



March 5, 2024

Via Electronic Mail Only

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Re: RNPA COMPREHENSIVE PACKAGE PROPOSAL

Dear Dania & Cynthia:

Thank you for the continuing efforts of the County's negotiating team to work with RNPA to reach a successor memorandum of understanding. Enclosed please find a revised comprehensive package proposal that RNPA hopes the parties can reach agreement on as the basis for a new MOU.

The package proposal contains a significant change in our base wage proposal and movement in several other areas. RNPA remains concerned that County-employed registered nurses are falling further behind in their compensation and benefits as compared to other major Santa Clara County hospitals. We reattach Sarah Zimmerman's comprehensive 27-page salary survey, which RNPA first presented to the County on December 21, 2025.

We also attach a recent communication with Labor Relations Director Matthew Cotrell, which explained our concerns with the County's salary survey.

We will explain the other changes in our proposal when we meet.

Very truly yours,

MESSING ADAM & JASMINE LLP

A handwritten signature in blue ink, appearing to read "Gregg McLean Adam".

Gregg McLean Adam

00146765-4

RNPA March 5, 2024 Package Proposal

Package proposal: Rejection of any part of proposal by the County is a rejection of entire package.



List of Provisions:

1. Article 4 – Official Representatives and Negotiations Committee
2. Section 7.2 – Basic Pay Plan
3. Section 8.2 – Overtime Work
4. Section 8.9 – Shift Differentials
5. Section 8.11 – Charge Nurse Differential
6. Section 8.14 – Float Differential
7. Section 8.17 – Hazard Duty
8. Section 8.22 - National Certification Pay
9. Section 8.23 – Preceptor/Clinical Partner Role and Pay Differential
10. Section 8.24 – Cardiac Nurse Specialty Pay
11. Section 11.6 - Educational Leave for Registered Nurses
12. Article 12 – Professional Development and Tuition Reimbursement
13. Section 13.1 – Workers’ Compensation
14. Section 13.4 – Training for Nurses with Disabilities
15. Section 18.12 – Staffing
16. Appendix A – RNPA Salaries
17. Appendix B – Classifications and Areas of Competency for Layoff Purposes Only

****The package proposal includes all signed tentative agreements reached to date.**



ARTICLE 4 - OFFICIAL REPRESENTATIVES AND NEGOTIATING COMMITTEE

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~~ **four** (~~43~~) 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~~ **forty-four** (~~14428~~) hours per pay period and the total for one (1) individual shall not exceed forty (40) hours per pay period. 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.

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.

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.



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.~~

Effective upon ratification, Step 1 and Step 2 of the Clinical Nurse I, and Clinical Nurse II, Clinical Nurse III wage scale shall be eliminated thereby making the entry wage for Clinical Nurse I, Clinical Nurse II and Clinical Nurse III to be at the Step 3 level.

b) Step Two

The second step shall be paid **at the 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 **at the 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 **at the 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 **at the 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 **at the 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, **Assistant Nurse Manager, and Certified Registered Nurse Anesthetist**. The seventh step shall be paid **at the beginning of the first full pay period** after the accumulation of one hundred and thirty-two months (132) of competent service subsequent to attainment of step five of the nurse's current classification.

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

h) Longevity Pay

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

i) Time for Salary Adjustments

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

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

~~1) Effective February 4, 2013, two lower sub-steps below step one shall be established for all classifications at 5% difference between each step. The first sub-step shall be the hiring rate for all new nurses hired on or after February 4, 2013.~~



- 2) ~~Sub step 98 is the minimum rate and shall normally be the hiring rate for the classification. In cases where it is difficult to secure qualified personnel or a person of unusual qualities is engaged, the County Executive may approve the appointment at step 99, one, two, three, four or five.~~
- 3) ~~Sub step 99 shall be paid after the accumulation of twelve (12) months competent service at sub step ninety eight.~~
- 4) ~~Step one shall be paid after the accumulation of twelve months competent service at step ninety nine.~~
- 5) ~~Step two shall be paid after the accumulation of six months competent service at step one.~~
- 6) ~~Step three shall be paid after the accumulation of twelve months competent service at step two.~~
- 7) ~~Step four shall be paid after the accumulation of twelve months competent service at step three.~~
- 8) ~~Step five shall be paid after the accumulation of twelve months competent service at step four.~~
- 9) ~~Sub step 98 and 99 Elimination:~~
~~Sub steps 98 and 99 shall be eliminated effective November 10, 2014.~~
~~Nurses hired on or after February 4, 2013, into sub step 98/99 and who remain in sub step 98/99 on November 10, 2014 shall be placed in step 1 effective November 10, 2014.~~
~~Nurses who remain in sub step 98/99 on or after June 23, 2014, shall receive the difference between sub step 98/99 and step 1 for all hours paid starting from June 23, 2014 through November 9, 2014.~~



Section 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. 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.

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 computed as noted in 1. and 2. below, 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.

3. For nurses regularly assigned to work twelve (12) hour shifts, overtime will be paid for all hours worked in excess of twelve (12) hours in the work day at the rate of two times (2x) the nurse's regular rate.

~~All compensatory time off must be taken~~ **Employees shall make a good faith effort to use compensatory time** 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.~~ **After twelve (12) months, compensatory time that has not been used shall be converted to PTO or be paid in cash at the regular rate.**

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.~~

c) Distribution of Overtime

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



Section 8.9 - 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.
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. **Effective October 28, 2024, Pay Period 24/23, the evening shift differential rate shall be increased to \$6.75. Effective October 27, 2025, Pay Period 25/23, the evening shift differential rate shall be increased to \$7.00.**
2. The hourly rate for night shift differential is \$9.50. **Effective October 28, 2024, Pay Period 24/23, the night shift differential rate shall be increased to \$10.50. Effective October 27, 2025, Pay Period 25/23, the night shift differential rate shall be increased to \$11.50.**
3. The above differentials are paid on productive hours worked only.



Section 8.11 – 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) per hour. **Effective October 28, 2024, Pay Period 24/23, the charge nurse differential rate shall be increased to four dollars (\$4.00) per hour. Effective October 27, 2025, Pay Period 25/23, the charge nurse differential rate shall be increased to four dollars and fifty cents (\$4.50) per hour.**



Section 8.14 – Float Differential

See attached proposal

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RNPA March 5, 2024 Package Proposal

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

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

The Main Jail
Elmwood
JPD Hall

- b) **Critical Care Differential Premium shall only apply to the locked/secured Psychological Care Areas. For purposes of this Agreement, Psychological Care Areas are limited to:** sections of the following facilities

Psychiatric Inpatient
Emergency Psychiatric Services

- c) **Critical Care Differential Premium shall apply to critical and intensive medical areas. For purposes of this Agreement, critical and intensive medical areas are limited to:**

Emergency Department

- d) A premium for ~~Hazard Duty~~ of three dollars (\$3.00) 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), **b) or c).** **Effective October 28, 2024, Pay Period 24/23, the premium for only a) and b) shall increase to three dollars and fifty cents (\$3.50).**

~~These~~ is payments **in paragraph d)** shall be made irrespective of classification, pay level, overtime status, holiday work, or other wage variations. ~~These~~ is ~~hazard duty~~ premiums shall be included in the pay status time of the classifications described in this paragraph.

- ~~e)~~ 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), **b), or c).** **Effective October 28, 2024, Pay Period 24/23, the premium for only a) and b) shall increase to three dollars and fifty cents (\$3.50).**

~~These~~ is payments **described in paragraph e)** 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 **e).** A nurse must work a minimum of thirty (30) consecutive minutes per entry into a work place described in paragraph a), ~~or b), or c)~~ 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.



- ef) ~~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 8.22 - 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. **Effective October 28, 2024, Pay Period 24/23, annual compensation shall be increased to four hundred dollars (\$400.00) and 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) 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. **Effective October 28, 2024, Pay Period 24/23, the preceptor differential rate shall be increased to two dollars fifty cents (\$2.50) per hour. Effective October 27, 2025, Pay Period 25/23, the preceptor differential rate shall be increased to two dollars and seventy-five cents (\$2.75) per hour.** 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. **Effective October 28, 2024, Pay Period 24/23, the specialty pay rate shall be increased to three dollars (\$3.00) per hour for such assignment. Effective October 27, 2025, Pay Period 25/23, the specialty pay rate shall be increased to three dollars and fifty cents (\$3.50) per hour for such assignment.** This specialty pay shall not be included for the purposes of computing overtime rate and shall not be allowed in computing payments at time of termination. Nurses who are being trained or precepted as a heart nurse are not included in this section. Specialty pay for clinical nurses will only be paid for actual time spent in the OR performing cardiac procedures (such as, but not limited to, open heart procedures). In order to be paid this differential, the clinical nurse must maintain a current Advanced Cardiac Life Support (ACLS) certification and have completed six (6) Continuing Education Units (CEU) related to their area of specialty (cardiac nursing) each year. Clinical nurses must submit the CEU certificates to the Operating Room Nurse Manager by the end of each calendar year to be paid the differential for the following year. Clinical Nurses who fail to maintain their ACLS certification and/or fail to submit their CEU certifications to the Operating Room Nurse Manager shall not receive this specialty pay until all requirements are met.



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 **request** falls on the nurse's day off, the nurse shall select one of the following:
 1. **The education time will be charged to educational leave at the rate of one (1) hour for each contact hour completed, and the nurse will be paid their base salary hourly rate for the hour(s) charged, or**



2. 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.~~
- h) Participation in the Registered Nurses Unit educational leave program shall not alter the RN's nurse's right to benefits included in the Professional Development Fund Section of this Agreement.
- i) The County shall provide three (3) courses approved by the Board of Registered Nursing for continuing educational credit, provided qualified instructors are available and interested. The County is under no obligation to hire additional instructors.
- j) Educational leave for homestudy courses will be paid at the rate of one (1) hour for each contact hour completed. A copy of the certificate verifying successful completion is required for educational leave to be paid **and shall be presented for payment by the nurse within one (1) month from the date the hours were earned.**
- k) As long as the nurse has sufficient accrued educational leave, all homestudy courses and continuing education courses certified by the BRN and accredited by the State of California for re-licensure qualifies for education leave unless otherwise determined by the BRN.**
- l)** Educational leave granted for homestudy courses shall not be counted toward the base period in calculation of overtime.



ARTICLE 12 - PROFESSIONAL DEVELOPMENT AND TUITION REIMBURSEMENT

Section 12.1 - Professional Development Fund

a. General

The County will fund, on a matching basis, up to four hundred thousand dollars (\$400,000) per fiscal year for education and professional development, California Board of Registered Nursing (BRN) Registered Nurse licensure, certification and recertification in a nursing specialty, and for education, and shall maintain a educational reimbursement program administered at the County level for the term of this Agreement.

Funds not used for any period shall be carried over for use in the next period.

Pay period 24/23 the professional development fund will receive a fifty thousand (\$50,000) increase.

Pay period 25/23 the professional development fund will receive an additional fifty thousand (\$50,000) increase.

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.

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~~ **one thousand eight hundred** (\$400 **1800.00**) 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, and Certified**



Registered Nurse Anesthetist the matching cap is ~~one thousand two hundred two thousand six hundred (\$1,200-~~**2600.00**) 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.
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 **(Nurse Practitioners and Clinical Nurse Specialists) and Certified Registered Nurse Anesthetist** 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.

eb) Group

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RNPA March 5, 2024 Package Proposal

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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.
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 Usage

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~~

~~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 **currently** available for the term of the Agreement **in the Professional Development and Tuition Reimbursement Fund.**~~

b-c) 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.

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



d e) Reimbursement

Total reimbursement for each nurse participating in the program **will not exceed individual usage amounts.** ~~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 **submission of proof of cost, proof of payment, and proof of completion. Nurses must submit claim within 60 days from the event end date for reimbursement presentation of a receipt showing such payment has been made.**

e f) 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 **Professional Development** ~~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.

~~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.~~



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.

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 13.4 - Training for Nurses With Disabilities

- a) ~~Vocational Rehabilitation~~ **Job Displacement Benefit**
~~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.~~
Injured workers may be entitled to supplemental job displacement benefits, if any, subject to California Workers Compensation law.
- 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."
- 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.~~

hg) State Legislation Authority

~~The provisions of this Section shall not apply if State legislation removes from the County the control of training for disabled employees. **This Agreement does not address, change, or otherwise impact California Workers Compensation law.**~~



ARTICLE 23 - TERM OF AGREEMENT

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~~ **October 29, 2023** to and including October 29, 202~~6~~3 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, 202~~6~~3, or any subsequent October 29, of its desire to terminate this Agreement or amend any provision thereof .



APPENDIX A – RNPA SALARIES

Effective October 30, 2023, all salaries in Appendix A of the RNPA MOU shall be increased by 5%.

Effective October 28, 2024, all salaries in Appendix A of the RNPA MOU shall be increased by 5%.

Effective October 27, 2025, all salaries in Appendix A of the RNPA MOU shall be increased by 5%.



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

See attached proposal.



APPENDIX C – PER DIEM AND EXTRA HELP NURSES

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) 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) 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) 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 (4) shifts 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. PD and EH nurses shall be subject to all provisions of Article 1; Article 2; Sections 3.1, 3.2, 3.4, 3.5; Article 4; **Article 5.12**; Section 6.3, ~~6.5~~; Sections 7.1, 7.6, 7.7; Sections 8.3, 8.4, 8.5, 8.9, 8.14 a) 8.14 b) (except for differential), ~~8.16~~, **8.15**, 8.17, Section **13.1**, 13.7; Article 14; Article 16; Article 17; Sections 18.2, 18.3, 18.4, 18.5, 18.9, 18.10, 18.11, 18.12 (except for e), 18.13; Article 19; Article 20; Article 21; Article 22 and Article 23, Appendix A and C of the Agreement between the County and RNPA.
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 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.
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.

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.

15. Sexual Assault Response Team

Sexual Assault Forensic Examiner nurses in the extra help or per diem classifications assigned to Santa Clara Valley Medical Center's Sexual Assault Forensic



Examination Program (SAFE) and designated on scheduled assignment status on a weekday, weekend, or holiday on-call shift shall be compensated at a rate of one-half (1/2) of the regular base rate of pay for each hour on scheduled assignment status. Any on-call hours on scheduled assignment status shall not count against the 1,040 hours per fiscal year cap for per diem or extra-help employees, until they are actually called in to work.

Sexual Assault Forensic Examiner nurses in the extra help or per diem classifications assigned to Santa Clara Valley Medical Center's Sexual Assault Forensic Examination Program (SAFE) and called to perform Sexual Assault Forensic Examiner duties while on a scheduled on-call assignment status on a weekday, weekend, or holiday shift shall be compensated at time and one-half (T ½) of the regular base rate of pay for actual hours worked to a minimum of four (4) hours. Any hours spent on the performance of the forensic exam shall count against the 1,040 hours per fiscal year cap for per diem or extra-help employees.

~~Sexual Assault Forensic Examiner nurses in the extra help or per diem classifications assigned to Santa Clara Valley Medical Center's Sexual Assault Forensic Examination Program (SAFE) shall be entitled to receive Preceptor Pay (Section 8.23) when assigned by management to a shift that management determines will require the performance of preceptor duties.~~