

ARTICLE 3 - ASSOCIATION SECURITY

County proposing CCL in all section except Section 3.2

Section 3.1 - Relationship Affirmation

The intent and purposes of this Agreement are to encourage harmonious relationships between the County and the Registered Nurses it employs who are subject hereto; to promote and improve that relationship subject to their joint duties to the community and to the high standards of patient care; to clarify certain rights and privileges of the parties; to set forth and define rates of pay, economic benefits and other conditions of employment that shall apply to such nurses; and to establish amicable processes for collective bargaining. The Association agrees that it will cooperate with the County and support its efforts to assure efficient operation, to serve the needs of the community, and to meet the highest of professional standards in such services.

Section 3.2 - Dues Deductions

a) Maintenance

1. All nurses who have authorized Association dues, in effect on the effective date of this Agreement shall have such deduction continued. Contributions from a new nurse shall be made only upon signed authorization from the nurse only after the Association certifies to the County a list of nurses who have authorized such deduction(s). As allowed by law, the County shall deduct from the nurses' paychecks and transmit to the Association dues and amounts for any other service, program, or committee provided or sponsored by the Association.
2. For any nurse for whom the Association cannot provide such a certification, the County shall cease contribution deductions until such a time when the Association certifies to the County that the nurse has authorized such deduction(s).
3. When the Association adjusts the level of contributions, provides notice of contributions from new nurses, or provides notice of ceasing contributions from nurses, the Association shall provide written notice of the adjustment to the County by email. The County shall have two (2) pay periods following receipt of the notice to implement the change.
4. The County and the Association will comply with the statues as set forth in SB 866.

b) Third Party Requests

From: SCCo To RNPA October 12, 2023

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New language is underlined.

Deleted language is struck through.

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The County shall comply with the law, including ~~Government Code section 6254.3~~ the California Public Records Act, in responding to third-party requests for information about the home addresses, home telephone numbers, personal cellular telephone numbers, birthdates, and personal email addresses of ~~the~~ Association-represented nurses. The County will provide the Association with notice of outside third-party requests for this information in a timely manner. Section 3.2(b) shall not be subject to the grievance procedure in this Agreement.

c) No Fault

The Association agrees to indemnify, defend, and hold the County harmless from any and all claims, demands, suits, or any other action arising from the provisions of this Section or from complying with any demand for termination or revocation hereunder.

d) Leaves of Absence

Upon return from leaves of absence of any dues-paying nurse, the County shall reinstate the payroll deduction of Association dues for those nurses who were on dues check-off immediately prior to taking leave, provided the employee has not authorized cancellation of dues check-off in accordance with the prescribed provisions.

Section 3.3 - Other Deductions

The County shall deduct other deductions for insurance programs from pay checks of nurses under reasonable procedures prescribed by the County for such deductions which may include nurses not within the recognized bargaining unit of the Association in accordance with procedures that may be established between the parties.

Section 3.4 - Association Notices and Activities

a) Bulletin Boards

The Association, where it represents nurses of a County Department, shall be provided by that Department use of adequate and accessible space on designated bulletin boards for communications.

The glass covered, locked bulletin board purchased by the Association and installed by Valley Medical Center will be maintained in the cafeteria hallway at Santa Clara Valley Medical Center.

b) Distribution

The Association may distribute material to nurses in its representation unit through normal channels, including use of County's e-mail.

c) Visits by Association Representatives

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Any paid staff of the Association shall give notice to the Department Head or designated representative prior to entering departmental facilities. The Representative shall be allowed reasonable contact with nurses on County facilities provided such contact does not interfere with the nurse's work. Solicitation for membership or other internal nurse organization business shall not be conducted during work time. Prearrangement for routine contact may be made on an annual basis.

For this purpose, rest periods are not work time.

- d) Facilities
County buildings and other facilities shall be made available for use by the Association or its Representatives in accordance with administrative procedures governing such use.
- e) Names and Addresses of Covered Nurses
The County shall supply the Association with a bi-weekly data processing run of names and addresses and classifications of work of all nurses within the representation unit. Such list shall be supplied without cost to the Association except that addresses shall not be supplied of those nurses who request the County in writing to not provide such information. A copy of such request shall be forwarded to the Association.
- f) Notification of Association Coverage
When a person is hired in any classification covered by a bargaining unit represented by the Association, the County shall notify that person that the Association is the recognized bargaining representative for the nurses in said unit and present that person with a copy of the present Agreement, and a copy of the purpose and objectives of RNPA as approved.
- g) Report of Transactions
The County shall supply the Association a data processing run covering the following nurse transactions as are currently available on the system: newly hired nurse, provisional appointments, reinstatement, re-employment, return from leave, return from military leave, miscellaneous, promotion, return to former class, voluntary demotion, disciplinary demotion, transfer, title change, suspension, temporary military leave, injury or illness leave, other leave, indefinite military leave, resignation, probationary release, provisional release, miscellaneous release, dismissal, retirement, death, layoff.

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Section 3.5 - New Nurse Orientation

- a) The Association shall be allowed a Representative at both County-wide and departmental orientations where there is a newly-hired nurse. Departmental orientations shall be held not less than twice per month, provided the County has hired a new nurse or a rehired nurse in the intervening period. Newly hired nurses and rehired nurses are required to attend either the County-wide orientation or departmental nursing orientation as scheduled. Should a nurse fail to attend a scheduled departmental nursing orientation, the County shall require such nurse to attend the next scheduled orientation session.
- b) The County or department, where appropriate, will notify the Association ten (10) days in advance of such orientation sessions, except that shorter notice may be provided in a specific instance where there is an urgent need critical to County operations that was not reasonably foreseeable. Notification of departmental nursing orientation and County-wide orientation shall include the names of the nurses scheduled to attend.
- c) The Association Representative(s) shall be allowed 30 minutes to make a presentation and answer questions to nurses in classifications represented by their organization. The Association Representative(s) may present packets including forms or other Association materials to represented nurses at orientation. County representatives shall be absent from the room during the portion of orientation conducted by the Association.
- d) The County agrees the Association shall have reasonable access and use of the County facilities in order to conduct the Association's presentation at the scheduled orientations.
- e) At least one (1), but up to two (2) representatives may be provided release time to attend orientation sessions. Release time, without loss of compensation or benefits, shall be granted to the Association Representative(s) for the purpose of attending such orientation. Should release time for orientation be needed for less than a full shift, release time shall be granted to the Association Representative(s) for the period of time of the Association's orientation presentation and reasonable travel time. Where release for a partial shift is not practical, release time for a full shift may be granted. The determination of charging of a full shift or partial shift for the purpose of release time to make a presentation during new nurse orientation shall be made by nursing management in consideration of operational needs.
- f) Release time for purposes of attending orientation is in addition to release time under Article 4.

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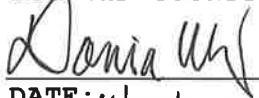
Section 3.6 – New Employee Information

- a) Within 30 days of date of hire of a nurse, the County agrees to provide the Association with the name, job title, department, work location, work phone, home phone, cell phone, and personal e-mail address of newly hired or rehired nurses (to the extent the newly hired or rehired nurse has provided such personal information, and consistent with employee privacy requirements). The list shall be provided on a bi-weekly basis. Until such time as newly hired and rehired nurses can be identified by including the date of hire in the above provided list, information regarding new nurses shall be provided on a separate list.
- b) A transaction report shall be provided to the Association on a biweekly basis with personnel transactions (new hire/ rehire/ reinstatement) of all nurses by pay period including effective date of the action, the name of the nurse and the employee identification number of the nurse. This information shall be provided regardless of whether the newly hired public employee was previously employed by the County.
- c) This information shall be provided in a manner consistent with applicable law, including sections 6254.3 and 6207 of the California Government Code. The provision of information under this section shall be consistent with the employee privacy requirements described in County of Los Angeles v. Los Angeles County Employee Relations Com. (2013) 56 Cal.4th 905.

Section 3.7 - Printing of Agreement

The parties agree to share equally the cost of printing bound copies of this Agreement. The Association shall reimburse the County for the actual cost of copies ordered by the Association. The design and format of the printed Agreement shall be jointly determined by the parties. It is agreed that the contract will be printed not more than one hundred and twenty (120) days after final agreement on all language.

FOR THE COUNTY



DATE: 11/13/2023

11/13/2023 C. Chukula

FOR RNPA



RNPA PRESIDENT

DATE:

 11.13.23.

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