, etc.).

Section 6 - RCP Clinical Ladder Review Committee

- a) The County shall establish a RCP Clinical Ladder Review Committee, no later than two pay periods after Board approval of this agreement, that will be responsible for the following:
 - (i) Reviewing all documentation (i.e., application, portfolio, and other relevant documentation) submitted by RCPs for admission into the Program and to advance to a higher level in the Program, and
 - (ii) Determining and recommending RCP's admission and advancement in the Program.
- b) The Committee shall consist of the Associate Hospital Administrator responsible for Respiratory Care, Director of Respiratory Care Services or the Assistant Director of Respiratory Care Services, one Supervising Respiratory Care Practitioner, two Respiratory Care Practitioner IIs (at least one must be Contract) who are participating in the Program, and a representative from Human Resources.
- c) All Committee recommendations to admit a RCP into the Program or to advance an employee to a higher level are subject to the review and approval of the ARMC Chief Executive Officer or his/her designee.

- d) Recommendations made by the Committee with respect to advancing a level, maintaining the employee's current level, or being moved down a level are not subject to appeal (e.g., grievance). However, if the employee disagrees with the determination of the Committee, the employee may submit supporting information/documentation for consideration by the Committee.
- e) Meeting frequency: The Committee shall meet semi-annually in the months of April and October.

PROGRESS REPORT

The parties agree to meet after six months from the date of Board Approval of this Side Letter Agreement, at the request of Teamsters, to discuss the progress of the Program.

TECHNICAL TITLE CHANGES

The parties agree to change the classification title of "Respiratory Care Practitioner II" to "Respiratory Care Practitioner" and "Contract Respiratory Care Practitioner II" to "Contract Respiratory Care Practitioner."

TUITION REIMBURSEMENT FOR CONTRACT RESPIRATORY CARE PRACTITIONER

The parties agree that the Tuition Reimbursement and Membership Dues article will apply to Contract Respiratory Care Practitioner IIs.

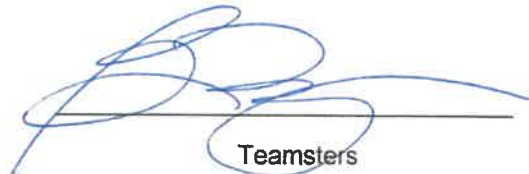
TUITION LOAN REPAYMENT

The parties agree to discuss establishing a tuition loan repayment program, at the request of Teamsters, Local 1932 or the County, for regular employees assigned to the Respiratory Therapy Unit during negotiations for a successor Memorandum of Understanding.

Date Agreed: 3-17-2021



County



Teamsters