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ARTICLE 11 - LEAVE PROVISIONS

Section 11.1 - Leave Without Pay

a) Reasons Granted

Leaves of absence without pay may be granted to nurses for up to one (1) year. Extensions to leaves approved for less than one (1) year shall not unreasonably be denied provided adequate advance notice is given. If a nurse wishes to return to work early from a leave of absence, the nurse shall provide reasonable advance notice to the appointing authority. Leaves beyond one (1) year may be granted due to unusual or special circumstances. The following are approved reasons for such leaves:

1. Illness beyond that covered by sick leave.
2. Education or training which will benefit the County, including advancement in nursing.
3. Other personal reasons which do not cause inconvenience on the department.
4. To accept other government agency employment.
5. Parental leave, not to exceed six (6) months in accordance with Section 11.2(a).

b) Leave for Association Business

Upon thirty (30) days advance notice, a long term leave without pay to accept employment with the Association shall be granted by the appointing authority for a period of up to one (1) year. No more than three (3) nurses shall be granted a leave at any one time. A leave may only be denied if:

1. The notice requirement is not met.
2. The number of nurses on leave has reached the maximum of three (3).
3. The nurse has specialized skills and abilities which are necessary and could not be replaced.

With notice no less than thirty (30) days prior to the conclusion of the leave, such leave may be extended up to one (1) year upon approval of the appointing authority.

c) Revocation

A leave may be revoked by the Director of Personnel upon evidence that the cause for granting it was misrepresented or has ceased to exist.

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Page 1 of 6

d) Seniority Rights

Parental leaves of more than thirteen (13) pay periods; leaves of absence of more than two (2) pay periods; and suspensions shall not be counted as time spent in a salary step in computing eligibility of the nurse for further salary increases. All time spent on industrial injury leave shall be counted.

Section 11.2 - Family Leave

- a) Paid and/or unpaid leave of absence may be granted by the County as designated in County Leave of Absence Policy and/or County Ordinance. The Leave of Absence Policy provides information related to paid and/or unpaid leave of absence, including leaves provided by Federal or State law, and provides eligibility requirement, guidelines, and procedures for paid and/or unpaid leave of absence. Leaves provided by Federal or State law are not subject to the grievance procedure of this agreement.

Upon request, family leave, with or without pay, shall be granted to attend the serious health condition of a family member in accordance with the Family Medical Leave Act, California Family Rights Act, and the County's Leave of Absence Policy, and/or County Ordinance.

Parental and Adoptive Leave

1. Length

~~Upon request, parental leave without pay shall be granted to natural or adoptive parents by the appointing authority for a period of up to six (6) months. With notice no less than one (1) month prior to the conclusion of the leave, such leave may be extended up to one (1) year upon approval of the appointing authority. A request for extension can only be denied for good cause. A nurse who is pregnant may continue to work as long as their physician approves with concurrence from the Department.~~

2. Sick Leave Use

~~If, during the pregnancy leave or following the birth of a child, the nurse's physician certifies that they are unable to perform the duties of her job, they may use their PTO or accumulated sick leave during the period certified by the physician. The authorized PTO or sick leave shall be charged either prior to or at the termination of the leave.~~

~~b) Other Family Leave~~

~~Upon request, family leave shall be granted for the placement of a foster child, or to attend to the serious illness of a family member in accordance with the Family~~

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Page 2 of 6

~~and Medical Leave Act, and for the serious illness of a registered domestic partner, for a period of up to six (6) months.~~

Section 11.3 - Leaves to Perform Jury Duty or to Respond to a Subpoena

a) Response to Summons

A nurse shall be allowed to take leave from the nurse's County duties without loss of wages, PTO, sick leave or nurse benefits for the purpose of responding to summons to jury selection (including when the nurse is required to appear for jury duty and is not selected to serve) or serving on a jury for which the nurse has been selected, subject to the limitation that a nurse shall receive paid leave to serve on a jury for which the nurse has been selected not more than once during a calendar year and provided that the nurse executes a written waiver of all compensation other than the mileage allowance, for which the nurse would otherwise receive compensation by virtue of the nurse's performance of such jury duty. No nurse shall be paid more than the nurse's regular shift pay or regular work week pay as a result of jury duty service. The nurse is required to notify the nurse's appointing authority when the nurse has received a jury summons and when the nurse's jury service is completed.

b) Jury Duty

Nothing in this Section shall prevent any County nurse from serving on a jury more than once per calendar year, provided, however, that such additional periods of absence from regular County duties as a result thereof shall be charged, at the option of such nurse, to either accrued Paid Time Off (PTO) or leave without pay.

c) Response to a Subpoena

No nurse shall suffer loss of wages or benefits in responding to a subpoena to testify in court if that nurse is not a party to the litigation.

d) Release Time

In the event a nurse is called to court under the above provision, the following shall apply:

1. Swing or PM shift shall have release time the day of court attendance; time spent in court shall be deducted from the regular shift on that day with no loss of wages or benefits.
2. Night or graveyard shift shall have release time on the shift prior to court attendance; and that nurse shall suffer no loss of wages or benefits.
3. When a nurse, whose regularly scheduled hours includes two (2) full shifts (16 hours at least 8 hours per shift) of scheduled duty between 11:00 p.m., Friday to 3:00 a.m., Monday, is selected for a jury and is required to be in

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Page 3 of 6

Court during their regular days off, the department will make every effort to provide the following Saturday or Sunday as a regularly scheduled day off. The weekend cannot count as a weekend worked for weekend off provisions.

e) Return to Work

For the purpose of this Section, a nurse who responds to a summons to jury duty and who is not selected as a juror shall ~~not be deemed to have performed jury duty and shall return to work as soon as possible~~ coordinate with the supervisor about whether and when to report to work.

Section 11.4 - Compulsory Leave

a) Fitness for Duty Examination

If any non-probationary nurse is required by the appointing authority to take a fitness for duty examination not connected with preexisting or existing industrial injury to determine if the nurse is incapacitated for work, the following provisions will apply and will be given to the nurse in writing:

1. Before making a decision, the physician designated by the appointing authority will consult with the nurse's personal physician and will advise the nurse of this procedure.
2. If the nurse's personal physician agrees with the decision of the physician designated by the appointing authority, the decision is final.
3. If the physicians disagree, and the nurse so requests, they will select a third physician whose determination will be final. Cost for such examination by the selected physician will be equally shared by the nurse and the appointing authority.

b) Court Related

The appointing authority may require a nurse who has been formally charged in a court of competent jurisdiction with the commission of any felony or of a misdemeanor involving moral turpitude, provided said crime is related to the nurse's employment status, to take a compulsory leave of absence without pay pending determination by way of a plea, finding or verdict at the trial court level as to the guilt or innocence of such nurse.

1. Determination of Innocence

If there is a determination of innocence or the charges are dropped, the nurse shall be reinstated to the nurse's position with return of all benefits, including salary, that were due for the period of compulsory leave if the nurse was available for work during this period. Despite reinstatement, the

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Page 4 of 6

nurse remains subject to appropriate disciplinary action if warranted under the circumstances. Any such disciplinary action may be imposed effective as of the commencement date of the compulsory leave imposed under this Section.

2. Determination of Guilt

If there is a determination of guilt, the appointing authority may take appropriate disciplinary action. If the action is a suspension and the suspension is for a shorter duration than the compulsory leave, the nurse shall receive the difference between the compulsory leave and the suspension in salary and all benefits.

Section 11.5 - Military Leave

a) Governing Provision

The provisions of the Military and Veterans Code of the State of California and the County ordinance code shall govern the military leave of nurses of the County of Santa Clara.

b) Physical Examination

Any regular or provisional nurse shall be allowed time off with no loss in pay for the time required to receive a physical examination or re-examination as ordered by provisions of a national conscription act or by any branch of the National or State military services.

Section 11.6 - Educational Leave for Registered Nurses

- a) Each July 1 a credit of forty (40) hours per year shall be granted for educational leave for all full-time nurses. Educational leave will be accumulative to a maximum of eighty (80) hours. Educational leave for part-time nurses will be prorated. There shall be a three (3) month waiting period for all nurses hired after the execution of this contract. However, each nurse who uses any time earned between three (3) and six (6) months must sign a note which states that the nurse will authorize a deduction from the nurse's last paycheck for the time used if the nurse leaves County employment within one (1) year of the date of hire.
- b) The individual nurse shall decide the educational program in which they shall participate. It is understood that all use of educational leave shall be principally related to nursing practices within the County.
- c) Details in the written application for educational leave shall include but not be limited to the course, institute, workshops, classes, or homestudy subjects, hours, faculty and purpose of taking the course, seminar, etc. The application shall be received by the Administration no less than ten (10) working days prior to the

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Page 5 of 6

requested date of leave of absence. At least five (5) working days prior to the commencement of the leave of absence date, the Administration shall respond in writing to the nurse. When notification of a course is received less than ten (10) working days prior to the course date, Administration may consider approval.

- d) In all instances set forth above, the leave request shall be subject to approval by the Department. Such leaves shall not unduly interfere with staffing requirements for patients' care or duplicate comparable training offered by the Department. The Department agrees that it shall not unreasonably withhold approval.
- e) Proof of attendance may be requested by the Department. The nurse may be requested by the Department to report such activity in writing.
- f) Every effort shall be made to arrange scheduling for the individual nurse's use of educational leave time.
- g) If the educational leave falls on the nurse's day off, the nurse shall select one of the following:
 - ~~1. The day will be charged to educational leave and the nurse will have a day added to the nurse's Paid Time Off balance, or~~
 - 21. The day will be charged to educational leave and the nurse will be given another day off during the pay period, or
 - 32. The day will not be charged to educational leave.
 - 43. Educational leave granted for homestudy courses shall not be counted toward the base period in calculation of overtime.
- h) Participation in the Registered Nurses Unit educational leave program shall not alter the ~~RN's~~ nurse's right to benefits included in the Professional Development Fund Section of this Agreement.
- i) The County shall provide three (3) courses approved by the Board of Registered Nursing for continuing educational credit, provided qualified instructors are available and interested. The County is under no obligation to hire additional instructors.
- j) Educational leave for homestudy courses will be paid at the rate of one (1) hour for each contact hour completed. A copy of the certificate verifying successful completion is required for educational leave to be paid.

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Page 6 of 6