



# County of Santa Clara

Employee Services Agency

Labor Relations Department

County Government Center, East Wing

70 West Hedding Street, 8<sup>th</sup> Floor

San Jose, California 95110

October 12, 2023

Gregg Adam  
RNPA Chief Negotiator

Susie York  
RNPA President

**Re: County's Initial Package Proposal**

Dear Mr. Adam and Ms. York:

Please find enclosed the County's initial package proposal to RNPA for a successor Memorandum of Agreement (MOA).

In an effort to begin the free exchange of ideas, provide context, and focus on the issues most important to the parties, we wanted to highlight areas where the County is not proposing changes. Despite the very substantial, year-over-year increases in cost to the County for these benefits and the fact that the County's benefits in these areas are very significant when compared with other public and private entities:

- The County is not requesting an increase to employee CalPERS pension contribution rates.<sup>1</sup>
- The County is not requesting changes to the employee medical, dental, or vision premiums cost-share formulas.
- The County is not requesting changes to retiree medical benefits.
- The County is not requesting changes to Paid Time Off benefits.
- The County is not requesting changes to the guaranteed salary or to add language to allow the County to cancel nurses based on operational needs due to lower census—even though such provisions are industry standard.

This package proposal does include several proposals that collectively address important priorities in the MOA for this round of negotiations, some of which are highlighted below:

- We intend to remove the Psychiatric Nurse classifications as they were reclassified to the Clinical Nurse classification represented by RNPA. (Please see Article 1.)

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<sup>1</sup> Changes to contribution rates may be required by state law for PEPRA members in each or all fiscal years of any successor MOA.

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- As already provided in our October 5, 2023, counter proposal, we intend to change and update language, such as, changing “Affirmative Action” to “Diversity, Equity, and Inclusion.” (Please see Article 2.)
- We intend to clean up and update language, such as, changing “Government Code Section 6254.3” to “California Public Records Act.” (Please see Article 3.)
- We intend to clarify that part-time RNPA official representatives will receive release time on a prorated basis to make clear that release time is consistent with their code status (code size). We believe that harmonious labor relations are imperative to reaching agreement. (Please see Article 4.)
- We intend to make clear the leaves that do not impact seniority dates. (Please see Article 5.)
- We intend to make aspects of personnel actions more efficient and clear. This includes incorporating into the MOA the new transfer bidding process, which has shortened the time to hire nurses and with the recent change to a monthly bidding system we believe it has resolved any potential concerns. We also intend to revise the language regarding investigation timelines, consistent with other County MOAs. (Please see Article 6.)
- Within the last eleven (11) months, the Clinical Nurses, Psychiatric Nurses, and Assistant Nurse Manager classifications received ten percent (10%) salary increases, and Per Diem Clinical Nurses received a twenty percent (20%) increase, both in addition to the scheduled three percent (3%) increase during the last fiscal year. Further, on October 16, 2023 an eight percent (8%) salary increase for the Clinical Nurse Specialist, Infection Control Nurses, Nurse Coordinators, and a six percent (6%) increase for the Staff Developers, Nurse Practitioners and Certified Registered Nurse Anesthetists was implemented, also in addition to the scheduled three percent (3%) increase during the last fiscal year. Notwithstanding these significant pay increases, and notwithstanding a very troubled financial landscape—including an increasingly bleak budget picture, the need to close a projected \$280M structural deficit in next fiscal year’s budget, the Enterprise’s reimbursements not keeping up with costs, slower property tax growth, and anticipated state and federal budget deficits resulting in significantly reduced revenue for the County—the County is still interested in a general wage increases in each year of the three-year proposed term so as to recognize the value of RNPA-represented employees and the challenges faced by our staff in light of inflation and increased cost of living. Accordingly, the County is proposing a general wage increases over the course of three (3) years of 1% in the first year, 2% in the second year, and a 2% in the third year. The County is trying to balance each of these considerations, and the strong desire to negotiate a contract that does not create the need for future layoffs if the economic picture continues to worsen as many expect it will. (Please see Article 7.1 and Appendix A.)
- We intend to rewrite the Longevity Step language to comply with CalPERS regulations so that nurses receive credit towards their retirement while in these longevity steps. (Please see Article 7, Sections 7.2 (f), (g) & (h).)

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- We intend to revise the timelines to correct paycheck shortage errors as well as when those timelines apply to more closely align with current practice, provide some relief to payroll staff so they may prioritize more urgent matters, and set realistic expectations for nurses. (Please see Article 7.6 (b).)
- We intend to revise overtime language to use hours actually worked as the basis for computation of overtime, consistent with the standards in federal and state law. (Please see Article 8, Section 8.2.)
- We intend to add language regarding missed rest and mealtime penalties to clarify the practice of combining breaks and meal periods. (Please see new Article 8.5.)
- We intend to remove Section 8.12 – Weekend Off Provision and reallocate those dollars to Section 8.13 – Weekend Shift Differential. This change will incentivize more nurses to work weekends and spread the monies to far more RNPA-represented nurses. In fiscal year 2022, only 656 nurses received payment under Section 8.12 – Weekend Off Provision, whereas 2474 nurses received payment under Section 8.13 – Weekend Shift Differential. We believe reallocating funding in this manner will be beneficial to nurses overall as well as promoting staffing for weekends. (See package proposal regarding Sections 8.12 and 8.13.)
- We intend to increase several of the differentials in the MOA depending on what the overall economic package contains. (Place holder).
- We intend to memorialize the Intermediate Intensive Care Unit and Express Admissions Unit at Valley Medical Center, the Progressive Care Unit at St. Louise Regional Hospital, and Sexual Assault Forensic Examination Unit into the MOA. (Please see Article 8, Section 8.14 and Appendix B.)
- Section 8.15 - Temporary Work Location contemplates mileage and travel time reimbursements when the County temporarily assigns a nurse to a different work location. We intend to clarify the language in several regards, including clarifying that the County will endeavor to ask for volunteers before temporarily assigning nurses to different healthcare delivery locations. (Please see Article 8, Section 8.15.)
- We intend to incorporate the Juneteenth Holiday and accruals and to simplify the annual cash out of Paid Time Off, as well as remove the restriction tied to unscheduled absences. Currently, unscheduled absences count against nurses by limiting both the number of hours they may cash out and the ability to cash out at all. The revisions proposed would eliminate those restrictions. More nurses would be eligible to cash out the full amount of 80 hours. Our proposed language is also compliant with IRS rules. (Please see Article 9, Sections 9.2, 9.7 and 9.9.)

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- We intend to remove family leave sections and move to County policy-based system. County policies can be updated quickly to reflect changes in law, all employees will have access to the most up-to-date information regarding their rights and benefits, and this will eliminate conflicting and/or out of date information in the MOA. We do not intend for these proposals to waive RNPA's bargaining rights. (Please see Articles 11, Section 11.2.)
- When a nurse takes a CEU course on a day off, we intend to remove the option for vacation add back. (Please see Article 11, Section 11.6(g).)
- There are circumstances that do not allow for seven (7) calendar days' notice of staff meetings, such as corrections required due to patient or staff safety related issues. We intend to revise this language to allow for flexibility around this issue. (Please see Article 18, Section 18.5.)
- Revised language regarding strikes and lockouts to clarify the rights of both employees and the County, consistent with other County MOAs. (Please see Article 19.)
- We intend to incorporate the Sexual Assault Forensic Examination Team scheduling practices into the agreement to better fit the past practices and needs of the patients and program. (Please see Appendix C.)
- We intend to add a management rights section, consistent with many other public agency MOAs. (See New Article.)

We look forward to a productive and collaborative negotiation process with you and your team members during which we will discuss these, and all other interests and issues raised by both parties.

Sincerely,

DocuSigned by:  
  
9752EB3ACEAF41D...  
Dania Torres Wong  
Chief Negotiator

DocuSigned by:  
  
0B359144CF3B4C8...  
Cynthia Mihulka  
2<sup>nd</sup> Chair

Enclosure: Initial MOA Package Proposal

10/14/2023  
3:05 PM

PREAMBLE

**County proposing CCL**

This Memorandum of Agreement is entered into by the County of Santa Clara (hereinafter referred to as the County) and the Registered Nurses Professional Association (hereinafter referred to as the Association). This Memorandum of Agreement incorporates by this reference all appendices attached.

ARTICLE I - RECOGNITION

**County Modifications**

The County recognizes Registered Nurses Professional Association as the exclusive bargaining representative for all classified and unclassified nurses in coded and uncoded classifications within the Registered Nurses bargaining unit.

For the purpose of this Agreement, a nurse shall be defined as a person employed in coded and uncoded classifications in a bargaining unit covered by this Agreement.

The following classifications are included in the Registered Nurses bargaining unit:

- Assistant Nurse Manager
- Certified Registered Nurse Anesthetist
- Clinical Nurse I
- Clinical Nurse II
- Clinical Nurse III
- Clinical Nurse Specialist
- Infection Control Nurse
- Nurse Coordinator
- Nurse Practitioner
- ~~Psychiatric Nurse I~~
- ~~Psychiatric Nurse II~~
- Staff Developer
- Per Diem Clinical Nurse
- ~~Per Diem Psychiatric Nurse~~
- Per Diem Nurse Practitioner

From: SCCo To RNPA October 12, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

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ARTICLE 2 - NO DISCRIMINATION

Please see the County's counter proposal from October 5, 2023.

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## ARTICLE 3 - ASSOCIATION SECURITY

### County proposing CCL in all sections 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.

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b) Third Party Requests

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.

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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

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,

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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.

### 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

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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.

#### 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.

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### 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.

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ARTICLE 4 - OFFICIAL REPRESENTATIVES AND NEGOTIATING COMMITTEE

**County Modifications**

Section 4.1 - Official Representatives

a) Notification of Official Representatives

The Association agrees to notify the County of their Official Representatives for its representation unit and changes in such Representatives. It may also designate alternates to such Official Representatives for purposes of specific meetings by advance notice to the appropriate level of Management.

b) Release Time

Up to three (3) Official Representatives at any given time shall be allowed forty (40) hours of release time each pay period. Effective November 10, 2002, up to three (3) Official Representatives at any given time shall be allowed release time. The total combined time may not exceed one hundred and twenty-eight (128) hours per pay period and the total for one (1) individual shall not exceed forty (40) hours per pay period for full-time nurses. Individual release time for part-time nurses will be prorated. This provision shall cover all shifts and must be taken in a minimum of one (1) hour increments. This time shall be scheduled in advance by mutual agreement between the Association and Management.

The Association's Official Representatives shall be permitted to collectively use up to one-hundred and twenty-eight (128) hours of Release Time per pay period. This time shall be scheduled in advance by mutual agreement between the Association and Management.

Release Time may be scheduled on an ad hoc basis, as well as in pre-set blocks. To schedule Release Time by pre-set blocks, the Association shall designate on a periodic basis (no more than three times per year except by mutual agreement) for pre-set blocks of full-shift release time for the Association's Official Representatives. If Release Time allocated to a pre-set block is not utilized, the Association must notify the County within five (5) working days of the occurrence to recoup the Release Time.

Notwithstanding any other provision:

- No more than three (3) Official Representatives at any given moment shall be on Release Time unless they are released pursuant to Section 4.2 (Negotiating Committee), or as otherwise approved by the County.

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- No Official Representative shall be allowed more than forty (40) hours of release time in a pay period, nor more hours in a day than a full shift. These maximums shall be prorated for part-time nurses.
- All pre-set block Release Time shall be for the nurse / Official Representative's entire shift. All other Release Time shall be taken in a minimum of one (1) hour increments.
- The County shall be permitted to rescind the approval of granted release time for bona fide staffing needs.

c) Release Time Log

RNPA Representatives who are on their shift during approved release time will log the time they leave their work assignments and the time they return on a form provided by the County.

Section 4.2 - Negotiating Committee

There shall be ten (10) Official Representatives for the Registered Nurses Unit. The County agrees to release ten (10) persons upon such request where required. Any person who disrupts or interferes in any way with the negotiations, verbally or otherwise, shall be excluded from the meeting room.

A) Compensatory Time

Those negotiators who are on their own time during the meetings will not be granted compensatory time.

b) Resource People

Resource people for negotiations shall, by mutual agreement, be granted reasonable release time to attend scheduled negotiation meetings for this Association to provide information to the committee on specific items on an as needed basis. Additional resource people for negotiations shall be allowed on their own time, leave without pay, PTO, or compensatory time off to attend scheduled negotiation meetings for this Association to provide information to the committee on specific items on an as needed basis and as mutually agreed, prearranged and scheduled by the committee. The County shall facilitate arranging time off for resource people attending negotiations.

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## ARTICLE 5 - LAYOFF

County proposing CCL in every section except Sections 5.1 and 5.4.

There are some formatting errors that occurred in this Article for some reason. We can fix moving forward.

### Section 5.1 - Seniority Defined

For purposes of layoff, seniority is defined as the total length of continuous employment in a coded classification from the first date of hire within the bargaining unit. First date of hire shall be adjusted for all time on suspension or leave without pay which extends beyond one full pay period, but shall not be adjusted for all time on ~~Maternity Leave, Worker's Compensation Leave and Military Leave~~ statutory family medical leave, statutory parental leave, worker's compensation leave, leave for Association business and statutory military leave. If an employee resigns and is subsequently reinstated within twenty-four (24) months of the resignation, the seniority shall be restored for the period of time previously served within the bargaining unit.

The County will provide the ~~Union~~Association with a copy of the appropriate current seniority list prior to the issuance of notices described below in Section 5.8.

If two or more nurses have the same date of hire, the following process will determine which nurse is subject to layoff:

The nurses' California Board of Registered Nursing (BRN) numbers will be utilized to break the tie, with the nurse having the lowest number not being subject to layoff and the nurse having the highest number being subject to layoff. (i.e., The first nurse's BRN number is 456000, and the second nurse's BRN number is 566000, the first nurse would not be subject to layoff, but the second nurse would.)

### Section 5.2 - Transfer of Prior Employer Service

If a function of another employer is transferred to the County, with employees performing nursing duties comparable to those performed by this bargaining unit, the County and the RNPA will meet and confer over the definition of seniority for the transferred employees.

### Section 5.3 - Changes to Classes

The County and the Association agree that to the extent possible, nurses should not lose their rights under this Article because classes have been revised, established, abolished or retitled.

### Section 5.4 - Order of Layoff and Reassignment

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When the County determines that bargaining unit positions will be reduced or eliminated which results in a layoff, the order of layoff shall be based on seniority as applied to each classification. The order shall be: a) provisional nurses in inverse seniority; b) nurses on original probation in inverse seniority; c) permanent nurses in inverse seniority.

The provisions of Appendix B "Classifications and Areas of Competency" shall apply for purposes of layoff and reassignment as a result of layoff.

Employees will be retained within their current assigned work unit on the basis of seniority. The employees (other than those in the classifications of Clinical Nurse I, II, III ~~or Psychiatric Nurse I or II~~) for whom no position exists ~~at the same code status~~ within the current assigned work unit will be reassigned in order of seniority as follows:

- a) to a vacant position in the same classification within the related competency area; or if no such position exists,
- b) to a position held by the least senior individual in the same classification within the related competency area; or if no such position exists,
- c) to a vacant position in the same classification within another competency area; or if no such position exists,
- d) to a position held by the least senior individual in the same classification within another area of competency; or if no such position exists,
- e) to a position in the next lower classification applying the sequence "a" through "d" above until all lower classifications are exhausted;

The employees in the classifications of Clinical Nurse I, II, III ~~or Psychiatric Nurse I or II~~ for whom no position exists at the same or lower classification in the series within the current assigned work unit will be reassigned in order of seniority as follows:

- a) to a vacant position in the same or lower classification within the related competency area; or if no such position exists,

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- b) to a position held by the least senior individual in the same or lower classification within the related competency area; or if no such position exists,
- c) to a vacant position in the same or lower classification within another competency area; or if no such position exists,
- d) to a position held by the least senior individual in the same or lower classification within another area of competency.

#### Section 5.5 - Reassignment from a Lower Classification

After all nurses within an affected classification have been afforded the opportunity to be reassigned according to Section 5.4 and a vacancy remains in that classification, that vacancy shall be filled by reassignment of the most senior nurse in the next lower classification from the vacancy's related area of competency and then another area of competency as identified in Appendix B.

#### Section 5.6 - Competency Standards

The classifications, the work units, and the areas of competency for layoff purposes are listed in Appendix B. The County shall establish written competency standards for each area of competency. These standards shall not be greater than the hiring standards.

#### Section 5.7 - Employee Competency Profile

Prior to the issuance of layoff notice, the employee will be provided the opportunity to complete an Employee Competency Profile or add any information to an existing profile which might qualify the employee for an area of competency. Failure to respond will be construed as acceptance of the information on file.

#### Section 5.8 - Notice of Layoff

##### a) Notice to the Association of Intent to Reduce or Eliminate Bargaining Unit Positions

The County will notify the Association of the decision to reduce or eliminate bargaining unit positions which would result in a layoff. At a minimum, the notice shall include the total proposed reduction. Upon request, the Association shall be afforded an opportunity to meet with the County prior to layoff notices being issued to discuss the circumstances requiring the layoff and any proposed alternatives.

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b) Notice to Employee

The County shall provide a written layoff notification to any nurse whose employment is being terminated, whose code status is being reduced, or whose classification is being changed as a result of layoff. Additionally, employees shall receive a notice of reassignment due to layoff. The notice shall be provided at least 20 working days before the effective date. The Association will receive concurrent notices.

Section 5.9 - Training Opportunities

Nurses who are reassigned as a result of layoff according to Section 5.4 will be provided orientation training and skills upgrade, up to a maximum of six weeks, if needed. Additional training beyond six weeks may be provided on an individual basis.

Section 5.10 - Layoff

a) Layoff

In the event that a nurse is not reassigned as a result of layoff as in Section 5.4, the nurse shall be laid off, unless the employee has a right to return to a former classification in another bargaining unit. If a nurse refuses the reassignment pursuant to Section 5.4 "a" through "d" or refuses to return to a former class in another bargaining unit, the nurse may be deemed to have been offered and to have declined such work.

b) Inplacement

If a nurse has been issued a layoff notice pursuant to Section 5.8 and has no reassignment in lieu of layoff rights pursuant to Sections 5.4 or 5.5, then that nurse shall be considered for inplacement.

Inplacement is an offer of transfer (within specific wage bands) or demotion to a nurse with a layoff notice into a vacant position which the County intends to fill during the layoff notice period.

The following conditions apply to the inplacement process:

A nurse must be qualified to transfer or demote. The Personnel Director shall determine qualifications.

a. Testing requirements will be the same as if the nurse had been reclassified.

- b. In determining qualifications and possible positions, transfers and demotions to both related and non-related classes may be considered.
2. Transfers resulting from layoffs will be deemed a "lateral transfer" if movement from one class to another does not exceed an upward salary change of 10% (ten percent).
3. The normal transfer (ordinance code) rules apply when an inplacement transfer occurs. If a nurse has underlying permanent status the probationary period following the transfer shall be considered a subsequent probation. Consistent with this status, the nurse on a subsequent probation with underlying permanent status, has Personnel Board appeal rights.
4. The nurse may express a preference for certain occupational fields, assignments or departments. However, the nurse has no right to claim any position nor is the County required to offer placement.
5. A position shall not be considered "vacant" for inplacement purposes if the position has been identified as claimable under Section 5.4 or 5.5 by another nurse who has been issued a layoff notice under Section 5.8 or by a nurse on a re-employment list established pursuant to Section 5.11.
6. A nurse who is placed under Section 5.4 or laid off under Section 5.10 shall have their name placed on all re-employment lists pursuant to Section 5.11 for the appropriate classification.
7. In determining placement offers, the Association and the County, on a case by case basis, may by mutual agreement include as part of the placement offer:
  - a. basic skill competency training and/or;
  - b. literacy training and/or;
  - c. other methods (other than transfer or demotion) of filling vacant positions that do not violate Merit System principles or County Ordinance Code provisions.

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8. All inplacement offers must be made and accepted or rejected prior to the effective date of the layoff notice. Time permitting, the Personnel Department may assist nurses on the re-employment list in addition to those workers with layoff notices. Such nurses shall be entitled to all provisions of this Agreement.
9. If a worker is not placed by the effective date of the layoff notice, they shall be laid off under the provisions of the layoff notice.
10. Nurses are eligible to transfer to vacant positions within a unit in accordance with 6.9 prior to filling positions by inplacement of employees outside the bargaining unit into RNPA. Vacancies existing within a unit seven (7) calendar days prior to date of layoff shall not be posted and shall be considered for purposes of inplacement. This provision relates to inplacement of employees outside of RNPA and does not include employees with return to former classification rights.

#### Section 5.11 - Re-employment List

- a) The names of such probationary and permanent nurses reassigned or laid off in accordance with this Article shall be entered upon a re-employment list in inverse order of seniority. The County shall maintain re-employment lists by classification. At the time of a nurse's placement on a re-employment list, the County will inform the nurse in writing of the employee's responsibility to leave the address and/or telephone number where the employee can be contacted.
- b) When a vacancy exists which the County intends to fill, the most senior nurse on the appropriate re-employment list shall be offered appointment, provided the required competencies are met. Nurses on re-employment lists shall retain the right to take promotional exams and/or receive promotional preference on exams.
  1. If the County is able to contact the nurse to communicate the offer of re-employment, the nurse will be encouraged to respond within forty-eight (48) hours, but, if requested, will be allowed up to four (4) working days to respond.
  2. If the County is unable to make contact, the County will send the offer by certified mail, return receipt, to the last known

address. The nurse must respond to the offer within ten (10) working days from the date of mailing.

3. If no response is received within the above time limits, the nurse will be deemed to have been offered and to have refused such work.

#### Section 5.12 - Extra-Help and Per Diem Work for Laid Off Nurses

Interested nurses who are placed upon the re-employment list due to layoff and who elect to be available for extra-help or per diem work shall be given preference for any work in their former Department/Agency for which they are currently qualified. The election to be available for extra-help and per diem work must be made in writing at the time of layoff. Employees may decline to be available for extra-help and per diem work or may decline such work itself without affecting any rights under this Article.

#### Section 5.13 - Names Dropped from Re-employment List

No name shall be carried on a re-employment list for a period longer than two (2) years, and the names of persons re-employed in a permanent position within the same classification shall, upon such re-employment be dropped from the list. Refusal to accept one of two offers of re-employment within the same classification, shall cause the name of the person to be dropped from the re-employment list.

#### Section 5.14 - Rights Restored

Upon re-employment of a nurse from a re-employment list, all rights acquired by a nurse prior to the nurse's placement on such list shall be restored; including but not limited to PTO accrual rates, seniority as defined in Section 5.1, salary step and time-in-step placement, and educational leave.

#### Section 5.15 - Temporary Layoff

In the event of a decrease in census of any unit requiring a temporary reassignment of work areas or layoff of Registered Nurses for less than thirty (30) calendar days, the appointing authority shall:

- a) Attempt to float any affected nurse to any unit which the nurse has been oriented.
- b) As an educational opportunity, allow a nurse to request an orientation to an unfamiliar unit.

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- c) Request volunteers to take time-off by using PTO, comp. time or leave without pay.
- d) Implement a layoff of nurses by inverse seniority, if there are insufficient volunteers. This subsection, however, shall not apply to any classification of nurses that are designated as FLSA exempt.

It is agreed that this provision shall be applied by unit and shift. It is also understood that the hospital will not assign extra-help, per diem or registry RN to the unit on that shift when this section is implemented.

ARTICLE 6 - PERSONNEL ACTIONS

**County proposing CCL in all sections except Sections 6.3, 6.4, 6.5, and 6.9**

Section 6.1 - Probation

- a) Each new nurse shall serve a probationary period of nine (9) months, which shall be counted as twenty (20) complete pay periods. Upon successful completion of such probationary period, the nurse shall be deemed a permanent employee. A leave of absence without pay shall not be credited toward completion of the nurse's probationary period. The parties agree that probationary nurses shall have all rights in this Agreement, unless otherwise specified, including full and complete access to the grievance procedure. Any nurse released during the probationary period shall, upon request, be provided with a statement of the reasons for the release. Consistent with County Charter Section 704E, probationary nurses may not grieve suspensions, demotions, or dismissals.
  
- b) Probationary nurses shall have the right to request and receive Department/Agency administrative review of disciplinary action taken during probation. Such review must be requested in writing within ten (10) working days of the disciplinary action or it is waived. The review process shall consist of a meeting with the clinical director or their designee. The review process shall proceed promptly after a request is received. The clinical director or their designee shall hear and make a decision within fifteen (15) working days.

Section 6.2 - Disciplinary Action - Unclassified Nurses

Unclassified nurses who have completed a period equal to the probationary period for a comparable classified position may grieve disciplinary action on the grounds that such discipline was not for cause. Such grievance shall comply in all respects with Article 16 of this Agreement.

Notice of disciplinary action must be served on the nurse in person or by certified mail prior to the disciplinary action becoming effective. Notice shall be included in the nurse's personnel file and a copy sent to the Association and shall include:

- a) Statement of the nature of the disciplinary action.
  
- b) Effective date of the action.
  
- c) Statement of the cause thereof



- d) Statement in ordinary and concise language of the act or omissions upon which the causes are based
- e) Statement advising the nurse of the right to appeal from such action and the right to Association representation.

#### Section 6-3 - Personnel Files

The County shall maintain a personnel file(s) for each nurse in this bargaining unit. ~~The Santa Clara Valley Health and Hospital System may also maintain a personnel file for each nurse.~~ Nurses shall have the right to review their personnel file(s) or authorize review by their representative. No material will be inserted into the nurse's personnel file(s) without prior notice to the nurse. Nurses may cause to be placed in their personnel file(s) responses to adverse material inserted therein and a reasonable amount of correspondence originating from other sources directly related to their job performance.

Materials relating to suspensions which that become final will be removed after four (4) years if no other suspensions have occurred during the four (4) year period except those involving charges as listed in A25-301(a)(4) Brutality in the performance of duties and (b)(2) Guilty of immoral conduct or a criminal act.

Materials relating to suspensions may be removed from the nurse's personnel file earlier than the regular removal schedule by mutual agreement between the Union Association, the Office of Labor Relations and the CNO or their designee. Removed discipline cannot be used for purposes of progressive discipline, but they can be used to establish an employee's notice of a rule or expectation.

Materials relating to disciplinary actions recommended but not taken, or disciplinary actions overturned on appeal, shall not be retained in a nurse's personnel file.

#### Section 6.4 - Disciplinary Action - Permanent Classified

The County may take disciplinary action for cause against any permanent classified nurse by suspension, demotion, or discharge by notifying the nurse in writing. Notice of disciplinary action must be served on the nurse in person or by certified mail prior to the disciplinary action becoming effective. The notice shall be included in the nurse's personnel file(s) and a copy sent to the Association and shall include:

- a) Statement of the nature of the disciplinary action.

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- b) Effective date of the action.
- c) Statement of the cause thereof.
- d) Statement in ordinary and concise language of the act or omissions upon which the causes are based.
- e) Statement advising the nurse of the right to appeal to the Personnel Board from such action and the right to Association representation.

Such nurse shall be given either five (5) days' notice of discharge, or demotion, or five (5) days' pay, except where circumstances require immediate action.

~~In cases of questionable gross negligence or incompetence as defined in the Nurse Practice Act, the nurse, at the sole election of the appointing authority or their designee, may be placed on administrative leave with pay, not to exceed fifteen (15) working days, pending an investigation. If circumstances permit, a nurse will be advised in writing that they are being placed on administrative leave under this provision.~~

#### 6.5 - Counseling and Unfavorable Reports

##### a) Counseling

In the event that a nurse's performance or conduct is unsatisfactory or needs improvement, informal counseling shall be provided by the nurse's first level supervisor. Counseling shall be separate and distinct from on-going worksite dialogue. Documentation of such counseling (including verbal counseling) shall be given to the nurse as it is developed. Such documentation shall not be placed in a nurse's personnel file(s) and when the situation allows counseling, counseling shall be used prior to any unfavorable reports being issued. Counseling shall be removed from supervisory files within two (2) years, and shall not be used in the progressive disciplinary process provided no subsequent related ~~counseling or other~~ personnel action was issued.

##### b) Unfavorable Reports on Performance or Conduct

If upon such counseling a nurse's performance or conduct does not improve and disciplinary action could result, a written report shall be prepared by the supervisor including specific suggestions for corrective action, if appropriate. A copy shall be given to the nurse and a copy filed in the nurse's personnel file(s). No unfavorable reports shall be placed in a nurse's file(s) unless such report is made within ~~ten (10)~~ twenty (20) working days of the

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County's knowledge of the occurrence or incident which is the subject of this report. The counting of the twenty (20) working days shall begin at the conclusion of an investigation. Provided no additional ~~report~~ personnel action has been issued during the intervening period, each report shall be removed from the nurse's file(s) at the end of two (2) years. Upon resignation, any such reports shall be removed from the nurse's file(s). Unfavorable reports may be removed from the nurse's personnel file earlier than the regular removal schedule by mutual agreement between the Union, the Office of Labor Relations and the CNO or their designee. Nurses shall have the right to grieve the factual content of such reports or attach a written response to the report for inclusion in their personnel file(s).

#### Section 6.6 - Return to Former Class

As an alternative to appointment from any employment list, any current regular nurse, upon recommendation of the appointing authority and approval by the Director of Personnel, may be appointed without further examination to a position in any class in which regular status had formerly been acquired, or to any related class on a comparable level with the former class.

#### Section 6.7 - Unclassified Appointment

No nurse, while holding a position in the unclassified service, shall be assigned to or occupy any classified position.

#### Section 6.8 - Rights Upon Promotion to Classified or Unclassified Service or Transfer to Unclassified Service

Any permanent nurse who receives a provisional or probationary promotion, or who is transferred or promoted to a position in the unclassified service shall retain all rights and benefits as a permanent nurse of the nurse's former class while in such provisional, probationary, or unclassified status. These include the right to participate in promotional examinations and the right to return to the nurse's former class if released while in such status. All such service shall count toward seniority credits in the nurse's former class in the event the layoff procedure is involved.

Any permanent nurse who receives a provisional promotion, or who is transferred or promoted to a position in the unclassified service, the duration of which is known to be for less than six (6) months, shall be considered to be on leave from the nurse's permanent position and departments are authorized to make substitute appointments to such vacated positions.

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## Section 6.9 - Transfers and Job Opportunities

~~Santa Clara Valley Healthcare and Hospital System~~ shall establish a system to facilitate transfers and career mobility of Registered Nurses.

### a) Internal Transfers

All coded vacancies, transfer opportunities, and all special assignment positions created within existing job specifications, that the County intends to fill shall be posted on the work unit where the vacancy exists for a period of seven (7) calendar days. The County will transmit electronically to the ~~RNPA Association~~ all vacancies every payroll period.

Code and/or shift change requests within a unit shall be based on seniority subject to the following:

- 1) For the purposes of Section 6.9(a), seniority shall be defined as the total length of continuous employment in a coded classification from the first date of hire within the bargaining unit.
- 2) Nurses who have been issued an Unfavorable Report, suspension, subsequent probationary release, or demotion within the past twelve (12) months may only transfer to a higher code status with management approval.
- 3) The nurse is available to fulfill the position within six (6) weeks of the request.
- 4) If two or more nurses applying for the same internal transfer have the same date of hire, the nurses' California Board of Registered Nursing (BRN) numbers will be utilized to break the tie, with the nurse having the lowest number receiving the position. (~~i.e.E.g., if T~~the first nurse's BRN number is 456000, and the second nurse's BRN number is 566000, the first nurse will receive the internal transfer.)

### b) County-wide Transfers

~~If a vacant position exists after exhausting the above provisions, management shall post a notice of the vacancy for transfers of eligible nurses outside the work unit for seven calendar days. The vacancy may also be posted as promotional or open/competitive. Should the vacancy be posted as promotional or open/competitive, any nurse interested and eligible for transfer will be interviewed and considered prior to~~

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~~interviewing outside candidates. The County will make every reasonable effort to hire an internal candidate. All Job postings may be accessed at [www.sccjobs.org](http://www.sccjobs.org).~~

The County shall create a transfer information system, which nurses can access on-line, for information on transfer opportunities in the Association's Bargaining Unit classifications resulting from newly created positions and vacancies resulting from promotion, demotion, resignation, termination, or transfer that the County intends to fill.

1. Job announcements for the transfer list shall be posted for ten (10) working days monthly. All job postings may be accessed at [www.sccjobs.org](http://www.sccjobs.org).
2. The job announcement will have questions that allow the employee to choose transfer preferences such as, but not limited to:
  - Unit
  - Location
  - Shift
  - Code Status (Full Time Equivalent Status e.g., .5, .6, .7, .75, .8, .9, or 1.0)
  - Information on subsequent posting dates
  - Information on how supplemental questions are used
3. The County will continue the practice of advising managers of the transfer posting timelines and dates new lists are expected.
4. Nurses who apply on the monthly transfer list only need to do so once per month during the ten (10) working day posting period. Should a nurse wish to change any component of their transfer preference they must wait until the next ten (10) working day posting.

Once this process is completed, the newly created monthly-transfer list shall be considered the most current transfer list and the previous list will be abolished.

Open-competitive or promotional recruitments may be conducted concurrently with transfer postings. Should the vacancy be posted

as promotional or open/competitive, any nurse interested, eligible, and on the transfer list will be interviewed and considered prior to interviewing outside candidates.

5. To be eligible to apply for the monthly transfer posting, a nurse must: 1) meet the applicable employment standards; 2) be probationary or permanent; and 3) fall within the twelve percent (12%) transfer band.

6. To be removed from the monthly transfer list, nurses must submit a request in writing to ESA Human Resources.

7. Nurses who transfer to another position in a different classification must serve the appropriate probationary period in the new classification as required under County Ordinance Code section A25-175.

c) Upon accepting the new position, the nurse shall be placed in the new position as soon as possible, but no later than sixty (60) days, unless the County and the nurse mutually agree in writing to waive the sixty-day limit.

#### Section 6.10 - Exchange of Shifts

Nurses may exchange shifts within the same code status and within the same work unit using the following process:

1. From February 1 through February 10 and August 1 through August 10 of each year, nurses desiring to change shifts within their same code status may submit in writing to management a request to change shifts. For example: day shift nurse holding a 3/5ths position requesting to exchange to night shift 3/5ths position.
2. Such requests shall be maintained in the schedule binder of each unit. Nursing management shall notify nurses of a viable shift change by February 15 and August 15 of each year.
3. If two or more requests to exchange to the same different shift are received, the nurse with the most seniority shall be granted shift exchange provided there is a staff member on the opposite shift in the same code status desiring to exchange. Seniority for the purposes of shift exchange is defined as continuous date in a coded

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classification from the first date of hire within the bargaining unit. Date of seniority for this purpose will be adjusted for unpaid leaves of absence.

4. If two or more nurses requesting an exchange of shift have the same date of hire, the nurses' California Board of Registered Nursing (BRN) numbers will be utilized to break the tie, with the nurse having the lowest number receiving the exchange of shift. (E.g., the first nurse's BRN number is 456000, and the second nurse's BRN number is 566000, the first nurse will receive the exchange of shift.)
5. Exchange of shifts will occur as soon as practical but not to exceed six weeks after notification to both parties.

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ARTICLE 7 - PAY PRACTICES

**County proposing CCL in all sections except Sections 7.2, 7.6, and 7.7**

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.

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.~~

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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 15<sup>th</sup> year through the 19<sup>th</sup> 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 20<sup>th</sup> year through the 24<sup>th</sup> 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 25<sup>th</sup> 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:~~

~~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.~~

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~~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:

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.

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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.

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, 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.

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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 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 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

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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 fifty three hundred~~ three ~~one~~ hundred fifty dollars (~~\$150 300~~ \$15300.00).

Shortage errors of less than a net three ~~one~~ hundred fifty dollars (~~\$15300~~ \$15300.00) shall be adjusted within two (2) pay periods of when the department learns of the error.

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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 ~~(\$2500.00)~~, 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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ARTICLE 8 - HOURS OF WORK, OVERTIME, PREMIUM PAY

County proposing CCL in all sections except Sections 8.2, 8.3, 8.4, new 8.5, 8.12 and 8.13 (see package proposal), 8.14, 8.15, 8.17, and 8.23

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 assigned to an eight (8) hour shift which is shortened to seven (7) hours due to daylight savings time shall be paid for eight (8) hours, and nurses assigned to an eight (8) hour shift which is lengthened to nine (9) hours due to daylight savings time, shall be paid overtime one (1) hour as defined in Section 8.2(b).

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 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.

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.

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b) Rate of Pay

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 -

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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

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

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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).

## 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 break 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)

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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)  
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)  
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

- a. For every four (4) hours of work during a shift an employee will be provided a paid fifteen (15) minute rest break.

b. 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

a. 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.

b. 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 only the portion of time considered part of the employee's paid rest break(s).

c. 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

a. 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.

b. 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.

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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 8.56 - 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 8.67 - 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

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 8.78 - 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.

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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 8.89 - 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 8.910 - 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.
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.

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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 8.1011 - 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 8.1112 - 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 **Please see package proposal for Sections 8.12 and 8.13**

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 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.

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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 **Please see package proposal for Sections 8.12 and 8.13**

A weekend differential of three dollars (\$3.00) per hour will be paid to Registered 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 RN'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).

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-VMC:

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
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 HHS - 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)

d. Each nurse shall float within areas as follows at HHS - St. Louise:

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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.

#### Section 8.15 - Nurse Assignment to Temporary Work Location

A nurse may be assigned to work a temporary work location due to operational need at any healthcare delivery facility location different from the nurse's regularly assigned work location. When assigned, the nurse shall be allowed to travel on County time to that work location. Time allotted for travel and 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 obligation to the nurse who for self-convenience voluntarily reports to 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

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- 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.

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) 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).

- ed) A premium for hazard duty of three dollars (\$3.00) 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 pay per 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

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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 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.

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- 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.
- 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-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. Specialty pay of one dollar and fifty cents (\$1.50) 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

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(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.

ARTICLE 9 - PAID TIME OFF

County proposing CCL in all sections except Sections 9.1, 9.2, 9.3, 9.7, 9.8 and 9.9

Section 9.1 - Purpose

Paid Time Off was developed to allow more flexibility in the use of nurse's time off. The following were taken into consideration in establishing the amount of time accrued each pay period:

- 3 Personal leave days
- 132 Holidays
- 1 Birthday
- Vacation

9.2 - Paid Time Off Accrual

a) Each nurse shall be entitled to annual Paid Time Off. Paid Time off is earned on an hourly basis. For purposes of this section, a day is defined as eight (8) work hours. Prior to February 16, 2003, the provisions of the prior contract will apply to PTO total yearly accrual, accrual factor, hourly accrual factor per pay period and maximum allowable balances.

Effective February 16, 2003, the accrual schedule shall be as follows:

SERVICE YEARS & WORK DAY EQUIVALENT	TOTAL		HOURLY		MAXIMUM ALLOWABLE BALANCE
	YEARLY ACCRUAL IN WORK DAYS	ACCRAUAL FACTOR PER HOUR	ACCRAUAL FACTOR PER PP		
1st year (1st through 261 days)	27	0.103846	8.307		81 work days
2nd through 4th year (262 through 1044 days)	29	0.111538	8.923		87 work days
5th through 9th year (1045 through 2349 days)	33	0.126923	10.153		99 work days
10th through 14th year (2350 through 3654 days)	35	0.134615	10.769		105 work days
15th through 19th year (3655 through 4959 days)	37	0.142307	11.384		111 work days

~~20th year and thereafter~~  
~~(4960 days and beyond) 39 0.150000 12.000 117 work days~~

SERVICE YEARS & WORK DAY ALLOWABLE EQUIVALENT	TOTAL YEARLY ACCRUAL IN WORK DAYS	ACCRUAL FACTOR PER HOUR	HOURLY ACCRUAL FACTOR PER PP	MAXIMUM BALANCE
1st year (1st through 261 days)	28	0.107692	8.615	84 work days
2nd through 4th year (262 through 1044 days)	30	0.115384	9.231	90 work days
5th through 9th year (1045 through 2349 days)	34	0.130769	10.461	102 work days
10th through 14th year (2350 through 3654 days)	36	0.138461	11.077	108 work days
15th through 19th year (3655 through 4959 days)	38	0.146153	11.692	114 work days
20th year and thereafter (4960 days and beyond)	40	0.153846	12.308	120 work days

### Section 9.3 - Pre-Scheduled Usage

Paid Time Off may be used for any lawful purpose by the nurses; requests for Paid Time Off shall not be submitted more than one (1) year in advance of the requested time; the time requested shall require the approval of management with due consideration of nurse convenience and administrative requirements, including but not limited to staffing needs and budget constraints. Requests for paid time off shall not be unreasonably denied. Approvals/denials shall be made in writing to the requesting nurse in accordance with Nursing Standards within thirty (30) days of the receipt of the request. All Paid Time Off hours must be exhausted before Leave Without Pay may be used, unless prohibited by law with the exception of leaves of absence where there are no earnings in one (1) full pay period. A nurse may be granted Leave Without Pay for less than one (1) pay period upon the approval of the appointing authority or their designee.

Coded part-time nurses working consistently above their code status for at least a six (6) month period of time within the previous twelve (12) months, may request Paid Time Off above their code status to the code status they consistently work as set forth above. Requests for Paid Time Off above code status will be reviewed on a case-by-case basis and are

subject to management approval after due consideration to nurse convenience and administrative requirements, including but not limited to staffing needs and budget constraints. Upon request of a part-time nurse denied Paid Time Off above code status, the reasons supporting the denial shall be documented and supplied to the affected nurse or to their authorized RNPA representative. Requests shall not be denied solely because they are above code status. Coded part-time nurses who do not consistently work above their code status for at least a six (6) month period of time within the previous twelve (12) months are not entitled to take Paid Time Off over their code status.

Each unit shall maintain a vacation calendar effective June thirtieth (30) for the upcoming calendar year. The purpose of the calendar is to aid in vacation planning by the nurse and is not to be considered as an approval of a nurse's request. The scheduler will enter nurse's vacation requests(s) on such calendar as it is received.

Granting of summer vacation requests between Memorial Day and Labor Day shall be limited to a three (3) calendar week period of time.

Every effort will be made to grant time off for one (1) of the three major holidays (Thanksgiving, Christmas, and New Year's Day for day and night shifts or Thanksgiving, Christmas Eve, New Year's Eve for evening shift). Granting of vacation requests during the holiday season in the months of November and December is limited and will only be approved by management after it can be assured that all nurses are granted a request for one (1) of the major holidays. Requests shall be granted in order of seniority on a rotating basis from year to year after due consideration is given to nurse convenience and administrative requirements.

Before denying a request, the County will make all reasonable attempts to accommodate conflicts considering the utilization of over code work, scheduling extra help and per diem, and voluntary shift trades in support of vacation scheduling.

Upon request of a nurse denied vacation, management shall meet with the nurse on an individual basis no later than forty-five (45) days before schedules are finalized in order to explore all reasonable options for resolving such conflicts. Requests for vacation shall be prioritized by submission date. Should two or more requests be submitted on the same date, seniority will be used to resolve the conflict.

For the purposes of this Section, seniority shall be defined as the total length of continuous employment in a coded classification from the first

date of hire within the bargaining unit. In the event that two or more nurses from the same unit have the same date of hire, the nurses' California Board of Registered Nursing (BRN) number will be utilized to break a tie, with the nurse having the lowest number being granted their request for vacation and/or holiday. (E.g., The first nurse's BRN number is 456000, and the second nurse's BRN number is 566000, the first nurse will be granted the time off.)

When the County receives a request to use Paid Time Off, the County will deduct the hours from the nurse's Compensatory Time Off, if any, before deducting from the nurse's Paid Time Off.

#### Section 9.4 - Paid Time Off Carry Over

In the event the nurse does not take all the paid time off to which they are entitled in the succeeding payroll year (twenty-six (26) or twenty-seven (27) pay periods), the nurse shall be allowed to carry over the unused portion, provided that the nurse may not accumulate more than three (3) years' earnings except:

- a) When absent on full salary due to work-related compensation injury which prevents the nurse from reducing credits to the maximum allowable amount, or
- b) In the case of inability to take paid time off because of extreme emergency, such as fire, flood or other similar disaster, an additional accumulation may be approved by the County Executive.

#### Section 9.5 - Paid Time Off Pay-Off

Upon termination of employment a nurse shall be paid the monetary value of the earned Paid Time Off balance as of the actual date of termination of employment.

#### Section 9.6 - Nurse's Exit from Paid Time Off Program

In the event that a nurse covered by this section ceases to be covered by this section, the nurse shall revert back to Ordinance Section A25-693 "Vacations", A25-688 "Bereavement Leave", A25-694 "Sick Leave" and A25-664 "Holidays", or superseded agreement with a recognized employee organization. Any balance of paid time off shall be reconverted to vacation leave, and any paid time off accumulated over an amount allowed without reference to this section shall be credited as compensatory time off which must be used within one (1) year. Any balance in the Sick Leave Bank shall be converted to Sick Leave.

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### Section 9.7 - Annual Cash Out of PTO

~~A Nurse's eligibility for cash out is determined by the number of occurrences of unscheduled absences, including sick leave, in the payroll year (twenty six or twenty seven pay periods). The period for cash out eligibility for 2020 begins December 16, 2019 and ends December 27, 2020. The period for cash out eligibility for 2021 begins December 28, 2020 and ends December 26, 2021. The period for cash out eligibility for 2022 begins December 27, 2021 and ends December 25, 2022. The period for cash out eligibility for 2023 begins December 26, 2022 and ends December 24, 2023.~~

~~Cash out of PTO may be requested by the nurse during the month of February for the previous payroll year. Forms will be supplied and processed by Santa Clara Valley Health and Hospital System Human Resources. PTO may be cashed out annually on the following basis (prorated for nurses other than full time on the basis of code status):~~

- ~~a) If a nurse has no more than two (2) occurrences of unscheduled absences, the nurse may cash out up to eighty (80) hours of PTO.~~
- ~~b) If the nurse has no more than four (4) occurrences of unscheduled absences, the nurse may cash out up to forty (40) hours of PTO.~~

~~Employees may request the cash out up to 80 PTO hours during the calendar year in which the PTO hours are earned, paid out at the employee's current pay rate exclusive of any premium pays or differentials, but to do so, employees must make an irrevocable election in November of the preceding calendar year of the number of hours to cash out in the upcoming calendar year. An employee's failure to elect a specific cash out amount in November for the following year shall preclude the employee from cashing out any PTO hours. Employees may elect to receive payment of the elected hours at any time during the calendar for which the election was made, but only after the PTO hours are accrued. Hours that have been elected for cash out, that remain uncashed by pay period 25 of the payroll calendar year will be cashed out to the employee by the Controller's Office in pay period 25 of the payroll calendar year.~~

### Section 9.8 - Sick Leave Conversion to PTO

~~A nurse's eligibility for sick leave conversion is determined by the number of occurrences of sick leave usage. Sick leave use attributed to Worker's Compensation shall not be counted as an occurrence. The period for cash out eligibility for 2020 begins December 16, 2019 and ends December 27, 2020. The period for cash out eligibility for 2021 begins~~



December 28, 2020 and ends December 26, 2021. The period for cash out eligibility for 2022 begins December 27, 2021 and ends December 25, 2022. The period for cash out eligibility for 2023 begins December 26, 2022 and ends December 24, 2023. The period for cash out eligibility for 2024 begins December 25, 2023 and ends December 22, 2024. The conversion of sick leave to PTO will be for those nurses meeting the eligibility requirements below and upon the nurse's request to the ~~Health and Hospital Systems~~ Santa Clara Valley Healthcare Human Resources Department. A nurse must identify any sick leave use attributed to Worker's Compensation with the request in order for such leave to be disregarded as an occurrence. Requests for sick leave conversion for 2020 must be submitted in February 2021 and conversion to PTO shall be credited on March 22, 2021 (paycheck of April 9, 2021). Requests for sick leave conversion for 2021 must be submitted in February 2022 and conversion to PTO shall be credited on March 21, 2022 (paycheck of April 8, 2022). Requests for sick leave conversion for 2022 must be submitted in February 2023 and conversion to PTO shall be credited on March 20, 2023 (paycheck of April 7, 2023). Requests for sick leave conversion for 2023 must be submitted in February 2024 and conversion to PTO shall be credited on March 18, 2024 (paycheck of April 5, 2024).

Sick leave may be converted annually on the following basis (prorated for nurses other than full time on the basis of code status):

- a) If a nurse has no sick leave usage, seven (7) days of sick leave will be converted into PTO.
- b) If a nurse has one (1) occurrence of sick leave usage, six (6) days of sick leave will be converted into PTO.
- c) If a nurse has two (2) occurrences of sick leave usage, five (5) days of sick leave will be converted into PTO.
- d) If a nurse has three (3) occurrences of sick leave usage, two (2) days of sick leave will be converted into PTO.
- e) If a nurse has four (4) occurrences of sick leave usage, one (1) day of sick leave will be converted into PTO.
- f) If a nurse has five (5) or more occurrences of sick leave usage, no sick leave shall be converted to PTO.

#### Section 9.9 - Usage of Paid Time Off on Holidays

- a) The following shall apply to all holidays listed below:

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1. Holiday falls on regularly scheduled day to work and nurse does not work -- Charge maximum eight (8) hours PTO.
2. Holiday falls on regularly scheduled day to work and nurse works -- Charge maximum eight (8) hours PTO and pay time and one-half for all hours worked.
3. Holiday falls on scheduled day off and nurse does not work -- Nothing is charged as holidays are in PTO accrual rate.
4. Holiday falls on scheduled day off and nurse works -- No charge to PTO Bank and pay time and one-half for all hours worked.
5. Half-time nurses who do not work the holiday may elect in advance to charge four (4) hours to PTO and the remainder to leave without pay.

b) The following shall be observed as legal holidays:

1. January 1st
2. Third Monday in January
3. Third Monday in February
4. March 31st
5. Last Monday in May
6. Juneteenth, June 19th
- ~~6~~7. July 4th
- ~~7~~8. First Monday in September
- ~~8~~9. Second Monday in October
- ~~9~~10. Veteran's Day to be observed on the date State of California workers observe the holiday
- ~~10~~11. Fourth Thursday in November (Thanksgiving Day)
- ~~11~~12. The Friday following Thanksgiving Day (Day After Thanksgiving)

~~1213~~. December 25th

~~1314~~. Other such holidays as may be designated by the Board of Supervisors.

All previous informal time off practices are eliminated and unauthorized.

- c) Nurses shall enjoy the same number of holidays, regardless of variations in work weeks. For nurses who are assigned to positions which are not normally staffed on the weekends (Saturdays and Sundays, such as the clinics and Staff Development), holidays which fall on Sunday are observed on the following Monday and holidays which fall on Saturdays shall be observed on the preceding Friday. For employees who are assigned to positions which normally work on weekends (such as the Medical Units, ICU's, Institutional Units, etc.) the holiday shall be observed on the actual day listed in (b), supra.
- d) The employer will use its best efforts to rotate equitably holiday time off among coded nurses for each unit for Thanksgiving, Christmas and New Year holidays.
- e) A nurse may elect in advance to receive compensatory time off credit in lieu of cash compensation.
- f) A nurse may elect in advance to use compensatory time off for a holiday in lieu of charging PTO.

#### Section 9.10 - Call Back From PTO

When a nurse is called back from PTO, which has been scheduled at least five (5) calendar days in advance of the first day of PTO, the nurse shall be paid at 1 1/2 times the nurse's base hourly rate.

#### Section 9.11 - PTO Illness Conversion

If a nurse on PTO becomes ill, the nurse may convert PTO to sick leave with pay. Such conversion must be supported by a statement from an accredited physician.

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ARTICLE 10 - SICK LEAVE PROVISIONS

**County proposing CCL in all sections except Sections 10.2 and 10.4**

Section 10.1 - Sick Leave Bank Usage and Accrual

Each nurse shall be entitled to sick leave. Such leave may be used for personal illness or for medical consultation to preserve the nurse's health. Except for emergencies, all absences for medical consultation must be approved by the nurse's supervisor. Such leave shall be earned on an hourly basis and computed at the rate of ninety-six (96) hours per year and may be accrued without limitation. The accrual factor per hour is .045977 and the accrual factor per full pay period is 3.678.

Section 10.2 - Sick Leave Usage for Care of Immediate Family

~~A nurse who has acquired a sufficient right to sick leave with pay may be granted permission to use same not to exceed three (3) working days of such leave in order to care for a sick or injured member of the nurse's immediate family requiring care. "Immediate family" shall mean the mother, father, grandmother, grandfather of the nurse or of the spouse of the nurse and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, grandchild, brother-in-law or sister-in-law of the nurse or any person living in the immediate household of the nurse.~~

Section 10.2~~3~~ - Doctor's Notes

Request for sick leave with pay in excess of three (3) working days must be supported by a statement from a licensed medical practitioner who is eligible for third party reimbursement. Management may require such a supporting statement for absences of less than three (3) days when there is reasonable cause.

Section 10.3~~4~~ - Bereavement Leave **Please see the County's counter proposal from October 5, 2023.**

Section 10.4~~5~~ - Sick Leave Bank Pay Off

For purposes of this paragraph, a day is defined as eight (8) work hours.

Upon death or retirement, up to sixty (60) days of accrued sick leave shall be paid off at a rate of fifty percent (50%) of the equivalent cash value. All accrued balances beyond sixty (60) days shall be paid off at the rate of twelve and one-half percent (12 1/2%) of the accrued cash value (one hour's pay for one day of accrual).

Upon resignation in good standing, nurses with ten (10) or more years' service shall be paid up to sixty (60) days of accrued sick leave at the rate of twenty-five percent (25%) of the equivalent cash value. All

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accrued balances beyond sixty (60) days will be paid off at the rate of twelve and one-half percent (12 1/2%) of the accrued cash value.

Section 10.56 - Reinstatement Pay Back

Nurses receiving a sick leave bank payoff in accordance with Section 10.5 may, if reinstated within one (1) year, repay the full amount of sick leave bank payoff received and have the former sick leave bank balance restored. Repayment in full must be made prior to reinstatement.

Section 10.67 - Sick Leave Conversion

A portion of unused sick leave may be converted to PTO in accordance with Section 9.8.

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ARTICLE 11 - LEAVE PROVISIONS

**County proposing CCL in all sections except 11.2 and 11.6**

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.

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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.

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 and 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 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 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 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.

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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 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.

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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 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:

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- ~~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
  2. The day will be charged to educational leave and the nurse will be given another day off during the pay period, or
  - ~~3.~~ The day will not be charged to educational leave.
  4. 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 RNnurse'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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ARTICLE 12 - PROFESSIONAL DEVELOPMENT AND  
TUITION REIMBURSEMENT

**County proposing CCL except the need to remove Psychiatric Nurse I & II  
in Section 12.1 and update cyclical dates and striking through in  
Section 12.2**

Section 12.1 - Professional Development Fund

a) General

1. The County will fund, on a matching basis, up to one hundred and twenty thousand dollars (\$120,000) per fiscal year for group and individual professional development, California Board of Registered Nursing (BRN) Registered Nurse licensure, certification and recertification in a nursing specialty, and for education, as described in sections "b" and "c". An additional amount of fifteen thousand dollars (\$15,000) per fiscal year shall be funded for the use by nurses in the classifications of Nurse Practitioner and Clinical Nurse Specialist for individual claims that are beyond the \$400 annual matching limits. Funds not used for any period shall be carried over for use in the next period.

b) Individual

1. Funded on a matching basis: twenty-five percent (25%) by the nurse and seventy-five percent (75%) by the County, up to a maximum County contribution of four hundred dollars (\$400) for nurses in the classifications of Clinical Nurse I, II, & III, ~~Psychiatric Nurse I & II,~~ Nurse Coordinator, Staff Developer, Infection Control Nurse, Assistant Nurse Manager, and Certified Registered Nurse Anesthetist per fiscal year. For nurses in the classifications of Nurse Practitioner and Clinical Nurse Specialist the matching cap is one-thousand two-hundred (\$1,200) per fiscal year.
2. The requested expenditure must relate to the nurse's job or one to which the nurse could reasonably aspire within County service.
3. Requests will be processed on a "first come, first served" basis, but priority will be given to first requests by an individual for the current year.
4. At least five (5) working days must be allowed for prior approval in the amount of the estimated County contributions for authorized expenses other than licensure reimbursement.

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5. Allowable expenses shall include but not be limited to: certifications and recertifications in a nursing specialty; conference and seminar registration fees; actual cost of California BRN Registered Nurse licensure fees; tuition not reimbursed under the tuition reimbursement program; membership in a professional Nursing Organization; books and materials required for a conference, seminar or course; expenses for travel out of the county to attend a conference, seminar or course, including transportation, meals, lodging, car rental, etc., per County reimbursement policy, procedures and schedules.

Additional allowable expenses for Advance Practice Nurses shall also include, journal subscriptions and books related to the nurse's clinical area.

The only expense eligible for one hundred percent (100%) reimbursement from the RNPA Professional Development Fund shall be the actual cost of California BRN Registered Nurse, Nurse Practitioner, or Certified Registered Nurse Anesthetist licensure renewal.

6. An itemized statement of expenses for programs shall be submitted by the nurse for reimbursement or accounting as the case may be.
7. All nurses whose BRN licenses expire during the term of the agreement must present a receipt or other proof of payment and/or the renewed BRN license within sixty (60) calendar days after expiration of the BRN license in order to receive reimbursement. Requests must be submitted on a form provided by the County.
8. Substitute courses may be approved when approved courses are found to be unavailable.

c) Group

1. Funded on a matching basis: twenty-five percent (25%) by the participating nurses and/or the Association, and seventy-five percent (75%) by the County.
2. The Association will plan and budget group programs for review and approval by the County/Association Committee. Each proposed program will be considered separately on its own merits.

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3. The Association will administer the approved programs, making all the necessary arrangements, etc.

d) Quarterly Financial Statement

A quarterly financial statement shall be forwarded to the Association on the status of the fund no later than two (2) weeks after the end of each quarter.

Section 12.2 - Tuition Reimbursement **Cyclical dates need to be updated**

a) Fund

The County shall maintain a tuition reimbursement program for the term of this Agreement. The total monies in this program will be administered at the County level. The fund will consist of two hundred and sixty-five thousand dollars (\$265,000) per fiscal year. One quarter (1/4) of each year's fund will be available on the following quarterly dates:

~~Fiscal Year 19-20~~

~~3rd quarter - January 1, 2020~~

~~4th quarter - April 1, 2020~~

~~Fiscal Year 20-21~~

~~1st quarter - July 1, 2020~~

~~2nd quarter - October 1, 2020~~

~~3rd quarter - January 1, 2021~~

~~4th quarter - April 1, 2021~~

~~Fiscal Year 21-22~~

~~1st quarter - July 1, 2021~~

~~2nd quarter - October 1, 2021~~

~~3rd quarter - January 1, 2022~~

~~4th quarter - April 1, 2022~~

~~Fiscal Year 22-23~~

~~1st quarter - July 1, 2022~~

~~2nd quarter - October 1, 2022~~

~~3rd quarter - January 1, 2023~~

~~4th quarter - April 1, 2023~~

~~Fiscal Year 23-24~~

~~1st quarter - July 1, 2023~~

~~2nd quarter - October 1, 2023~~

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Funds not used for any period shall be carried over for use in the next period. Funds shall be encumbered to fifteen percent (15%) above the amount allotted for each funding period for the first one-and-one half fiscal years including any unused amount carried over from the prior funding period. This additional amount for encumbrance for the last one-half fiscal year of this Agreement may be decreased based on the actual usage pattern. No amount may be approved or expended beyond funds available for the term of the Agreement.

b) Eligibility

Nurses are eligible to participate in the program provided:

1. The nurse is not receiving reimbursement from any other government agency or private source. (This applies to reimbursement only.)
2. The training undertaken is related to the nurse's occupational area or has demonstrated value to the County.
3. The application was filed with the appointing authority or their designee prior to the commencement of the course. Applications requiring time off must be filed with the appointing authority at least ten (10) days prior to the commencement of the course.
4. Substitute courses may be approved when approved courses are found to be unavailable.
5. There are sufficient funds available in the program.

c) Disapproval

Management may disapprove an application for tuition reimbursement provided:

1. Notice of disapproval is given to the nurse within ten (10) working days of the application.
2. The County alleges disapproval is necessary because any of the provisions above have not been met. When a nurse disagrees with the disapproval and files a grievance, they shall be allowed to continue the course with time off as provided for in this Section, except for denial based on paragraph b(5) above. If a final determination is made against the nurse, time off shall be made up by working, charging Paid Time Off (PTO) or comp time, or payroll deduction, and tuition reimbursement shall not

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be paid. If a final determination is made supporting the nurse, they shall be fully reimbursed in accordance with this Section.

d) Reimbursement

Total reimbursement for each nurse participating in the program will not exceed one thousand two hundred dollars (\$1,200) per fiscal year. Mileage and subsistence will not be authorized unless the training is required of the nurse. Within the above limit, nurses shall receive full immediate reimbursement for tuition, including approved home study courses and other required costs (including textbooks) upon presentation of a receipt showing such payment has been made.

e) Deduction Authorization

The nurse shall sign a note which states that, upon receipt of reimbursement, they authorize:

1. Deduction from their wages in the event they do not receive a passing grade of C or better.
2. Deduction of fifty percent (50%) of the amount of reimbursement if they leave County employment within one (1) year after satisfactory completion of the course.
3. Deduction of the full amount of reimbursement if they leave County employment before completion of the course.
4. Any monies deducted from nurses under this Section will be redeposited into the Tuition Reimbursement Fund.

f) Make-Up Time

Nurses taking a course only available during working hours must make up fifty percent (50%) of the time away from the job. Make-up time may be deducted from the nurse's accrued educational leave, Paid Time Off (PTO) or compensatory time balance. Make-up time will not be allowed when it results in the payment of overtime. The department will make every effort to allow the nurse time off except where the payment of overtime will result. A nurse and the appropriate level of management may mutually rearrange the duty shift beyond eight (8) hours but within the eighty (80) hour pay period for purposes of participating in non-duty education and/or training deemed by the County to be to the benefit of the nurse and the County and such arrangement will be considered a waiver of Section 8.2.

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g) Quarterly Financial Statement

A quarterly financial statement shall be forwarded to the Association on the status of the fund no later than two (2) weeks after the end of each period.

~~h) Effective October 1, 2023, upon request of the Association, the parties shall meet to review and discuss the usage of the tuition reimbursement fund.~~

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ARTICLE 13 - BENEFIT PROGRAMS

County is still reviewing Section 13.4

County proposing CCL in all other sections except Section 13.1, 13.3, 13.6(f)

Section 13.1 - Workers' Compensation

a) Eligibility

Every nurse shall be entitled to industrial injury leave when the nurse is unable to perform services because of any injury as defined in the Workers' Compensation Act.

b) Compensation

A nurse who is disabled as a result of an industrial injury shall be placed on leave, using as much of the nurse's accumulated compensable overtime, accrued sick leave, and PTO time as when added to any disability indemnity payable under the Workers' Compensation Act will result in a payment to the nurse of not more than the nurse's ~~full salary~~ regular gross wages unless at the time of the filing of the Supervisor's Report of Injury the nurse indicates on the form provided by the supervisor that they do not want such integration of payments to take place. This choice shall be binding for the entire period of each disability unless the employee later requests in writing that the Workers' Compensation Division begin integration. In such case, integration shall be implemented at the beginning of the next pay period.

If integration occurs, the first three (3) days are to be charged to the nurse's accrued but unused sick leave. If the temporary disability period exceeds fourteen (14) calendar days, temporary disability will be paid for the first three (3) days.

c) Industrially Injured Workers - Temporary Modified Work Program

The County has established a program to return workers with temporary disabling occupational injuries or illnesses to modified duty within the County as soon as medically practical. Pursuant to the program, the County will make every reasonable effort to provide meaningful work assignments to all such workers capable of performing modified work. The maximum length of such work program shall not exceed twelve (12) weeks. With the approval of the Worker's Compensation Division, a temporary modified work assignment may be extended to no more than 16 weeks.

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There are three kinds of "Temporary Modified Work" shown in order of preference:

1. Return to the worker's same job with some duties restricted.
2. Return to the same job, but for fewer hours per day or fewer hours per week. To be used if an injured worker cannot return on a full-time basis.
3. Return temporarily to a different job. This is the least desirable and will only be attempted if the regular job cannot be reasonably modified to meet the injured worker's medical limitations.

d) Clothing Claims

Loss of, or damage to, a nurse's clothing resulting from an industrial injury which requires medical treatment will be replaced by the County through the following:

The Department will review and make a determination on all such incidents as submitted in writing by the nurse. Reimbursement will be limited to the lesser of:

1. Seventy-five percent (75%) of proven replacement cost, or
2. The repair cost.

However, both of the above are limited by a fifty dollar (\$50.00) maximum. (Nothing in this Section is intended to replace or supersede Article 13.2 which provides for replacement of items damaged, lost or destroyed in the line of duty.)

e) Tracking of High Incidents of Industrial Injury

The County shall design and initiate a study/analysis of on-the-job injury/illness incidents to identify whether there are areas of unusually high injury and/or illness. The County may submit the report to the County-wide Safety Committee. The parties agree to review and determine what course of action, if any, may be required based on the findings.

Section 13.2 - Repair/Replace Claims

County shall provide the necessary protective clothing to nurses and classifications pursuant to such requests by the nurses affected as provided by law under Cal-OSHA, Title 8, Article 10. The County shall pay the cost of repairing or replacing the uniforms, clothing and equipment of County nurses which have been damaged, lost or destroyed in the line of duty when the following conditions exist:

- a) The clothing, uniform or equipment is specifically required by the department or necessary to the nurses to perform the nurse's duty; and not adaptable for continued wear to the extent that they may be said to replace the nurse's regular clothing; or
- b) The clothing, uniform or equipment has been damaged or destroyed in the course of making an arrest, or in the issuance of a citation, or in the legal restraint of persons being placed in custody or already in custody, or in the service of legal documents as part of the nurse's duties or in the saving of a human life; and
- c) The nurse has not, through negligence or willful misconduct, contributed to such damage or destruction of said property.

Claims for reimbursement shall be reviewed and approved by the Department in accordance with procedures set forth by the County Executive.

### Section 13.3 - Insurance Premiums

- a) The HMO plan design will be \$10 co-payments for office visits, \$35 co-payment for emergency room visits, \$5-\$10 co-payment for prescriptions (30-day supply) and \$10-\$20 co-payment for prescriptions (100-day supply) and \$100 copayment for hospital admission; the Point of Service plan design will be \$15/\$20/30% (Tier 1/2/3) for office visits, \$50/\$75/30% co-payment for emergency room visits, and \$5/\$15/\$30 (generic/brand/formulary) co-payment for prescription (30-day supply) and \$10/\$30/\$60 co-payment for prescription (90-day supply).

Hearing aid coverage, up to \$1000 for 1 to 2 devices every 36 months, will be counted in all health plans.

Effective November 10, 2014 the County and employees will share in the cost of medical plan premiums. The County, in order to provide one health plan where there is not premium sharing, will continue to offer Valley Health Plan without premium sharing. For all other plans, the County will pay the cost of any premiums for "employee

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only" and "employee plus dependent" tiers that is not covered by the employee's share of the premium. The employee share shall be 2% of premium in effect as of November 10, 2014, converted to a flat rate.

Effective November-07-2016, and each November thereafter, for those plans and tiers where the employee pays a portion of the premium, the dollar amount of the then current employee contribution shall constitute the base onto which an additional amount equal to 10% of the increase in medical plan premiums rate for the plan year, if any, will be added to form the new total employee contribution. The County share of the premiums will decrease accordingly.

During the term of the agreement the employee contribution shall be capped at an amount equal to 10% of the increase. Employees shall not pay a higher share of the increase in medical plan premium rate than other bargaining units during the term of the agreement. Should a bargaining unit negotiate a lower term on a year for year basis during the term of this agreement, the share paid by RNPA members shall be adjusted accordingly.

#### Dual Coverage

Married couples and registered domestic partners who are both County employees shall be eligible for coverage under one medical plan only with the County paying the full premium for dependent coverage. County employee couples are not eligible to participate in the Health Plan Bonus Waiver Program.

#### High Deductible Health Plan (HDHP)

The parties agree to investigate the feasibility of adding by mutual agreement a High Deductible Health Plan (HDHP) with or without Health Savings Account (HSA) or Health Reimbursement Account (HRA) as an option to current health plans.

#### Medical Premiums during Medical, Family, Maternity Parental, or Industrial Injury Leave of Absence

The County shall pay the nurse's premium subject to applicable co-payments in this Section as follows:

1. While on medical, maternity parental, or industrial injury leave of absence without pay, up to thirteen (13) pay periods of employee only coverage. A portion of the leave may include dependent coverage in accordance with the Family and Medical Leave Act, The California Family Rights Act and the County's Family and Medical Leave Policy.

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2. For a nurse on family leave without pay, in accordance with the County's Family and Medical Leave Policy, up to twelve (12) weeks of dependent coverage.

Registered Domestic Partners

a) County employees who have filed a Declaration of Registered Domestic Partnership in accordance with the provisions of Family Code 297-297.5 shall have the same rights, and shall be subject to the same responsibilities and obligations as are granted to and imposed upon spouses. The term "spouse" in this contract shall apply to Registered Domestic Partners.

b) Tax Liability

Employees are solely responsible for paying any tax liability resulting from benefits provided as a result of their Domestic Partnership.

b) Dental Insurance

The County agrees to contribute the amount of the current monthly insurance premium to cover the nurse and full dependent contribution and to pick up inflationary costs during the term of this Agreement. The existing Delta Dental Plan coverage will be continued in accordance with the following schedule:

Basic and Prosthodontics: 75-25 - no deductible. \$2,000 maximum per patient per calendar year.

Orthodontics: 60-40 - no deductible. \$2000 lifetime maximum per patient (no age limit).

The County will continue to provide an alternative dental plan. The current alternate dental plan is Liberty Dental. The County will contribute up to the same dollar amount to this alternative dental plan premium as is paid to the Delta Dental Plan.

c) Life Insurance

The County agrees to increase the existing base group Life Insurance Plan to twenty-five thousand dollars (\$25,000) per nurse for the term of the Agreement.

d) Social Security

Effective October 12, 1981, the County did cease payment of the nurses' portion of Social Security.

e) Vision Care Plan

The County agrees to provide a Vision Care Plan for all nurses and dependents. The Plan will be the Vision Service Plan - Plan A with benefits at 12/12/24 month intervals with twenty dollar (\$20.00) deductible for examinations and twenty dollar (\$20.00) deductible for materials. The County will fully pay the monthly premium for nurse and dependents and pick up inflationary costs during the term of the agreement.

f) County-wide Benefits

The parties agree that, during the term of this Agreement, County-wide changes in benefits, such as medical, dental, life insurance or retirement, shall be applied to nurses in this Unit.

Section 13.4 - Training for Nurses With Disabilities **County is still reviewing this Section**

a) Vocational Rehabilitation

When a nurse is determined by the County to be unable to return to the classification in which the nurse held permanent status because of a work-connected illness or injury and does not elect a disability retirement, that nurse will be offered vocational rehabilitation.

b) Lateral Transfer/Demotion Openings

If the nurse meets all the qualifications for a particular position (this would take into account the nurse's medical limitations, prior work experience and skills) and an opening exists that involves a lateral transfer or demotion, the position shall be offered to the nurse.

c) Salary Level

In accordance with Chapter VI, Article 5, Section A25(e) of the Personnel Practices, "...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 a demotion would result in a salary loss of more than ten (10) percent, the nurse's new salary shall be set at the rate closest to but not less than ten percent (10%) below their salary as of the time of injury."

From: SCCo To RNPA October 12, 2023

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d) Training Program

In those cases where the nurse may not have the necessary prior experience or all the required skills but there is reasonable assurance that the nurse will be capable of obtaining them through a designated formal on-the-job training program, the County will make reasonable efforts to place the nurse in a training program.

e) Placement Review

If, after a period on the job, it is demonstrated that the nurse is unable to develop the required skills, knowledge and abilities and/or cannot meet the physical requirements to handle the new position, the nurse will be placed on a leave of absence and the placement process begins again.

f) Promotions

Any position which involves a promotion will call for the normal qualifying procedures, written and/or oral examination. However, if it is found that a nurse meets all the qualifications for a higher paying position and an eligibility list is already in existence, the nurse shall be allowed to take a written and/or oral examination, and, if the nurse qualifies, the nurse's name will be placed on the eligibility list commensurate with their score.

g) Referral to Accredited Rehabilitation Agency

In those cases where the County is unable, for one reason or another, to place a nurse in any occupation, that nurse's case will be referred to an accredited rehabilitation agency as approved by the Division of Industrial Accidents for testing, counseling and retraining at either the County's or State's expense.

h) State Legislation

The provisions of this Section shall not apply if State legislation removes from the County the control of training for disabled employees.

Section 13.5 - Short-Term Disability Program

The County shall provide a short-term disability plan at no expense to the County under the same terms and conditions as provided County-wide.

Section 13.6 - Retirement

The County will continue the present benefit contract with PERS which is the 2% at 55 Retirement Plan.

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Effective April 11, 2005 the County ceased paying the employee's statutorily required contribution and adjusted the base pay of all employees upwards by 7.49% and implemented an employee self-pay PERS member contribution on a pre-tax basis pursuant to Internal Revenue Code 414(h) (2).

The County has amended its contract with PERS effective December 17, 2007 for the 2.5% at 55 Plan for Miscellaneous employees. In consideration for this amendment, the Association agrees for each nurse covered under this benefit to contribute to PERS, through payroll deduction effective December 17, 2007, an additional amount of 3.931% of PERS reportable gross pay added to the current self-pay member contribution of 7% through June 14, 2009.

Each nurse's payroll deduction of 3.931% includes the 1% member contribution and the 2.931% employer contribution. The 1% member contribution, in addition to the 7% member contribution, shall be deducted for the duration of the Agreement.

Effective June 15, 2009, each nurse, in addition to making the 8% member contribution, shall have a payroll deduction equal to the difference between the employer share for 2.5% at 55 and the employer share for 2% at 55 as computed by PERS for all Miscellaneous employees effective July 1, 2009 provided that the deduction for the employer share will not exceed 2.931%. This deduction shall continue for the duration of the Agreement.

Employees who are hired on or after January 1, 2013, and who are considered "new employees" and who are considered "new members" of PERS, as defined in Government Code section 7522.04 shall not be entitled to the benefits enumerated above. All such employees shall be in the Miscellaneous retirement tier of 2% at age 62 with a minimum retirement age of 52 and final compensation calculated on the highest average of pensionable compensation earned during a period of 36 consecutive months.

The employee contribution rate shall be 50% of the normal cost for the 2% @ age 62 PERS plan expressed as a percentage of payroll as defined in the Public Employees' Pension Reform Act of 2012. The County shall not pay any portion of the employee contribution rate (EMPC.) If the normal cost increases or decreases by more than one quarter of 1% of payroll the employee contribution rate will be adjusted accordingly.

Pursuant to the California Public Employees' Pension Reform Act of 2013 - Government Code Section 7522, employees convicted of certain felonies

may be deemed to have forfeited accrued rights and benefits in any public retirement system in which he or she is a member.

#### Medical Benefits for Retirees

a) For Employees Hired before August 12, 1996:

The County shall contribute an amount equal to the cost of Kaiser retiree-only medical plan premium to the cost of the medical plan of employees who have completed five (5) years' service (1,305 days of accrued service) or more with the County and who retire on PERS directly from the County on or after December 5, 1983. Retirees over sixty-five (65) or otherwise eligible for Medicare Part B must be enrolled in such a plan, and the County shall reimburse the retiree for the cost of Medicare Part B premium on a quarterly basis. This reimbursement is subject to the maximum County contribution for retiree medical. The surviving spouse or the same sex domestic partner of an employee eligible for retiree medical benefits may continue to purchase medical coverage after the death of the retiree.

b) For Employees Hired on or after August 12, 1996:

The County shall contribute an amount equal to the cost of Kaiser retiree-only medical plan premium to the cost of the medical plan of employees who have completed eight (8) years of service (2,088 days of accrued service) or more with the County and who retire on PERS directly from the County on or after December 5, 1983. Retirees over the age of sixty-five (65) or otherwise eligible for Medicare Part B must be enrolled in such a plan and the County shall reimburse the retiree for the cost of Medicare Part B premium on a quarterly basis. This reimbursement is subject to the maximum County contribution for retiree medical. The surviving spouse or the same sex domestic partner of an employee eligible for retiree medical benefits may continue to purchase medical coverage after the death of the retiree.

c) For Employees hired on or after June 19, 2006:

The County shall contribute an amount equal to the cost of Kaiser retiree-only medical plan premium to the cost of the medical plan of employee who have completed ten (10) years of service (2610 days of accrued service) or more with the County and who retire on PERS directly from the County. Retirees over 65 or otherwise eligible for Medicare Part B must be enrolled in such a plan, and the County shall reimburse the retiree for the cost of Medicare Part B premium on a quarterly basis. This reimbursement is subject to the maximum County contribution for retiree medical. The surviving spouse or same sex domestic partner of a employee eligible for retiree medical benefits

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may continue to purchase medical coverage after the death of the retiree.

Continuous Years of Service

The years of service expressed in Section 13.6 a), b), c) and d) must be continuous service with the County and shall have been completed immediately preceding retirement directly on PERS from the County.

Delayed Enrollment in Retiree Medical Plan

A retiree who otherwise meets the requirements for retiree only medical coverage under the Sections above may choose to delay enrollment in retiree medical coverage. Application and coverage may begin each year at the annual medical insurance open enrollment period or within 30 days of a qualifying event after retirement.

Employee Contribution toward Retiree Medical Obligation Unfunded Liability

Effective with the pay period beginning June 24, 2013, all coded employees shall contribute on a biweekly basis an amount equivalent to 7.5% of the lowest cost early retiree premium rate. Such contributions are to be made on a pre-tax basis, and employees shall have no vested right to the contributions made by the employees. Such contributions shall be used by the County exclusively to offset a portion of the County's annual required contribution amount to the California Employers Retirement Benefit Trust established for the express purpose of meeting the County's other post-employment benefits (OPEB) obligations and shall not be used for any other purpose.

d) For Employees Hired on or After December 08, 2014:

The County shall contribute an amount equal to the cost of Kaiser retiree-only medical plan premium to the cost of the medical plan of workers who have completed fifteen (15) years of service (3915 days of accrued service) or more with the County and who retire on PERS directly from the County. Retirees over 65 or otherwise eligible for Medicare Part B must be enrolled in such a plan, and the County shall reimburse the retiree for the cost of Medicare Part B premium on a quarterly basis. This reimbursement is subject to the maximum County contribution for retiree medical. The surviving spouse or registered domestic partner of a worker eligible for retiree medical benefits may continue to purchase medical coverage after the death of the retiree.

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~~f) Limited Reopener on Retiree Health Reimbursement Account:  
Effective the third year of the agreement, the County and the Union  
shall reopen this section solely to consider the option of a retiree  
health reimbursement account.~~

Section 13.7 - Deferred Compensation Plan

The County will continue the present deferred income plan. If the County proposes to change the plan, it shall provide appropriate notice to the Association and the parties shall meet and confer pursuant to Article 20 over said changes.

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ARTICLE 14 - USE OF PRIVATE VEHICLES AND MILEAGE PAYMENT

**County proposing CCL**

Section 14.1 - Use of Private Vehicles

a) No Requirement

No nurse shall be required as a condition of obtaining or continuing County employment, to possess or provide a private vehicle for use in connection with their County employment. Use of County vehicles shall be in accordance with County policies and regulations.

b) Authorization of Use

Departments may authorize the use of private vehicles by their Department nurses, with each Department maintaining a continuous listing of those nurses authorized to use their private vehicles. Each nurse so authorized shall have completed applicable County authorization requirements governing County driver permits and insurance. Nurses not having completed such requirements and thereby not on the listing shall be neither required nor authorized to use their private vehicles.

c) Damage

A nurse whose vehicle is damaged in a collision with another vehicle while driving a personal vehicle on County business shall, following the approval of the Vehicle Accident Review Board or if denied by Risk Management and subsequently approved on appeal to the Accident Review Board, be reimbursed for such damage not to exceed five hundred dollars (\$500.00) provided:

1. The driver of the other vehicle is responsible for the accident as verified by a police report, and the damages shall be unrecoverable from the other party by reason of lack of liability insurance, or
2. The damage is caused by a hit-run or unidentified driver as verified by a police report, and/or
3. The amount of damage to be reimbursed by the County is not recoverable under any policy of insurance available to the nurse. The County shall be subrogated to the rights of recovery from the responsible party.

Section 14.2 - Mileage Reimbursement for Use of Private Vehicle

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Effective September 1, 2000, the rate of reimbursement shall be equal to the "standard mileage rate" for auto expenses established by the Federal Government as the maximum tax-exempt mileage rate. Subsequent to September 2000, the County rate of reimbursement shall be adjusted on the first day of the month that any change by the Federal Government "standard mileage rate" is effective.

Section 14.3 - County Business Travel

Nurses who are required in the performance of their duties to travel shall receive business travel reimbursement in accordance with Santa Clara County Policy.

Section 14.4 - Parking Stickers for Nurses with Disabilities

All nurses determined by the County to be disabled in accordance with standards of the State of California Department of Motor Vehicles will be issued a disabled parking sticker for their private vehicle.

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ARTICLE 15 - NURSES IN UNCLASSIFIED POSITIONS

County proposing CCL

- a) Specially Funded Nurses  
All nurses in unclassified coded positions within the Association's bargaining unit shall be subject to and protected by this Agreement and departmental agreements, except as otherwise provided.
- b) Seniority  
Time worked in such positions shall apply to seniority for the purposes of departmental agreements, salary increments and all other matters in the same manner for all other unclassified coded positions.
- c) Examinations  
Such nurses shall be allowed to participate in examinations in the classified service equivalent to the positions they occupy as well as all open and/or promotional examinations for which they qualify under Merit System Rules.
- d) Career Opportunities  
It is the County's intention to encourage and promote career opportunities for regular County nurses. In the interest of equitable treatment and to fulfill its contractual commitment, the County will not fill more than fifty percent (50%) of coded vacancies in a classification with unclassified nurses when regular County nurses are certifiable.
- e) New Programs  
Upon final approval by the County and the granting authority of new special programs funded from State and/or Federal sources which create full-time positions of one (1) year's duration or more, the parties agree to meet and confer on:
1. Coverage of such positions by all or any portion of the terms of this Agreement.
  2. The impact the utilization of such positions may have on employees in positions currently covered by this Agreement.



ARTICLE 16 - GRIEVANCE PROCEDURE

**County proposing CCL except for Section 16.6. Please see County's Counter proposal from October 5, 2023 for Section 16.6.**

County and the Association recognize early settlement of grievances is essential to sound employee-employer relations. The parties seek to establish a mutually satisfactory method for the settlement of grievances of nurses, the Association, or the County. In presenting a grievance, the aggrieved and/or the aggrieved's representative is assured freedom from restraint, interference, coercion, discrimination or reprisal.

Section 16.1 - Grievance Defined

a) Definition

A grievance is defined as an alleged violation, misinterpretation or misapplication of the provisions of this Memorandum of Agreement, Department Memoranda of Agreement and/or Understanding, Merit System Rules, or other County ordinances, resolutions, Policy and/or Procedure Manuals, or alleged infringement of an employee's personal rights (i.e., discrimination, harassment) affecting the working conditions of the nurses covered by this Agreement, except as excluded under Section 16.1(b).

b) Matters Excluded From Consideration Under the Grievance Procedure

1. Disciplinary actions taken under Section 708 of the County Charter except where nurses voluntarily waive their right to appeal such disciplinary actions to the Personnel Board.
2. Probationary release of nurses.
3. Position classification.
4. Merit System Examinations.
5. Items requiring capital expenditure.
6. Items within the scope of representation and subject to the meet and confer process.

Section 16.2 - Grievance Presentation

Nurses shall have the right to present their own grievance or do so through a representative of their own choice. Grievances may also be presented by a group of nurses, by the Association, or by the County. No grievance settlement may be made in violation of an existing rule, ordinance, memorandum of agreement or memorandum of understanding, nor

shall any settlement be made which affects the rights or conditions of other nurses represented by the Association without notification to and consultation with the Association.

The Association shall be provided copies of individual or group grievances and responses to same. Such grievances may not proceed beyond Step One without written concurrence of the Association at each step.

The Association shall have the right to appear and be heard in all individual or group grievances at any step. Upon request by County, the Association shall appear and be heard in such grievances at any step.

#### Section 16.3 - Procedural Compliance

Association grievances shall comply with all foregoing provisions and procedures. The County shall not be required to reconsider a grievance previously settled with a nurse if renewed by the Association, unless it is alleged that such grievance settlement is in violation of an existing rule, ordinance, memorandum of understanding, or memorandum of agreement.

A grievance is deemed to be presented or filed when it is either received by the Office of Labor Relations if presented in person or by facsimile or by electronic mail; or on the day it is postmarked, whichever occurs first.

A response by the County is deemed to be made when it is either received by the Association when presented in person or by facsimile or by electronic mail; or on the day it is postmarked, whichever occurs first.

#### Section 16.4 - Informal Resolution/Time Limits

It is agreed that nurses will be encouraged to act promptly through informal discussion with their immediate supervisor on any act, condition or circumstance which is causing nurse dissatisfaction and to seek action to remove the cause of dissatisfaction before it serves as the basis for a formal grievance. Time limits may be extended or waived only by written agreement of the parties.

If either party fails to comply with the grievance time limits, and the matter proceeds to arbitration, the party who missed the time limits, as determined by the arbitrator, shall pay the full cost of the arbitrator.

#### Section 16.5 - Formal Grievance

##### a) Step One

Within twenty (20) working days of the occurrence or discovery of an alleged grievance, the grievance shall be presented in writing to

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the Office of Labor Relations. The grievance form shall contain information which identifies:

1. The aggrieved;
2. The specific nature of the grievance;
3. The time or place of its occurrence;
4. The rule, law, regulation, or policy alleged to have been violated, improperly interpreted, applied or misapplied;
5. The consideration given or steps taken to secure informal resolution;
6. The corrective action desired; and,
7. The name of any person or representative chosen by the nurse to enter the grievance.

A decision shall be made by the County in writing within twenty (20) working days of receipt of the grievance. A copy of the decision shall be directed to the person identified in (7) above. A copy shall be sent to the Association and this copy shall dictate time limits.

b) Step Two

If the aggrieved continues to be dissatisfied, the aggrieved may, within fifteen(15) working days after receipt of the first step decision, submit a written presentation to the Office of Labor Relations indicating the aggrieved wishes the grievance to be referred to an impartial arbitrator. At this step, a meeting shall be held, if requested by either party, and scheduled no later than fifteen (15) working days from the written submission unless mutually agreed otherwise, for the purpose of resolving the grievance at the lowest possible level. The grievant may be accompanied by their chosen RNPA representative.

The arbitrator shall be advised of and agree to the following provisions:

1. Within ten (10) working days of receipt of the grievance at step two, or within ten (10) working days of the Step Two meeting if one is held, whichever date is later, one (1) arbitrator shall be

selected from the panel and a hearing scheduled as soon as possible subject to the availability of the parties and arbitrator.

2. Arbitration proceedings shall be recorded but not transcribed except at the request of either party or the arbitrator. Upon mutual agreement, the County and the Association may submit written briefs to the arbitrator for decision in lieu of a hearing.

The arbitrator's compensation and expenses shall be borne equally by the nurse or the Association and the County. Decisions of the arbitrator shall be final and binding.

c) Pre-Arbitration Meeting

After a grievance has been moved to Step Two, the Association and County shall continue efforts at finding a resolution. The parties may mutually agree to hold a meeting at this stage, prior to arbitration. The parties shall attempt to agree to a statement of the issues (question(s) before the arbitrator) and exchange witness lists prior to arbitration.

Section 16.6 - Arbitrators **Please see County's counter proposal from October 5, 2023**

Section 16.7 - Arbitration Release Time

The following statement on nurse participation in grievance arbitration hearings is agreed to:

- a) The nurse on whose behalf the grievance has been filed will be granted release time for the entire hearing. Release time to serve as a witness will be granted on a scheduled basis, i.e., when the nurse is scheduled to appear. In the case of a group grievance, release time will be granted for the designated spokesperson for the entire hearing. Release time also will be granted to the appropriate Unit Representative.
- b) Other requests for leave for the purpose of participation in a grievance arbitration hearing will also be granted and charged to the nurse's own leave time - provided the absence does not unduly interfere with the performance of service.

ARTICLE 17 - CONFLICT OF INTEREST

**County proposing CCL**

Nurses are to abide by all applicable Federal, State and Local Statutes and policies or contract requirements regarding conflict of interest in outside employment. Nurses intending to engage in outside employment shall file an advance statement of such intent for the approval of the appointing authority consistent with County Policy.

ARTICLE 18 - NURSING PRACTICE ISSUES

**County proposing CCL in all sections except Sections 18.5 and 18.12(e)  
County has an interest in having a discussion with the Association about  
ways to improve or revamp Section 18.12(e) prior to making a proposal**

Section 18.1 - Supervision

All Interim Permittees will be directly supervised and will not assume team leader duties. A Clinical Nurse I will not work in charge position except as provided for in Section 8.10 of this Agreement.

Section 18.2 - Conscientious Objector Clause

The rights of patients to receive the necessary nursing care are to be respected. As individuals, licensed nurses hold certain moral, ethical, and religious beliefs and in good conscience may be compelled to refuse involvement with abortions. The licensed nurse must be free to exercise this right without being subjected to ridicule, harassment, coercion, censure, termination, or other forms of discipline. Emergency situations will arise where the immediate nature of the patient's needs will not allow for personnel substitutions. In such circumstances the patient's right to receive the necessary nursing care would take precedence over exercise of the nurse's individual beliefs and rights until other personnel can be provided.

Section 18.3 - Malpractice Protection

The County's obligation to defend and indemnify its officers and employees is prescribed by California Government Code 825 et seq. and 995 et seq. The County shall indemnify and defend nurses in this Unit in accordance with the applicable law when and if they are sued for errors or omissions (malpractice) within the course and scope of their duties, save and except where the applicable law excuses County's obligation to defend (e.g., fraud, malice, etc.). This paragraph and the terms and conditions thereof shall be enforceable, at law in accordance with the applicable law, but shall not be subject to the grievance provision of this Agreement.

Section 18.4 - Inservice Education Program For Nurses

- a) While all nurses are responsible for their own professional growth, Santa Clara Valley Medical Center will maintain a Staff Development Program for nurses, including the following:
1. Provide an organized plan of orienting all newly hired nurses to the objectives, policies, goals, and procedures of the hospital and of nursing service at regularly scheduled intervals.

2. Provide an organized plan of orienting all nurses to the job descriptions, responsibilities, and work assignments for nursing classifications at regularly scheduled intervals.
  3. Keep the nursing staff abreast on a continuing basis of new and expanding nursing care programs and of new techniques, equipment, facilities and concepts of care.
  4. Each nurse must complete both (1) and (2) above before being permanently assigned to a unit and shift. Until completion of the formal orientation, the nurse will be considered as still in a structured learning experience and not part of the unit's regular nursing staff.
- b) In each area, a clinical nurse(s) is responsible for coordinating inservice programs with the Nursing Staff Development. These programs shall be relevant to updating and upgrading skills particular to the unit in order to promote optimal nursing care to each patient.

It is understood that the department has the authority to approve all voluntary attendance at inservice education programs.

#### Section 18.5 - Staff Meetings

The date, time and location of regularly scheduled staff meetings will be posted seven calendar days in advance, except in cases of emergency or unforeseen circumstances. Nurses assigned attendance at meetings, lectures, or inservice courses while off shift will be subject to all overtime provisions. Nurses on shift will be compensated at the regular rate.

#### Section 18.6 - Professional Performance Committee **Need to fix some formatting in this section**

- a) a) The Santa Clara County Hospitals Professional Performance Committee ("PPC") shall be composed of nurses currently employed by the hospital. The Committee shall have a representative from each nursing unit, one (1) from each satellite clinic, and one (1) Institution Nurse elected by the nurses from that unit and clinic. All appointed and new positions will be filled by election by October 31 of each year.
- b) Nurses employed by the County recognize their obligation to perform the highest level of nursing care for the patients. The PPC shall act as an advisory body to Nursing Service and Administration. The

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hospital will make a good faith effort to implement recommendations agreed to by the PPC and the Director of Nursing.

- c) The PPC shall not involve itself in grievances as defined and set forth in this Agreement. The purpose and function shall be as set forth in its bylaws and shall include the following:
1. Recommend nursing policies and procedures to the Nursing Administrator.
  2. Review nursing policies and procedures prior to implementation, when possible, except in emergencies.
  3. Maintain representative on Santa Clara County Hospitals Nursing Committees as designated by management.
  4. Additional agenda items may be added upon request. Additional topics for agenda may include, but are not limited to:
    - Preparing for and responding to changes in patient condition and placement.
    - Quality standards, performance improvement and quality assurance.
    - Achieving operational efficiencies.

The PPC shall receive relevant information under the auspices of quality review, upon making a reasonable request to the CNO in writing.

- d) The Nursing Administrator or representative will meet with the PPC at their regularly scheduled meeting when requested. The Nursing Administrator will respond in writing to all written recommendations within thirty (30) days unless extended by mutual agreement.
- e) Attendance at PPC will be voluntary by the elected representative or an alternate. PPC members will be granted release time to attend the meetings. Those members who attend during other than duty time will be granted up to four (4) hours of compensatory time.

Meetings will be held monthly for three (3) hours or more as agreed to by the Nursing Administrator.



Section 18.7 - Advanced Practice Professional Performance Committee

- a) The Advanced Practice Professional Performance Committee (APPPC) shall be composed of Nurse Practitioners, Certified Registered Nurse Anesthetists and Clinical Nurse Specialists covered by the contract and employed by the County.
- b) Each APRN within the employ of the County may attend APPPC meetings with prior management approval.
- c) A minimum of three (3) Advanced Practice Professionals, (one) (1) RNPA representative and (one) (1) Nursing Administration representative shall make up the board of the APPPC. The position of Chairperson, Vice Chairperson and Secretary will be held by an APRN. All positions are to be elected by the APRN staff only. Necessity for additional seats on the board will be determined by the Chair and Vice-Chair. Duration of appointment to a particular board position shall be determined by the committee. All policies regarding the function of the APPPC shall be placed in writing and submitted to the Chief Nursing Officer and Deputy Director, ACHS/FQHC. A copy of these policies will be kept at the offices of RNPA. The agenda shall be determined and distributed one (1) week in advance. A copy of all minutes shall be forwarded to the Chief Nursing Officer, Deputy Director of ACHS/FQHC and RNPA.
- d) The function of the APPPC shall be as follows:
  1. To serve as a forum for discussion of administrative and medical practice issues which arise for APRNs within the SCVHHS.
  2. The Chairperson, or designee, of this committee shall serve as a liaison between the committee and the Chief Nursing Officer, the Deputy Director, ACHS/FQHC and the Assistant Medical Director.
  3. The development and review of APRN practice protocols prior to the submission of these protocols to the Interdisciplinary Care Committee/Medical Executive Committee.
  4. To provide updates on state and federal legal changes to practice.

Section 18.8 - Custody Health Services Professional Performance Committee

- a) The Custody Health Services ("CHS") Professional Performance Committee ("PPC") shall be composed of nurses currently employed by CHS. The PPC shall have two (2) representatives from Main Jail, two (2) representatives from Elmwood, one (1) representative from

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Juvenile Hall, and one (1) representative from the Ranch. All appointed and new positions will be filled by election by October 31 of each year.

- b) Nurses employed by the County recognize their obligation to perform the highest level of nursing care for the patients. The CHS PPC shall act as an advisory body to CHS' Administration. CHS will make a good faith effort to implement recommendations agreed to by the PPC and the Director of CHS.
- c) The PPC shall not involve itself in grievances as defined and set forth in this Agreement. The purpose and function shall be as set forth in its bylaws and shall include the following:
1. Recommend nursing policies and procedures to the Director of CHS.
  2. Review nursing policies and procedures prior to implementation, when possible, except in emergencies.
  3. Additional agenda items may be added upon request. Additional topics for the agenda may include, but are not limited to:
    - Preparing for and responding to changes in patient condition and placement;
    - Quality standards, performance improvement and quality assurance;
    - Achieving operation efficiencies.
- d) The Director of CHS or designated representative will meet with the PPC at their regularly scheduled meeting when requested. The Director of CHS will respond in writing to all written recommendations within sixty (60) calendar days unless extended by mutual agreement.
- e) Attendance at the PPC will be voluntary by the elected representative. PPC members will be granted release time to attend the meetings when attending during a scheduled shift. Those members who attend during other than duty time will be granted up to four (4) hours of compensatory time.

Meetings will be held monthly or more often as mutually agreed to by the Committee and Director of CHS.

- f) A subcommittee shall be formed as part of the CHS PPC to review nursing vacancies and current recruitment efforts within CHS. Through its work, the subcommittee shall develop a variety of

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recommendations to address both planned and unplanned nursing vacancies. The subcommittee shall not seek to mandate a specific staffing model, but rather to provide recommendations and broad guidelines for how to fill vacancies to prevent staffing issues. Such recommendations must comply with the County's Merit System Rules, policies, and labor agreements. The subcommittee shall meet quarterly following a scheduled PPC committee meeting for a period of one hour. The Director of Custody Health Services or designated representative shall provide oversight to the subcommittee and shall respond in writing to all written recommendations within sixty (60) calendar days unless extended by mutual agreement.

#### Section 18.9 - Safety

The County necessarily abides by safety standards established by the State Division of Industrial Safety and pursuant to the Occupational Safety and Health Act.

#### Section 18.10 - Nursing Practice

If a nurse objects to an assignment on the basis that it exceeds the nurse's professional qualifications and the nurse is unable to resolve the objection with the immediate supervisor, the objection will be noted, in writing utilizing the "Objection to Assignment" form, by the nurse and delivered to the Director of Nursing's office or the appropriate administrator prior to the nurse leaving at the end of the shift. A written response from the Director of Nursing or designee will be forwarded to the nurse.

#### Section 18.11 - Performance Evaluation

- a) Each nurse shall be subject to a written appraisal of work performance. Performance evaluations are done:
1. Annually;
  2. Prior to a promotion;
  3. During the probationary period.

Performance evaluations will not be used in the disciplinary process.

- b) The evaluation shall consist of comparison of the nurse's performance against written standards established by Management for:
1. Work Unit competencies;

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2. Job classification;
3. Unit role expectations;
4. Any appropriate legal or regulatory requirements.

#### 18.12 - Staffing

The County shall maintain a staffing system for nurses based on the assessment of patient needs, to include the number and the acuity of the patient(s) assigned to a nurse in compliance with applicable state laws and regulations including AB 394 chaptered October 10, 1999. This assessment shall include meal and rest periods when determining staffing needs. Every effort shall be made to preserve the role of the break relief nurse, charge nurse, and assistant nurse manager.

a) Assessment of Patient Acuity

During each shift, bedside nurses shall assess and determine patient acuity on an ongoing basis. The nurse shall consult with the charge nurse or manager as needed.

b) Staffing Decisions

In the absence of the Nurse Manager or Assistant Nurse Manager, the Charge Nurse shall have the authority to make necessary staffing decisions based upon patient acuity and census. Nurses involved in direct patient care are included in the calculation of nurse-to-patient ratios.

c) Staffing Report

Staffing reports shall be submitted by the Nurse Manager by shift and unit to nursing administration reflecting staffing levels for each shift, including beginning, middle and end of shift.

d) Notice of Staffing Levels Concerns

Nurses may report nurse to patient staffing levels that they believe are out of compliance by notifying the next level of management. Should a nurse believe staffing levels cannot be easily remedied, they may submit a Notice of Staffing Levels form. Such form shall be submitted to the nurse's charge nurse or immediate supervisor. The Charge nurse or supervisor who receives the form shall note the action(s) taken, if any, to resolve the staffing concern and shall forward the form to the Nurse Manager and the appropriate Nursing Director with a copy to the Chief Nursing Officer and RNPA. Notice of Staffing Levels forms shall be reviewed at the monthly Patient Acuity Task Force meeting. After review at the Patient Acuity Task

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Force meeting, the nurse reporting the concern shall be informed of the action taken to resolve the staffing concern, if any.

- e) Patient Acuity Task Force **County is interested in continuing a conversation on the Acuity Task Force to jointly figure out a way to revamp/improve or delete the task force.**

The Patient Acuity Task Force shall be comprised of an equal number of management, including the Nurse Manager of Nursing Systems, and RNPA representatives. The Patient Acuity Task Force shall meet on a monthly basis to assess and develop strategies for alleviating staffing concerns within nursing units. The Task Force shall also develop forms to be used as described in (c) and (d) above.

The Patient Classification Team shall include the Nurse Manager of Nursing Systems and one clinical nurse per shift/per unit to meet twice yearly to review inter-rater reliability of the patient classification system to determine whether the system accurately determines patient needs. Members of the Patient Classification Team shall then review and validate with each nurse in the unit that they are proficient. The Nurse Manager of Nursing System shall report the results of the twice yearly review to the Patient Acuity Task Force.

- f) Dispute Resolution **Place holder: County looking into whether the Management Audit Division is the appropriate for dispute resolution in this section.**

In the event of a dispute regarding a staffing concern that is not able to be resolved in accordance with sub-section (d), such concern shall be subject to an internal review by the Management Audit Division for the Board of Supervisors when:

- 1) The staffing concern was not de minimis, (i.e. staffing concern was not cured within four (4) hours) and;
- 2) The staffing concern was not able to be resolved in accordance with sub-section (d) at the monthly meeting following the alleged violation and;
- 3) The staffing concern has not been resolved to the satisfaction of a majority of the Patient Acuity Task Force.

The Management Audit Division for the Board of Supervisors shall review the staffing concern and information provided by the Patient Acuity Task Force, Nursing Administration and RNPA and shall report their conclusions to the Patient Acuity Task Force and to Nursing Administration. Nursing Administration shall submit such report for the next scheduled Health and Hospital Committee meeting.

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g) Section 18.12 is not subject to the grievance and arbitration procedures of this Agreement.

Section 18.13 - Safe Patient Handling

The County shall maintain a safe patient handling policy for all patient care units in acute care facilities in accordance with applicable state and or federal law, including AB1136, as applicable.

Such policy shall address providing nurses with appropriate equipment and staff assistance for moving patients, thereby eliminating, to the extent possible, manual lifting that may cause injuries.

Each nurse is responsible for the observation and direction of the lifting and mobilization of patients, and participates as needed in patient handling. The County will provide uniform training in the handling of patients on the appropriate use of lifting devices, equipment, and body mechanics on an annual basis.

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ARTICLE 19 - STRIKES AND LOCKOUTS

**County Modification**

~~During the term of this Agreement, the County agrees that it will not lock out nurses and the Association agrees that it will not engage in any concerted work stoppage.~~

During the term of this Agreement the County will not lock out the employees who are covered by this Agreement. The Association and Association-represented employees, both individually and collectively, shall not organize, carryout, cause, encourage, or condone any job actions, such as strikes, work stoppages, slowdowns, blue flu, sickouts, work-to-rule, sit-ins/sit-downs, intermittent strikes, partial strikes, sympathy strikes, or secondary actions such as refusing to cross picket lines or any other individual or concerted refusal to render services (including refusal to work overtime or any other curtailment or restriction of work at any time) or to obstruct efficient operations of the County, collectively ("Strike Activity") by Association-represented employees during the term of this Agreement.

If the Association learns that bargaining unit employees intend to engage in Strike Activity, either through notice from the County or through other means, the Association will send a notice to all bargaining unit employees, with a copy to the Labor Relations Director, indicating: (1) the Strike Activity is not authorized or supported by the Association; and (2) Strike Activity may violate County or Departmental rules and result in disciplinary action. The Association shall take all other steps reasonably necessary to induce employees to cease any and all Strike Activity.

ARTICLE 20 - FULL AGREEMENT

**County proposing CCL**

It is understood this Agreement represents a complete and final understanding on all negotiable issues between the County and its Departments and the Association. This Agreement supersedes all previous memoranda of understanding or memoranda of agreement between the County and its Departments and the Association except as specifically referred to in this Agreement. All ordinances or rules covering any practice, subject or matter not specifically referred to in this Agreement shall not be superseded, modified or repealed by implication or otherwise by the provisions hereof. The parties, for the term of this Agreement, voluntarily and unqualifiedly agree to waive the obligation to negotiate with respect to any practice, subject or matter not specifically referred to or covered in this Agreement even though such practice, subject or matter may not have been within the knowledge of the parties at the time this Agreement was negotiated and signed. In the event any new practice, subject or matter arises during the term of this Agreement and an action is proposed by the County, the Association shall be afforded all possible notice and shall have the right to meet and confer upon request. In the absence of agreement on such a proposed action, the County reserves the right to take necessary action by management direction.



ARTICLE 21 - SAVINGS CLAUSE

**County proposing CCL**

If any provision of this Agreement should be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

If the State of California notifies the County of Santa Clara that legislation has been implemented which assesses monetary penalties to local governments which settle wages and/or benefits with increases in excess of certain limits, those benefits and/or wages shall not be implemented or continue to be paid. The parties shall immediately enter into negotiations for the sole purpose of arriving at a mutually agreed upon alternative.

The County reserves the right to cease payment or seek repayment of wages and/or benefits upon which the State of California is basing the monetary penalty. The Union reserves the right to contest the legality of the payment cessation or repayment.

It is understood that the purpose of this Section is to ensure that the County does not incur any liability or penalties on either the original agreement provisions, or the negotiated alternate provisions.

ARTICLE 22 - IMPLEMENTATION

**County proposing CCL**

It is understood by the County and the Association that to fully implement this Agreement it will be necessary for the County to amend several existing County ordinances, some of which require the approval of the County Personnel Board, so that such ordinances will not conflict with the provisions of this Agreement. The County and the Association agree to cooperate to secure the enactment of such ordinances.

ARTICLE 23 - TERM OF AGREEMENT

**Term of Agreement will need to be updated based on final TA**

This Agreement shall become effective only upon approval by the Board of Supervisors and upon the ratification by the Association, and shall remain in full force and effect from ~~January 27, 2020~~ to and including ~~October 29, 2023~~ and from year to year thereafter; provided, however, that either party may serve written notice on the other at least sixty (60) days prior to ~~October 29, 2023~~, or any subsequent October 29, of its desire to terminate this Agreement or amend any provision thereof.

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APPENDIX B - CLASSIFICATIONS AND AREAS OF COMPETENCY FOR LAYOFF  
PURPOSES ONLY

**County modifications below**

B.1 - Classifications at Valley Medical Center and Ambulatory Care

Assistant Nurse Manager

Areas of Competency

1. Medical/Surgical
2. Rehabilitation
3. Neonatal Intensive Care, Pediatrics, Pediatric Intensive Care
4. Critical Care
5. Ambulatory Surgery Post Anesthesia
6. Progressive Care Unit (PCU)
7. Labor and Delivery
8. ~~Mother Infant Care Center (MICC)~~ Family Baby Unit (FBU)
9. Operating Room
10. Ambulatory Care
11. Renal Care Center
12. Psychiatry/Behavioral Health
13. Cardiac Cath Lab
14. Interventional Radiology

Clinical Nurse Specialist

Areas of Competency

1. Enterostomal
2. Oncology
3. Psychiatry/Behavioral Health
4. Rehabilitation
5. Maternity
6. Neonatal
7. Pediatrics

Staff Developer

Areas of Competency

1. Medical/Surgical
2. Rehabilitation
3. Neonatal Intensive Care, Pediatrics, Pediatric Intensive Care
4. Critical Care
5. Labor and Delivery
6. ~~Mother Infant Care Center (MICC)~~ Family Baby Unit (FBU)
7. Operating Room
8. Ambulatory Care
9. Psychiatry/Behavioral Health

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- 10. General
- 11. Sexual Assault Forensic Exam (SAFE)

Infection Control Nurse

Area of Competency

- 1. Infection Control

Nurse Coordinator

Areas of Competency

- 1. HIV/AIDS Services
- 2. Diabetes Patient Education
- 3. Dialysis
- 4. Nursing Information Systems
- 5. Epic
- 6. Psychiatry/Behavioral Health, Drug and Alcohol
- 7. Comprehensive Perinatal Services Program (CPSP)
- 8. Endoscopy
- 9. Sexual Assault Forensic Exam (SAFE)
- 10. ~~Mother Infant Care Center (MICC)~~ Family Baby Unit (FBU)
- 11. Lactation
- 12. Cardiovascular
- 13. Anticoagulant
- 14. Homeless Program
- 15. Oncology
- 16. Nursing Quality
- 17. Specialty Complex Care
- 18. Urology
- 19. Primary Care
- 20. Ambulatory Quality Care
- 21. Surgical Specialties
- 22. Orthopedics
- 23. Pediatric Specialties

Clinical Nurse I/II/III

Areas of Competency

- 1. Medical-Surgical Units  
(~~1 Medical, 2 Medical~~, 2 Surgical,  
  
3 Surgical, 4 Surgical, 4 Medical and 6 Medical)  
~~Admission Discharge Transfer (ADT) Nurse~~  
Express Admission Unit (EAU)
- 2. Rehabilitation  
(3 Acute Rehabilitation (3ARU),

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- 3 Respiratory Rehabilitation Unit (3RRU),  
4 Acute Rehabilitation (4 ARU))
3. Neonatal Intensive Care Unit,  
Pediatrics, Pediatric Intensive Care Unit
  4. Adult Intensive Care Units (IICU, MICU, TICU, CCU, SICU),  
Burn Unit, Emergency Department
  5. Resource Nurse (Rapid Response Team nurses or RRT nurses) and PICC  
Nurse
  6. Cardiac Cath Lab
  7. Interventional Radiology
  8. Ambulatory Surgery Post Anesthesia
  9. Progressive Care Unit
  10. Labor and Delivery
  11. Family Baby Unit (FBU)~~Mother-Infant Care Center (MICC)~~
  12. Operating Room
  13. Ambulatory Care
  14. Renal Care Center
  15. Psychiatry/Behavioral Health, Drug & Alcohol
  16. Sexual Assault Forensic Exam (SAFE)
12. Coded Float:  
Competency areas for coded float nurses are determined based upon the greatest percentage of assignments within Appendix B, Clinical Nurse I, II, III Areas of Competency 1-14 in the preceding twelve (12) months. In the event of a layoff, those coded floats determined to be competent in the area being laid off will be included in the layoff process.

Psychiatric Nurse I/II

Area of Competency

1. ~~Psychiatry/Behavioral Health, Drug & Alcohol~~

Nurse Practitioner

Area of Competency

1. Family
2. Adult
3. Neonatal Care
4. Pediatric
5. Women's Health
6. Gerontology
7. Psychiatry/Behavioral Health
8. Oncology

B.2 - Classifications at Custody Health Services

Staff Developer

Area of Competency:

1. Custody Health

Clinical Nurse I/II/III

Area of Competency

1. Custody Health

B.3 - Classifications at O'Connor Hospital:

Assistant Nurse Manager

Areas of Competency:

1. Medical Surgical Units (Neurosurgery, Oncology, Infusion Center)  
~~Intermediate Care Transitional Unit (ICTU)~~
2. Rehab (Wound Care)
3. NICU/Pediatrics
4. Medical Intensive Care Unit (ICU)
5. PACU
6. ASU/Endo
7. OR
8. Employee Health
9. Labor & Delivery (L&D)
10. Mother Baby (MB)
11. Emergency Department (ED)
12. ~~Progressive Care Unit (PCU)~~

Staff Developer

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Areas of Competency:

1. Medical Surgical/Telemetry
2. Critical Care
3. Surgical Services (OR, PACU, Endo, ASU)
4. Family Center (L&D, MB, ~~Peds~~/NICU)
5. Emergency Department (ED)
6. General Education
7. Progressive Care Unit (PCU)

Infection Control Nurse

Areas of Competency:

1. Infection Control

Nurse Coordinator

Areas of Competency:

1. Wound Care/Education
2. Lactation
3. Informaties Birth Center (L&D, MBU, NICU)
4. Nursing Quality

Clinical Nurse I/II/III -

Areas of Competency:

1. Intermediate Care Transitional Unit (ICTU)  
~~Medical-Surgical Units~~  
~~(Neurosurgery, Acute Oncology, Infusion Center)~~  
~~Sub-Acute~~
2. ~~Pediatrics~~
3. Mother Baby Unit (MB)
4. Labor and Delivery (L&D)
5. NICU
6. Post Anesthesia Care Unit (PACU)
7. Ambulatory Surgery Unit (ASU)  
Endoscopy
8. Operating Room (OR)
9. Cardiac Cath lab  
Interventional Radiology (IR)  
Nuclear Medicine
10. Emergency Department (ED)
11. Intensive Care Unit (ICU)  
Rapid Response Team
12. Rehab (Wound Care)
13. Dialysis\*
14. Medical-Surgical Units  
Infusion Center

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Neurosurgery  
Acute Oncology  
Sub-Acute

15. Coded Float:

Competency areas for coded float nurses are determined based upon the greatest percentage of assignments within Appendix B, Clinical Nurse I, II, III Areas of Competency 1-14 in the preceding twelve (12) months. In the event of a layoff, those coded floats determined to be competent in the area being laid off will be included in the layoff process.

\*Dialysis nurses can claim ICU competencies

B.4 - Classifications at St. Louise Regional Hospital:

Assistant Nurse Manager:

Areas of Competency:

1. Surgery
2. Intensive Care
3. Medical-Surgical
4. Progressive Care Unit (PCU)
5. Emergency Department (ED)

Nurse Coordinator:

Areas of Competency:

1. Wound Care
2. Quality Assurance

Staff Developer

Areas of Competency:

1. General
2. Critical Care  
Clinical Nurse I/II/III  
Areas of Competency:
  1. Intensive Care Unit (ICU)
  2. Emergency Department (ED)
  3. Medical-Surgical Unit
  4. Intra-Operative  
Pre-Operative  
Special Procedures  
Post Anesthesia Care Unit (PACU)
  5. Labor and Delivery (L&D)  
Post-Partum
  6. Wound Care

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Infusion Center

**7. Progressive Care Unit (PCU)**

B.5 - Areas of Competency Not Covered

If an area is not covered by this appendix, the parties shall meet and confer on the related areas of competency.

B.6 - Certifications and Specialty Skills

The County may retain less senior nurses or nurses in a lower class who have certifications or specialty skills as designated:

1. Chemotherapy Certification on 6 Medical and Infusion Center
2. Open Heart qualified in SICU
3. Intra-aortic Balloon Pump (IABP) Certification in the CCU
4. Cardiac Cath Lab qualified in the Cath Lab
5. Informatics Nurse Certification for Nursing Information Systems Nurse Coordinator positions
6. Epic Certification for Epic Nurse Coordinators.

Appendix C  
Per Diem and Extra Help Nurses

**County proposing CCL to all sections except #2, #3, #10**

1. Per Diem (PD) and Extra Help (EH) Nurses are appointments to non-permanent positions established to meet peak load or other unusual work situations.

PD and EH nurses may access sccjobs.org and complete job interest notification(s) to be notified of coded nursing positions that are being posted on an open/competitive basis.

2. PD nurses hired into eight (8) hour shifts are required to be available to work at least ~~six (6)~~ eight (8) shifts a month, two of which shall be weekend shifts (if applicable). PD nurses hired into shifts longer than eight (8) hours are required to be available to work at least ~~four (4)~~ six (6) shifts a month, two of which shall be weekend shifts (if applicable). Four (4) weekend shifts per month may be approved as an alternate schedule to the ~~six (6)~~ eight (8) shifts per month work requirement.

Each PD and EH nurse must be available to work one of the three major holidays: Thanksgiving, Christmas, or New Year's Day on a rotating basis. Christmas Eve and New Year's Eve will be considered as meeting the holiday requirement for the evening shift. When assigned and worked, extra help and per diem nurses shall be paid at time and one half for all hours worked on the three major holidays as noted above.

3. EH nurses are required to be available to work a minimum of four ~~four (4)~~ six (6) per month, one of which will be a weekend shift.
4. Each PD and EH nurse is expected to float to units within their like area(s) as set forth in Section 8.14 (b), however PD/EH nurses are not eligible for the premium pay.
5. No nurse may receive pay in an extra help capacity in the same classification in the same department for more than 1,040 hours in any fiscal year, unless otherwise approved by the Board of Supervisors.
  - a. Should an extension of hours be requested, the County shall provide RNPA at least twenty (20) days' notice in advance of the scheduled Board of Supervisors meeting. RNPA shall respond

- within five (5) days of receipt of notice to request to meet and discuss or such request is deemed to have been waived.
- b. If a request to meet is made, the County and RNPA shall meet and discuss for not more than five (5) working days. If concerns are not alleviated or agreement not reached, the County may proceed.
  - c. The Board of Supervisors may proceed without meeting should they determine circumstances justify urgent action. Reasonable advance notice will be provided to the notice with intention to proceed on such basis.
6. Nurses who work as PD or EH shall be compensated on an hourly basis in accordance with the provisions of the County of Santa Clara Salary Ordinance Section B. (3).
  7. Overtime is defined as time worked beyond eighty (80) hours on a bi-weekly pay period, or beyond eight (8) hours in any work day except as mutually agreed upon between the County and the Association. Compensation for regular overtime shall be paid in cash at the rate of one and one-half (1 ½) times the regular hourly rate. Compensation for continuous shift overtime shall be paid in cash at the rate of one and one-half (1 ½) times the regular hourly rate for the first four (4) hours of overtime contiguous to the regular shift of a minimum of eight (8) hours and two (2) times the regular hourly rate for any additional hours worked.
  8. PD or EH nurses may elect to work an alternate work day of ten (10) or twelve (12) hour shift with mutual agreement of the nurse and management. This schedule shall be a voluntary/optional alternative to an eight (8) hour work day assignment. A PD or EH nurse working an alternate 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 the alternate ten (10) or twelve (12) hour shift, shall be subject to overtime provisions (Appendix C, #7).
  9. **Place holder to update any changes made to the main portion of the MOA.** PD and EH nurses shall be subject to all provisions 8.15
  10. The appointing authority may assign on-call duty to unclassified extra help (EH) and per diem (PD) nurses, subject to approval by the County Executive or their designee, when classified staff are not available to be on-call. As used in this section, "on-call" shall have the same definition contained in 8.6(a). The rate of pay shall

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be one hundred dollars (\$100) for each eight (8) hour shift, or substantial portion thereof, when assigned on-call under this section.

EH and PD nurses understand that coded nurses will be given preference over EH and PD nurses for applicable on-call shifts, with exception for Sexual Assault Forensic Examination Department (SAFE), where coded, EH, and PD nurses will be given equal preference.

11. Each PD and EH nurse will be evaluated annually. The evaluation shall consist of a comparison of the nurse's performance against written standards established by Management for:

- 1) Work Unit competencies;
- 2) Job classification;
- 3) Unit role expectations;
- 4) Any appropriate legal or regulatory requirements.

The County and RNPA shall meet within 90 days of agreement to discuss options in assisting extra help and per diem nurses achieve employment in coded positions. Discussions shall include training for assisting extra help and per diem nurses be successful in the testing process and job advancement skills.

The County commits to train managers and supervisors on the effective use of eligible lists, filling temporary vacancies and using the recruitment process including the use of selective certification and alternatives to extra help and per diem including Provisional and Substitute Provisional appointments.

A PD nurse is eligible for and may request a performance salary increase, contingent upon achieving a rating of standard or above in all categories of the performance evaluation and provided that they have worked a minimum of 1,040 hours since the last performance increase. An evaluation used for salary increase shall not be older than 90 days. Each PD nurse may only receive one performance salary increase within a one year time frame.

12. The parties acknowledge the value of permanent positions in maintaining quality of patient care while recognizing the need to use an appropriate staffing mix. The staffing mix accounts for flexibility and fluctuations based on peak loads and unusual work situations.

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On a monthly basis the County shall provide the Association with a list of all RNPA represented PD and EH nurses' names, classification, department and hours worked. Each year during the month of July, the County shall provide the Association with a summary of all RNPA represented PD and EH hours by name, classification, department, cost center, and hours for the entire preceding fiscal year.

On a quarterly basis the County shall provide the Association with a report on the aggregate staffing mix of permanent, extra help and per diem.

13. The County and the Association shall meet on a quarterly basis during the term of the agreement to review and discuss the use of PD and EH nurses.
14. Sick Leave Policy for Non-Coded Employees  
Extra Help and Per Diem nurses are entitled to Sick Leave pursuant to AB 1522 and the County's Sick Leave Policy for Non-Coded Nurses.

## **Sections 8.12 and 8.13 Package Proposal**

**Rejection in part or as a whole reverts back to CCL for both sections.**

### ~~Section 8.12 – Weekend Off Provision~~

~~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 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~~

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~~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

A weekend differential of ~~three~~ six dollars ~~and twenty-five cents~~ (~~\$3.00~~ 6.25) per hour will be paid to Registered 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 RN'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).

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.

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## Article X – Management Rights

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees; take disciplinary action; or for other legitimate reasons; determine the methods, means, and personnel by which the County's operations are to be conducted; and to reorganize any County department during the term of this Agreement. However, County shall, at the earliest time possible, meet and confer with the Association on the bargainable impacts of any decision to reorganize when such issues are not covered by the Merit System Rules, this Agreement, or any other existing policy, practice or rule.

Unless explicitly abridged by an express provision of this Agreement, nothing herein shall be interpreted as interfering with the County's right to determine and direct the policies, modes, and methods of providing care and services to patients, to determine appropriate staffing levels, to decide the number of employees that may be assigned to any shift or job, or the equipment to be employed in the performance of such work, to employ registry or traveling nurses when necessary to supplement staffing, or to determine the number, location, and types of facilities, and modify, change, or rescind any reasonable hospital work rules. The County has the right to promulgate reasonable rules and regulations pertaining to the employees covered by this Agreement, so long as these rules and regulations or any of the other rights in this Article do not conflict with any term or condition of this Agreement.

The County shall have no duty to bargain with the Association over the exercise of the management rights set forth in this section.

From: SCCo To RNPA XX, 2023

This proposal includes all previous proposals unless specifically modified herein.

All TAs subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

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