

11/13/2023
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ARTICLE 7 - PAY PRACTICES

Section 7.1 - Salaries

Effective on the dates listed all salaries shall be as listed in Appendix A attached hereto and made a part hereof. The parties agree that the rates of pay established by this Agreement are commensurate with those prevailing throughout the County for comparable work as required by the Charter for the County of Santa Clara.

Section 7.2 - Basic Pay Plan

The Basic Pay Plan consists of the salary ranges and the assignment of classes to such ranges as provided in this Section. Each nurse shall be paid within the range for the nurse's class according to the following provisions.

a) Step One

The first step in each range is the minimum rate and shall normally be the hiring rate for the class. In cases where it is difficult to secure qualified personnel or a person of unusual qualifications is engaged, the Director, with the approval of the County Executive, may approve appointment at the second, third, fourth or fifth step. If a nurse is hired under the difficult-to-secure-qualified- personnel clause, the County will move those nurses within that same class to the same salary step as that being received by the new nurse. The Association will receive a monthly listing of positions by class and department which list positions hired above the first salary step.

~~Effective January 27, 2020 Step 1 and Step 2 of the Clinical Nurse I and Clinical Nurse II wage scale shall be eliminated thereby making the entry wage for Clinical Nurse I and Clinical Nurse II to be at the Step 3 level.~~

b) Step Two

The second step shall be paid beginning of the first full pay period after the accumulation of six (6) months of competent service at the first step.

c) Step Three

The third step shall be paid beginning of the first full pay period after the accumulation of twelve (12) months of competent service at the second step.

d) Step Four

The fourth step shall be paid beginning of the first full pay period after the accumulation of twelve (12) months of competent service at the third step.

e) Step Five

The fifth step shall be paid beginning of the first full pay period after the accumulation of twelve (12) months of competent service at the fourth step.

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f) Longevity Pay — Step Six
Effective August 7, 2000 a sixth step is established at approximately five percent (5%) above step five for the existing classifications of Clinical Nurse III, ~~Psychiatric Nurse II~~, Nurse Coordinator, Staff Developer, Clinical Nurse Specialist, Infection Control Nurse, and Nurse Practitioner. The sixth step shall be paid beginning of the first full pay period after the accumulation of thirty-six (36) months of competent service at the fifth step. Beginning November 12, 2001 eligibility for sixth step shall be extended to the classifications of Assistant Nurse Manager and Certified Registered Nurse Anesthetist.

g) Longevity Pay — Step Seven
Effective August 7, 2000 a seventh step is established at approximately five percent (5%) above step six for the existing classifications of Clinical Nurse III, ~~Psychiatric Nurse II~~, Nurse Coordinator, Staff Developer, Clinical Nurse Specialist, Infection Control Nurse and Nurse Practitioner. The seventh step shall be paid beginning of the first full pay period after the accumulation of one hundred and thirty-two months (132) of competent service subsequent to attainment of step five of the nurse's current classification.

~~Effective August 7, 2000, former Clinical Nurse IVs and Clinical Nurse Vs, who are currently Clinical Nurse III's and had their salaries frozen, shall be eligible to be paid at step seven.~~ Beginning November 11, 2002, eligibility for the seventh step shall be extended to the classification of Assistant Nurse Manager.

h) Longevity Pay
Effective November 8, 2004 Longevity Pay steps "A", "B" and "C" are established ~~as sub-steps within a salary range~~ at approximately two and one half percent (2.5%), five percent (5%) and seven and one half percent (7.5%) higher than a corresponding step, ~~respectively (e.g. step 7, step 7A, step 7B and step 7C)~~. The Longevity Pay "A" step shall be paid at the beginning of the first full pay period during the 15th year through the 19th year of service in this bargaining unit. The Longevity Pay "B" step shall be paid at the beginning of the first full pay period during the 20th year through the 24th year of service in this bargaining unit. The Longevity Pay "C" step shall be paid at the beginning of the first full pay period during the 25th year and beyond of service in this bargaining unit.

i) Time for Salary Adjustments
Salary adjustments shall be made on the first day of the pay period in which the required accumulation of months of competent service occurs.

~~j) — For nurses hired on or after February 4, 2013, the following salary steps shall apply:~~

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- 1) ~~Effective February 4, 2013, two lower sub-steps below step one shall be established for all classifications at 5% difference between each step. The first sub-step shall be the hiring rate for all new nurses hired on or after February 4, 2013.~~
- 2) ~~Sub step 98 is the minimum rate and shall normally be the hiring rate for the classification. In cases where it is difficult to secure qualified personnel or a person of unusual qualities is engaged, the County Executive may approve the appointment at step 99, one, two, three, four or five.~~
- 3) ~~Sub step 99 shall be paid after the accumulation of twelve (12) months competent service at sub step ninety-eight.~~
- 4) ~~Step one shall be paid after the accumulation of twelve months competent service at step ninety-nine.~~
- 5) ~~Step two shall be paid after the accumulation of six months competent service at step one.~~
- 6) ~~Step three shall be paid after the accumulation of twelve months competent service at step two.~~
- 7) ~~Step four shall be paid after the accumulation of twelve months competent service at step three.~~
- 8) ~~Step five shall be paid after the accumulation of twelve months competent service at step four.~~
- 9) ~~Sub-step 98 and 99 Elimination:~~

~~Sub-steps 98 and 99 shall be eliminated effective November 10, 2014.~~

~~Nurses hired on or after February 4, 2013, into sub-step 98/99 and who remain in sub step 98/99 on November 10, 2014 shall be placed in step 1 effective November 10, 2014.~~

~~Nurses who remain in sub-step 98/99 on or after June 23, 2014, shall receive the difference between sub-step 98/99 and step 1 for all hours paid starting from June 23, 2014 through November 9, 2014.~~

Section 7.3 - Effect of Promotion, Demotion or Transfer on Salaries

a) Promotion

Upon promotion, a nurse's salary shall be adjusted as follows:

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1. For a promotion of less than ten percent (10%) the salary shall be adjusted to the step in the new range which provides for a corresponding percentage increase in salary.
2. For a promotion of ten percent (10%) or more the salary shall be adjusted to the step in the new range which provides for ten percent (10%) increase in salary or to the first step in the new range, whichever is greater.

Any other promotion will be in accordance with regular County procedure.

b) Demotion

Notwithstanding the provisions of Section 7.2, upon demotion of a nurse with permanent status in the nurse's current class, the nurse's salary shall be adjusted to the highest step in the new class not exceeding the salary received in the former class.

c) Transfer

Upon transfer, the salary shall remain unchanged.

d) No Loss of Time-In-Step

Notwithstanding the provisions of Section 7.2, no salary adjustment upon promotion, demotion, or transfer shall effect a loss of time acquired in the former salary step, and such time as was acquired in the former salary step shall be included in computing the accumulation of the required months of service for eligibility of the employee for further salary increases.

e) Voluntary Demotion

In the event of a voluntary demotion required by a work-connected illness or injury and a resulting disability, the salary of the nurse shall be placed at the step in the salary range which corresponds most closely to the salary received by the nurse as of the time of injury. In the event that such voluntary demotion would result in a salary loss of more than ten percent (10%), the nurse's new salary shall be set at the rate closest to, but not less than ten percent (10%) below the nurse's salary as of the time of injury.

f) Lateral Transfers

When making a lateral transfer or demotion to another class, an application review by the Personnel Director shall be deemed as an appropriate qualifying examination for nurses in instances where a qualifying examination is required. If otherwise qualified under this provision, and the only prohibition to lateral transfer is the salary of the new class, it shall be deemed to be a lateral transfer if the move from one classification to another does not exceed twelve percent (12%) upward range movement.

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Section 7.4 - Part-Time Salaries

a) Salary Ranges

The salary ranges provided in the attached Appendix are for full-time service in full-time positions, and are expressed in dollars per the number of working days in a bi-weekly pay period. If any position is established on any other time basis, the compensation for such position shall be adjusted proportionately.

b) Benefits

~~Beginning with the 1996 open enrollment period, p~~Part-time nurses may elect to be covered by either the County's health care package (medical, dental, vision, and life) or medical coverage only and shall authorize a payroll deduction for the appropriate prorated cost.

Nurses may withdraw from the insurance package ~~at any time~~when they have a qualifying event. Nurses may enroll in the insurance package upon entering part-time, upon changing from any increment of part-time to any other increment of part-time or to full-time, or once per year during the County-wide insurance window.

Any nurse in a part-time status who pays for medical benefit coverage will have premiums pro-rated to account for any additional overcode hours.~~be reimbursed in the following pay period the additional pro-rated premiums consistent with any hours worked above their code status the previous month. This shall begin with changes coinciding with the 1996 open enrollment period.~~

c) Split Codes

The County shall provide a minimum of fifty (50) full-time codes to be filled on a half-time basis at any one time. The location and choice of these codes will be determined on a departmental basis. Requests for split codes shall not unreasonably be denied. Reasonable denial shall include, but not be limited to, demonstration that the work is not divisible, demonstration that qualified partners, if needed, are not available, or that the fifty (50) available codes are filled. Nurses shall make a written request for a split code to their immediate supervisor. If the request is denied, it shall be reviewed by their Department Head and they shall receive a written response.

Section 7.5 - Work Out of Classification

a) Pay

Work out of classification assignments shall only be made if such assignment is 15 consecutive calendar days or more. When a nurse is temporarily assigned work out of classification to a vacant position or a position where the incumbent is unavailable for work due to an authorized leave, the nurse will receive pay

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consistent with the promotional pay procedure as set forth in Article 7.3. When such payment for higher level duties is appropriate under these terms and conditions, it will commence on the first day of the assignment and continue throughout the duration thereof. Any nurse assigned work out of classification must meet the minimum qualifications of the classification to which the nurse is assigned. The Association will be notified in writing of any work out of classification pay which continues beyond three (3) months.

Work out of classification to vacancies within the bargaining unit shall be posted within the unit for a period of five days. In order to be considered, nurses expressing interest in such assignment shall notify their Nurse Manager in writing. No nurse shall be assigned work out of classification in a vacancy within the bargaining unit for more than twelve (12) consecutive months per occurrence.

b) Application to Holiday and Sick Leave

Upon eligibility for pay in accordance with Section 7.5(a), a nurse temporarily assigned work out of classification shall receive the pay for:

1. Holidays when the nurse is assigned work out of classification the day prior to and following the holiday.
2. Sick leave absences when the nurse is assigned work out of classification and while absent is not relieved by the incumbent or by another nurse assigned work out of classification in the same position.

c) Vacant Regular Codes

Work out of classification may be assigned to cover vacant regular codes after ordinance code provisions for filling such vacancies have been followed and with approval of the Director of Personnel. The appointing authority shall consider appointment of nurses under work out of classification provision before making a provisional appointment.

Section 7.6 - Paychecks

a) Night Employees

The County agrees to provide paychecks for night nurses by 12:01 a.m. on payday.

b) Shortage Errors

Cash advance by the Controller's Department to cover a shortage error in a nurse's paycheck shall be provided to the nurse within ~~two (2)~~five (5) working days after written notification of discrepancy by the department to Finance. The department will notify Finance within one (1) working day after verification of the shortage. This provision is to cover only those discrepancies above a net ~~one hundred fiftythree~~hundred dollars (\$~~150~~300.00).

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Shortage errors of less than a net three one hundred ~~fifty~~ dollars (\$~~150300~~.00) shall be adjusted within two (2) pay periods of when the department learns of the error.

This provision only covers regular hours worked or use of paid leave that was not paid; it does not apply to other payroll adjustments.

c) Overpayment Errors

When a net twenty-five dollar (\$25.00) or more overpayment error occurs, the nurse will repay the overpayment in the same amount and within the same number of pay periods in which the error occurred. In cases that necessitate pay back of overpayments totaling more than five hundred dollars (\$~~200500~~.00), the County shall notify the Association prior to implementing repayment action.

Section 7.7 - Automatic Check Deposit

All nurses ~~hired after the effective date of this Agreement~~ shall be paid by automatic check deposit. ~~By March 1, 2008 all nurses hired prior to the effective date of this Agreement shall be paid by automatic check deposit~~ unless the nurse certifies they do not have a bank account.

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