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ARTICLE 8 - HOURS OF WORK, OVERTIME, PREMIUM PAY

Section 8.1 - Hours of Work

Eight (8) hours work shall constitute a full day's work and forty (40) hours work shall constitute a full week's work unless otherwise provided by law, code or other agreement. Nurses who are assigned and work to an eight (8) hour a shift which is shortened to seven (7) hours due to daylight savings time shall be paid for the entirety of their shift, eight (8) hours, and nurses who are assigned and work to an eight (8), ten (10), or twelve (12) hour shift which is lengthened to nine (9) hours due to daylight savings time, shall be paid one (1) hour of overtime one (1) hour as defined in Section 8.2(b).

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Nurses may agree to work less than eight (8) hour shifts at time of hire, transfer, or promotion, and for available additional shift work and/or available overtime work assignment(s).

Section 8.2 - Overtime Work

a) Overtime Defined

1. Exempt Nurses

Overtime is defined as time worked beyond eighty (80) hours on a bi-weekly pay period, or beyond eight (8) hours in any workday except as mutually agreed upon between the County and the Association. Only time actually worked shall count for purposes of overtime and the overtime base period. Time for which pay is received but not worked, such as vacation, sick leave, and authorized compensatory time off, will not count for the purposes of overtime or the overtime base period. Time for which pay is received but not worked such as vacation, sick leave, and authorized compensatory time off, will be counted towards the base period. The County Executive shall determine by administrative order those classes and positions which shall be eligible for overtime work and for cash payment.

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2. Non-exempt Nurses

For non-exempt nurses all provisions regarding overtime shall be as set by the Fair Labor Standards Act. All disputes regarding that Act shall be within the sole jurisdiction of the U.S. Department of Labor and shall not be subject to grievance or arbitration under this contract. At least five (5) working days prior to filing any complaint regarding the Act with the U.S. Department of Labor, the Association shall give the County written notice. Such notice shall contain specific information so that the County can prepare a response.

b) Rate of Pay

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When overtime work is assigned, and is authorized by the appointing authority, ~~to be worked~~, compensation for such time worked shall be time off with pay paid in cash computed as noted in 1. and 2. below. ~~When authorized by the County Executive, the appointing authority may offer compensatory time in lieu of overtime pay in its discretion, except that such overtime work shall be paid in cash for nurses where required by State or Federal law or when specifically authorized by administrative order of the County Executive.~~

1. Regular Overtime - one and one-half (1 1/2) hours for every hour of overtime worked.
2. Continuous Shift - one and one-half (1 1/2) hours for the first four (4) hours of overtime contiguous to their regular shift of a minimum of eight (8) hours and two (2) hours for any additional hours worked.

All compensatory time off must be taken within twelve (12) months of the date the overtime was worked, and failure to take the compensatory time off shall be deemed a waiver of the compensatory time by the nurse. In the event the appointing authority does not provide compensatory time off during the mandatory time period, the nurse may take compensatory time off as a matter of right immediately before the end of the pay period in which the compensatory time would be lost. Compensatory time balances shall be paid in cash on separation. A nurse may elect in advance to receive compensatory time-off credit in lieu of cash compensation for overtime where compensatory time off is allowed, if the appointing authority agrees, but only to the extent authorized by the County Executive.

c) Distribution of Overtime

In situations where the need for overtime work exists, coded nurses in the applicable work unit shall first be offered the overtime work, before Extra Help or Per Diem Nurses. Overtime work shall be distributed among nurses in the applicable work unit as equally as practicable. If continuity of care for patients is not an issue, priority will be given to the nurse(s) with the least amount of cumulative overtime in the current pay period. If two or more nurses have the same amount of cumulative overtime in the current pay period, the most senior nurse as defined in Section 5.1 – Seniority Defined will be offered the overtime. In the event that two or more nurses have the same date of hire, the process in Section 5.1 – Seniority Defined shall be used to determine which nurse will be offered the overtime.

Section 8.3 - Meal Periods for Nurses not Covered by Section 8.5

a) Length

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Nurses not covered by Section 8.5 shall be granted a meal period not less than thirty (30) minutes nor more than one (1) hour, scheduled at approximately the mid-point of the workday. Nurses required to be at workstations for eight (8) or more consecutive work hours shall have their meal during work hours.

b) Overtime Meals

If a nurse is assigned two (2) or more hours of overtime work contiguous to the nurse's regular work shift or is called in within three (3) hours of the nurse's scheduled quitting time and then works two (2) or more hours of overtime work, the County will reimburse the cost of the meal actually purchased and consumed by the nurse on the nurse's own time to a maximum amount of nine dollars (\$9.00). Nurses shall be provided additional meals as above for every seven (7) hour period of overtime completed thereafter. Nurses must present their claim for the reimbursement within fourteen (14) calendar days following the shift it was earned or the meal reimbursement is waived.

c) County Facilities

Whenever the duties or responsibilities of any County nurse require the nurse to be present and on duty during the serving of meals in a County facility and where such duty or responsibility occupies that nurse's meal period, such individual shall be entitled to that meal without charge.

d) Meal Rates

In each County dining facility where meals are served to nurses at the nurse's expense, the Department Head in charge of the operation of that facility shall prescribe the rates to be charged. The rates so prescribed shall, as a minimum, be sufficient to defray the costs of the food served.

Section 8.4 - Rest Periods for Nurses not Covered by Section 8.5

All nurses not covered by Section 8.5 shall be granted and take a rest period of fifteen (15) minutes during each half shift of four (4) hours of work. Rest periods shall be considered as time worked for pay purposes. Should an individual nurse anticipate not being able to take their rest period due to patient care needs, they shall promptly notify their charge nurse or supervisor, or if unable to directly notify the charge nurse or supervisor, the nurse shall inform the relief nurse, in which case every effort shall be made to ensure the nurse is offered an alternate rest period during their shift. Any alternate rest period offered shall be considered a rest period and not a meal period.

If a nurse is not offered a rest period, the missed break shall be reported utilizing the Notice of Staffing Level Concerns form and process as listed in Section 18.10(d),(e), and (f).

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Section 8.5 – Combined Meal Periods and Rest Breaks for Covered Nurses

1. Definitions

For purposes of this Section:

"Employee" is defined as an individual that meets all of the following requirements: (1) is employed by the County, (2) is represented by the Association, (3) works in a covered classification (See Section 2), (4) provides direct patient care or supports direct patient care in a general acute care hospital, clinic, or public health setting, and (5) meets the definition of non-exempt employee under California Law.

"Providing" a meal period or rest period is defined as the County meeting all of the following: (1) relieving the employee of all duty during the break, (2) relinquishing control over the employee's activities, (3) permitting the employee a reasonable opportunity to take the break uninterrupted, and (4) not impeding or discouraging the employee from taking the break.

"Regular Rate of Pay" for the purposes of this section includes adjustments to the straight time rate, reflecting, among other things, shift differentials and the per-hour value of any non-hourly compensation the employee has earned.

2. Covered Classifications

The only classifications that may meet the definition of "Employee" in Section 1 of this Section are:

Clinical Nurse Specialist (S35); (S4A); (S4B); (S4C)
Clinical Nurse Specialist – Extra Help (X1L)
Clinical Nurse I (S89); (C3A); (C3B); (C3C)
Clinical Nurse I – Extra Help (X1A)
Clinical Nurse I – U (Q89)
Clinical Nurse II (S76); (D0A); (D0B); (D0C)
Clinical Nurse II – Extra Help (X1H)
Clinical Nurse II – U (Q87); (E1A); (E1B); (E1C)
Clinical Nurse III (S75); (S7A); (S7B); (S7C)
Clinical Nurse III – U (Q86); (Q8A); (Q8B); (Q8C)
Clinical Nurse III – Extra Help (X1I)
Infection Control Nurse (S04); (S0A); (S0B); (S0C)
Nurse Coordinator (S39); (S3A); (S3B); (S3C)
Nurse Coordinator – Extra Help (X1M)
Nurse Coordinator – U (Q39); (Q4A); (Q4B); (Q4C)
Per Diem Clinical Nurse (S99)

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Staff Developer (S38); (S5A); (S5B); (S5C)

An employee (as defined by Section 1) working in one of these classifications will be entitled to the meal periods and rest breaks as described in this section and will not be entitled to meal periods and rest breaks under Sections 8.3(a) and 8.4 of this Agreement.

3. Unpaid Meal Periods

- a. An employee working more than five (5) hours during a shift will be provided one (1) unpaid meal period of not less than thirty (30) minutes and not more than one (1) hour. An employee working in excess of ten (10) hours during a shift will be provided an additional unpaid meal period of not less than thirty (30) minutes and not more than one (1) hour.
- b. An employee working five (5) or fewer hours during a shift will not be provided a meal period.
- c. With advanced written Management approval, an employee may waive their right to unpaid meal periods. An employee seeking to withdraw an approved waiver must give their supervisor and/or manager at least two (2) weeks written notice.
- d. Within the parameters set forth in this Section, Management has the right to decide the length (e.g., thirty (30) minutes versus sixty (60) minutes) and timing (i.e., when during a shift) of a meal period.

4. Paid Rest Breaks

- e. For every four (4) hours of work during a shift an employee will be provided a paid fifteen (15) minute rest break.
- f. Within the parameters set forth in this Section, Management has the right to decide the timing of rest breaks.

5. Combined Unpaid Meal Periods and Paid Rest Breaks

- g. An employee who is scheduled to work and works at least eight (8) hours during a shift may, with prior Management approval, combine up to two (2) paid rest breaks together during that shift, for a combined, continuous paid rest break of thirty (30) minutes.
- h. An employee who is scheduled to work and works at least eight (8) hours during a shift may, with prior Management approval, combine an unpaid meal period with one (1) or two (2) of their paid rest breaks during that shift. Employees

combining an unpaid meal period with one or more paid rest breaks will only be paid for the portion of time considered part of the employee's paid rest break(s).

- i. Within the parameters set forth in this Section, Management has the right to decide the timing and order of the combined rest breaks and combined meal period/rest break(s).

6. Monetary Remedy for Missed Unpaid Meal Period and/or Paid Rest Break

- i. Subject to the limitations in this Section:

- i. An employee who is not provided one (1) or more meal period(s) required by this Section will be entitled to one (1) hour of additional pay at their regular hourly rate.
- ii. An employee who is not provided one (1) or more of their rest period(s) required by this Section will be entitled to one (1) hour of additional pay at their regular hourly rate.

- k. The maximum monetary remedy for any workday will be two (2) one (1) hours of additional pay per one (1) continuous shift: (one hour for one (1) or more missed rest breaks and one (1) hour for one (1) or more missed meal periods).

A penalty shall not apply where an employee chooses to work during a provided meal period or rest break.

The penalty provisions of this Section shall terminate immediately upon a final court determination that Labor Code section 512.1 does not apply to a charter county and/or charter city or is otherwise inapplicable to the County.

Section 8.5-6 - Clean-Up Time

All nurses whose work causes their person or clothing to become soiled shall be provided with reasonable time and adequate facilities for wash-up purposes.

Section 8.6-7 - On-Call Pay

a) Definition

On-call is defined as the requirement to remain immediately available to report for duty to perform an essential service when assigned by the appointing authority, subject to approval by the County Executive. On-call duty is in addition to and distinct from the normal work week. This Section is only applicable to those situations where nurses are recalled to work when previously placed on an on-call status.

b) Classifications Eligible

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Each Department Head, subject to approval by the County Executive, shall designate which class(es) of nurse(s) shall be subject to on-call duty.

c) Rates of Pay

Nurses assigned to on-call duty shall receive, in addition to their regular salary, one half (1/2) of their regular base rate of pay for each hour of assigned call duty. Nurses who are called into work while on-call will receive one and one-half (1 1/2) times their regular base rate of pay for each hour worked. Shift differentials shall be paid in accordance with Section 8.8.

d) Beepers/Mobile Devices

Upon request, Beepers/Mobile Devices shall be provided to nurses when placed on on-call status.

Section 8.7-8 - Call-Back Pay

If overtime work does not immediately follow or precede the regular work shift, a minimum of four (4) hours call-back time shall be credited the nurse. Call-back pay is subject to all provisions of Article 8, Section 2, Overtime Work.

The O.R. Nurse or Recovery Room Nurse may elect to receive compensatory time off credit in lieu of cash compensation for call-back time worked.

An O.R. Nurse or Recovery Room Nurse shall be granted a day charged to Paid Time Off, leave without pay, or compensatory time, on the O. R. or Recovery Room Nurse's normal work day following five (5) or more hours of call-back time.

Nurses will be credited for each call-back during a scheduled shift.

Section 8.8-9 – Call-In Pay

Availability does not constitute confirmation to work. Definite confirmation must be made by authorized personnel before the nurse reports to work. If staffing needs change and the nurse reports to work for a specific area, no work is available and no alternate assignment can be made, the nurse shall be reimbursed for a minimum of four (4) hours.

No work or pay is required under this provision if the employer has attempted to contact the nurse by phone (contact or attempted contact has been documented) at least one and one half (1.5) hours prior to the start of the shift to inform the nurse not to report. This provision is waived if the nurse declines an alternate assignment.

Section 8.9-10 - Shift Differentials

a) Definition of shifts:

1. DAY shift -- any scheduled shift of at least eight (8) hours beginning on or after 6:00 a.m. and ending on or before 6:00 p.m.

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2. EVENING shift -- any scheduled shift of at least eight (8) hours beginning on or after 2:00 p.m. and ending on or before 2:00 a.m.
3. NIGHT shift -- any scheduled shift of at least eight (8) hours beginning on or after 10:00 p.m. and ending on or before 10:00 a.m.

b) Part Time/Overlapping Shifts:

1. For shifts of fewer than eight (8) hours, a differential will be paid on the hours worked only if at least half the hours fall between 5:00 p.m. and 6:00 a.m.
2. For shifts which fall across the shifts as defined above, a differential will be paid if at least half the hours fall between 5:00 p.m. and 6:00 a.m.
3. For shifts which fall across both the evening and night shifts as defined above, the differential will be paid according to which shift contains the majority of hours worked. If the split is half and half, the night shift differential will be paid.

c) Pay Rates:

1. The hourly rate for evening shift differential is ~~\$5.50~~(TBD).
2. The hourly rate for night shift differential is ~~\$9.50~~(TBD).
3. The above differentials are paid on productive hours worked only.

Section 8.10 11 – Split Shift Pay

A nurse who is performing services upon a split shift shall be paid an additional eighteen dollars (\$18.00) per day. "Split Shift" is defined as eight (8) hours of work which are not completed within any nine (9) consecutive hours in a workday.

Section 8.11-12 – Charge Nurse Differential

A Clinical Nurse I, II, or III, ~~and Psychiatric Nurse I, or II~~ who is assigned as a charge nurse shall receive an additional ~~three dollars and seventy-five cents (\$3.75)~~(TBD) per hour.

Section 8.12 – Weekend Off Provision [County proposals on Sections 8, 12 and 8, 13 are tied. A rejection of one is a rejection of both. An acceptance of one is an acceptance of both.]

~~The County will attempt to grant every other weekend off and each nurse will not be required to work more than two (2) consecutive weekends in a row. The County guarantees that nurses will not be required to work more than twenty-six (26) weekends per year. If the County requires a nurse to work more than two (2) consecutive weekend days, or more than twenty-six (26) required above, the nurse will receive time and one-half for work in excess of that required. These penalties shall not be duplicated for the~~

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~~same weekend worked. Work as used in this section shall mean productive time. Weekend work required shall be prorated for newly coded nurses and for any nurse who is off the payroll due to an authorized leave of absence.~~

~~The above weekend off provisions may be waived on the written request of the individual nurse.~~

~~The weekend day a nurse is required to work must be the same day during consecutive weekends, e.g. a nurse who works the first Saturday, the second Saturday, and the third Saturday and Sunday would receive penalty pay at time and one half for the third Saturday. A nurse who works the first Saturday, the second Saturday, and the third Sunday would not receive penalty pay at time and one half for the third Sunday.~~

~~A nurse must pick up at least half of a scheduled shift on each weekend day worked to be eligible for penalty pay, e.g. a nurse working an eight hour shift who works the first Saturday for three hours, the second Saturday for eight hours, and the third Saturday for eight hours would not receive penalty pay at time and one half for the third Saturday. A nurse working an eight hour shift who works the first Saturday for four hours, the second Saturday for eight hours, and the third Saturday for eight hours would receive penalty pay at time and one half for eight hours the third Saturday. A nurse working an eight hour shift who works the first Saturday for eight hours, the second Saturday for three hours, and the third Saturday for eight hours would not receive penalty pay at time and one half for the third Saturday. A nurse working an eight hour shift who works the first Saturday for eight hours, the second Saturday for four hours, and the third Saturday for eight hours would receive penalty pay at time and one half for eight hours the third Saturday.~~

~~The examples listed are not exhaustive.~~

Section 8.13 – Weekend Shift Differential [County proposals on Sections 8.12 and 8.13 are tied. A rejection of one is a rejection of both. An acceptance of one is an acceptance of both.]

A weekend differential of ~~three-six~~ dollars and twenty-five cents (~~\$3.006.25~~) per hour will be paid to Registered Nurses-nurses for productive time worked on a Saturday and/or Sunday. For the Night Shift only, the weekend will begin at the start of the nurseRN's regularly scheduled Saturday shift (i.e., 11:00 p.m. on Friday) and terminate at the end of their regularly scheduled shift on Sunday (i.e., 7:30 a.m. on Sunday).

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This differential shall not be pyramided with other penalty premiums or paid on overtime shifts. The value of the weekend differential does not increase regardless of hours worked or rates of pay, etc.

Section 8.14 – Float Differential

a) The order of float shall be as follows:

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- 1) Volunteers;
- 2) Extra help and per diem;
- 3) Coded nurses:
 - a. All coded nurses working overtime will float prior to regularly scheduled coded unit nurses;
 - b. All coded nurses working over-code will float prior to regularly scheduled coded unit nurses.

b) Each nurse shall float within areas as follows at HHS_CSCHS-VMC:

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1. Medical-Surgical Units (~~1 Medical, 2 Medical,~~ 2 Surgical, 3 Surgical, 4 Surgical, 4 Medical, and 6 Medical)
Express Admission Unit (EAU)
~~Admission-Discharge-Transfer (ADT) Nurse~~
2. Neonatal ICU
 Pediatrics
 Pediatric Intensive Care Unit
3. Adult Intensive Care Units (IICU, MICU, CCU, SICU, TICU) Burn Unit
4. Cardiac Cath Lab
5. Interventional Radiology
6. 3 Acute Rehabilitation Unit (3ARU)
 4 Acute Rehabilitation Unit (4ARU)
 3 Respiratory Rehabilitation Unit (3RRU)
7. Labor and Delivery
8. Family Baby Unit (FBU) ~~Mother-Infant-Care-Center (MICC)~~
9. Operating Room
10. Ambulatory Surgery Post Anesthesia Unit (ASPA)
11. Progressive Care Unit (PCU)
12. Drug and Alcohol
13. Psychiatric Inpatient (BAP)
 Emergency Psychiatric Services (EPS)
14. Custody Health Services
15. Ambulatory Care Clinics

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16. Emergency Department (ED)
17. Renal Care Center/Renal Dialysis Unit
18. Resource Nurse (Rapid Response Team nurse or RRT nurse)
19. Endoscopy

20. Sexual Assault Forensic Examination Unit (SAFE)

c) Each nurse shall float within areas as follows at CSCHSHHS – O'Connor:

1. Medical-Surgical Units (Neurosurgery, Acute Oncology, Infusion Center)
2. Family Services Birth Center (NICU, ~~Pediatrics~~, Mother Baby Unit, Labor and Delivery)
3. ~~Intermediate Care Transitional Unit (ICTU)~~ Progressive Care Unit (PCU)
4. Post Anesthesia Care Unit (PACU)
Ambulatory Surgery Unit (ASU)
Endoscopy
5. Operating Room (OR)
6. Cardiac Cath Lab
Interventional Radiology (IR)
Nuclear Medicine
7. Emergency Department (ED)
8. Intensive Care Unit
Dialysis
9. Rehab (Wound Care)

10. Ambulatory Care Clinics reporting to O'Connor

11. Employee Health reporting to O'Connor, St. Louise and/or Valley Medical Center

d) Each nurse shall float within areas as follows at CSCHSHHS – St. Louise:

1. Intensive Care Unit (ICU)
Emergency Department (ED)
Progressive Care Unit (PCU)

2. Medical-Surgical Unit
3. Surgical Services:
 - Intra-Operative
 - Pre-Operative
 - Special Procedures
 - Post Anesthesia Care Unit (PACU)
4. Maternal Child Health Department (Labor and Delivery (L&D), Maternal Child Health (MCH), Post-Partum)
5. Wound Care
 - Outpatient Infusion

- e) If a float assignment outside like areas is necessary, Management shall attempt to send volunteers from the unit to be floated from prior to making an involuntary assignment. If a coded nurse is required to float outside of one of the like areas, the nurse shall receive ~~one dollar and seventy-five cents (\$1.75)~~ (TBD) per hour for such assignment. A nurse who requests to float in order to broaden the nurse's experience may put the nurse's name on a list, maintained in the Nursing Office, indicating where the nurse requests to float. In this case, a differential shall not be paid.

Except in emergencies (emergency is defined as unforeseeable circumstances of patient care needs), no nurse will be assigned to an area without having adequate orientation to that area. Adequate orientation will be determined by the Director of Nursing with input from the Nurse Manager, and Staff Developer.

Assignments shall include only those duties and responsibilities for which competency has been validated. Nursing Administration shall ensure that a nurse's competencies for the patient(s) to which the nurse has been assigned are validated within the past twelve (12) months of floating to an unlike area. A registered nurse with demonstrated competencies for the area shall be responsible for the nursing care, and shall be assigned as a resource to the RN who has been assigned to the unlike area and who has not completed competencies for that area.

This Section will not apply when one of the units is temporarily closed.

- f) The County will make an effort to expand the float pool at Valley Medical Center, O'Connor, and Ambulatory. The County will make an effort to establish a float pool at St. Louise Regional Hospital and Custody Health.
- g) Coded Floats and Resource Nurses will be paid the current differential.

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Section 8.15 — Nurse Assignment to Temporary Work Location

~~When a~~ nurse ~~is~~ may be assigned to work at a temporary work location due to operational need at any healthcare delivery location different from the nurse's regularly assigned work location. ~~the nurse shall be allowed to travel on County time to that work location. Travel time will only be paid for travel between work locations, but only when the nurse is assigned to report to the regular work location before or after reporting to the temporary work location. Time allotted for travel and m~~Mileage paid shall be based on actual miles traveled. Actual miles traveled shall be defined as all miles driven on County business. However, no mileage reimbursement shall be paid for miles traveled to the first field or work location of the day from the nurse's place of residence or from the last field or work location of the day to the nurse's place of residence, unless the miles traveled exceeds the distance normally traveled by the nurse during their normal home-to-work commute. In that case, the nurse may claim reimbursement for only the added mileage which exceeds their normal home-to-work location.

The County will either supply transportation for such travel or shall pay mileage based on the above distances. The County assumes no mileage pay obligation to the nurse who for self-convenience voluntarily reports to a work location other than the regularly assigned work location.

The County will endeavor to ask for volunteers, when operationally feasible prior to making such assignments.

Section 8.16 - Bilingual Pay

On recommendation of the appointing authority and the Director of Personnel, the County may approve payments of one hundred seventy dollars (\$170.00) per month to a bilingual nurse whose abilities have been determined by the Director of Personnel as qualifying to fill positions requiring bilingual speaking and/or writing ability. Bilingual skill payments will be made when:

- a) Public contact requires continual eliciting and explaining information in a language other than English; or
- b) Where translation of written material in another language is a continuous assignment; or
- c) The position is the only one in the work location where there is a demonstrated need for language translation in providing services to the public.

The County shall review positions covered by this Agreement not less than annually to determine the number and location of positions to be designated as requiring bilingual abilities. The County will post the names and language skills by work unit of those employees who are being paid a bilingual differential.

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Differential may be removed when the criteria ceases to be met.

Section 8.17 - Hazard Duty Detention Services Premium and Critical Care Differential Premium

a) ~~Detention Services Premium shall only apply to the work places covered and included in this Section are~~ the JPD Ranches and the locked/secured sections of the following facilities:

The Main Jail
Elmwood
JPD Hall

b) Critical Care Differential Premium shall only apply to the locked/secured sections of the following facilities:

Psychiatric Inpatient
Emergency Psychiatric Services

bc) A premium ~~for Hazard Duty of three dollars (\$3.00)(TBD)~~ per hour shall be paid to classifications while in paid status whose entire assignment for the County is in a work place described in paragraph a) or b). This payment shall be made irrespective of classification, pay level, overtime status, holiday work, or other wage variations. This ~~hazard-duty~~ premium shall be included in the pay status time of the classifications described in this paragraph bc).

cd) A premium ~~for hazard duty of three dollars (\$3.00)(TBD)~~ per hour shall be paid to classifications, whose entire assignment is not in a work place described in paragraph a) or b), for only the hours assigned and worked in a work place described in paragraph a) or b). This payment shall be made irrespective of classification, pay level, overtime status, holiday work, or other wage variations. This ~~hazard-duty~~ premium shall not be included in the pay status time of the classification described in this paragraph ed). A nurse must work a minimum of thirty (30) consecutive minutes per entry into a work place described in paragraph a) or b) prior to being eligible for the ~~hazard-duty~~ premium. All classifications shall receive an additional full hourly premium for time worked of more than six (6) minutes in any hour after the first hour of work.

de) This ~~hazard-duty~~ premium shall not be allowed in computing payments at the time of termination, except that it shall be paid on all hours already worked at the time of termination.

Section 8.18 - Alternate Work Schedules

The only alternate shifts recognized are ten (10) and twelve (12) hour shifts. ~~A n~~Nurses may request elect to work an alternate work schedule based on eighty (80) hours in a

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~~payper two (2) week period. Management will review the feasibility of implementing alternate work schedules and have sole discretion in approving or denying a nurse or nurses' request(s) for alternate work schedules.~~ Time worked in excess of eighty (80) hours ~~in a pay period bi-weekly~~ shall be subject to overtime pay provisions of this Agreement. This schedule shall be a voluntary/optional alternative to a previous eight (8) hour per day schedule with mutual agreement of the nurse(s) and management. A nurse working a regularly scheduled ten (10) or twelve (12) hour shift shall be compensated for each hour worked at the regular hourly base pay. Hours worked in excess of ten (10) or twelve (12) hours of a regularly scheduled ten (10) or twelve (12) hour shift, shall be subject to overtime provisions of Article 8, Section 2 (Overtime Pay).

Shift differential shall be paid for all hours worked as specified in Article 8, Section 8 (Shift Differentials).

Section 8.19 - Changes in Schedules

Except for emergencies, changes in a nurse's scheduled work unit, scheduled regular shift or scheduled regular number of hours in the work day will not be made unless the nurse is given advance notice of the change and is provided the opportunity to discuss the proposed change with the appropriate supervisor.

Section 8.20 - Additional Shift Work

Draft schedules shall be posted two weeks in advance of the posting of the final schedule. Nurses shall indicate availability for additional shift work in writing. Prior to posting of the final work schedule, nurses in part time codes will be given preference over Per Diem and Extra-Help nurses for available, additional shifts in their work unit. Additional shift work within a unit shall be distributed as equally as practicable among coded nurses in the following sequence:

- a) Part time coded nurses within the work unit the additional shifts are available;
- b) Part time coded nurses outside the work unit, provided such nurse can claim competency in the area the additional shifts are available.

Additional shifts do not result in overtime compensation or weekend off provision penalty pay unless pre-approved by Management.

Section 8.21 - Voluntary Reduced Work Hours Program

- a) The County agrees to establish a Voluntary Reduced Work Hours Program for full-time nurses represented by the Association. The purpose of the Program is to reduce work hours and a commensurate amount of pay on a voluntary basis.
- b) Nurses may elect a two and one-half percent (2 1/2%), five percent (5%), ten percent (10%) or twenty percent (20%) reduction in pay for a commensurate

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amount of time off for a six (6) month period. Admission into the plan will be at six (6) month intervals.

- c) All nurses in the Program will revert to their former status at the end of six (6) months. If a nurse transfers, promotes, demotes, terminates, or in any other way vacates or reduces the nurse's present code, the nurse will be removed from the Program for the balance of the six (6) month period.
- d) Compensatory time shall accrue as earned and shall not be scheduled on any day considered as a County holiday. Nurses may use the reduced hours time in advance of accrual and will reimburse the County for hours taken in advance of accrual upon early termination from the Program.
- e) Participation in this Program shall be by mutual agreement between the nurse and the Department/Agency Head. At no time will approval be given if it results in overtime. Restrictions by Department/ Agencies within work units shall be uniformly applied.
- f) It is understood by the County that due to this Program there may be lower levels of service.
- g) All nurses will be notified in writing regarding the Program specifics and the sign-up options. Such written notice to be mutually agreed upon by the parties.
- h) Full and timely disclosure of actual sign-ups and any analysis developed will be made available to both the County and the Association.
- i) This agreement governs as to the Voluntary Reduced Work Hours Program, but will in no way alter the meaning of the Association and County Agreements currently in effect. This will include any departmental, side letter agreements, etc.

Section 8.22 - National Certification Pay

Annual compensation of two hundred seventy-five dollars (\$275.00) may be issued to a coded nurse who is certified or recertified in a clinical specialty. Each coded nurse may apply for National Certification Pay provided:

- a) The certification is clinically relevant to the nurse's area of clinical specialty and will enhance the nurse's knowledge base and skill in providing expert patient care.
- b) The certification is issued by a nationally recognized accrediting agency and applicable to current area of practice. The Chief Nursing Officer may add other certifications that are not issued by a nationally recognized accrediting agency at their discretion.

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- c) Certification that is required by the California Board of Registered Nursing (BRN) to meet certification or recertification requirements as a Certified Registered Nurse Anesthetist (CRNA) does not qualify for National Certification pay.
- d) Certification that was used to meet the California Board of Registered Nursing credentialing requirements as a Nurse Practitioner or Clinical Nurse Specialist does not qualify for National Certification pay.
- e) Verification of successful completion of such certification is submitted during the April submission month.

Section 8.23 – Preceptor/Clinical Partner Role and Pay Differential

1. Preceptor differential of ~~one dollar and seventy-five (\$1.75)~~(TBD) per hour will be paid to a Clinical Nurse ~~or Psychiatric Nurse~~ with established preceptor competencies and only on the hours they are assigned to precept. This differential shall not be included for the purposes of computing overtime rate and other penalty premiums (i.e. Weekend Off Provision, holiday pay) or paid on overtime shifts.

Precepting includes training/teaching nurses who: Change specialty or transfer into a new specialty; new graduate nurses and interim permittees; and nursing students in their externships.

The differential does not apply to time spent orienting new employees/staff; teaching new equipment or new skills; or working with nursing students during their routine clinical rotations.

For the purposes of this section, a preceptor is a Clinical Nurse III ~~or Psychiatric Nurse II~~ assigned to function as a role model, teacher, and evaluator for a specific nurse. On a case-by-case basis, the preceptor role may be assigned to a Clinical Nurse II.

2. The preceptor role is voluntary. A Clinical Nurse ~~or Psychiatric Nurse~~ accepting assignment as a preceptor agrees to the role, duties, and responsibilities outlined in the role description for a preceptor.
3. To be eligible for this differential, a preceptor must have been assigned in writing by the preceptor's manager or designee pursuant to this Section to function in the role for a specific nurse.
4. A preceptor must also have successfully completed the preceptor training program and preceptor competencies. The structure, objectives, and content of the formalized training program and the amount of formalized training shall be determined by the hospital. No Clinical Nurse or ~~Psychiatric Nurse~~ shall be assigned preceptor duties prior to completing this training program. On a case-by-

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case basis, the hospital may waive the requirement that a preceptor complete the preceptor training program in order to receive the preceptor differential.

5. The preceptor differential shall not be allowed in computing payments at the time of termination.

Section 8.24 – Cardiac Nurse Specialty Pay

The workplaces covered and included in this section are Valley Medical Center and O'Connor Hospital. When assigned, Specialty pay of ~~one dollar and fifty cents (\$1.50)~~ TBD per hour will be paid to clinical nurses assisting and caring for a patient undergoing a cardiac operation in the operating room. This specialty pay shall not be included for the purposes of computing overtime rate and shall not be allowed in computing payments at time of termination. Nurses who are being trained or precepted as a heart nurse are not included in this section. Specialty pay for clinical nurses will only be paid for actual time spent in the OR performing cardiac procedures (such as, but not limited to, open heart procedures). In order to be paid this differential, the clinical nurse must maintain a current Advanced Cardiac Life Support (ACLS) certification and have completed six (6) Continuing Education Units (CEU) related to their area of specialty (cardiac nursing) each year. Clinical nurses must submit the CEU certificates to the Operating Room Nurse Manager by the end of each calendar year to be paid the differential for the following year. Clinical Nurses who fail to maintain their ACLS certification and/or fail to submit their CEU certifications to the Operating Room Nurse Manager shall not receive this specialty pay until all requirements are met

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