

Registered Nurses Professional Association
OF SANTA CLARA COUNTY



**MEMORANDUM
OF
UNDERSTANDING**

County of Santa Clara



May 14, 1990 - May 10, 1992

1991

JANUARY

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AGREEMENT
between
COUNTY OF SANTA CLARA
and
REGISTERED NURSES PROFESSIONAL ASSOCIATION

MAY 14, 1990 THROUGH MAY 10, 1992

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PREAMBLE

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

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

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

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

S89	Clinical Nurse I
S76	Clinical Nurse II
S75	Clinical Nurse III
S74	Clinical Nurse IV
S73	Clinical Nurse V
S58	Psychiatric Nurse I
S57	Psychiatric Nurse II
S52	Psychiatric Nurse III
S81	Administrative Nurse I
S56	Assistant Head Psychiatric Nurse
S59	Psychiatric Nurse Consultant

ARTICLE 2 - NO DISCRIMINATION

Section 2.1 - Employment

Neither the County nor the Association shall discriminate (except as allowed by law) against nurses because of race, age, sex, color, physically disabled, creed, national origin, religion, Association activity, affiliations, political opinions, or sexual preference.

Section 2.2 - Association Affiliation

Neither the County nor the Association shall interfere with, intimidate, restrain, coerce or discriminate against any nurse in the nurse's free choice to participate or join or refuse to participate or join the Association.

Section 2.3 - Affirmative Action

The County and the Association agree to cooperate to achieve equitable representation of women and minorities at all occupational levels designated by Federal, State and County Affirmative Action goals and timetables, as adopted by the Board of Supervisors.

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ARTICLE 3 - ASSOCIATION SECURITY

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

Nurses covered by this Agreement who have authorized Association dues deductions as of date of signature of this Agreement shall continue to have such deductions made by the County during the term of this Agreement, except that such nurses may terminate such dues deductions during the month of February pursuant to paragraph (c) of this Section.

b) Condition of Employment

Each person employed during the term of this Agreement shall at the time of employment and as a condition of employment execute an authorization for the payroll deduction of Association dues or of a service fee equivalent to Association dues on a form provided by the Association and shall continue said authorization in effect, except that such nurses may terminate such dues deductions pursuant to paragraph (c) of this Section.

c) Revocation

A nurse may terminate authorization for Association dues or service fee deduction by giving notice thereof to the County Controller by individual letter deposited in the U.S. Mail (1) within the last ten (10) working days in the month of February prior to the expiration of the Agreement, or (2) within the first ten (10) working days following the date of first employment, whichever applies. If the cancelled letter is not postmarked, it must be received and date stamped within the time limits specified in (1) or (2) above.

The County shall promptly forward a copy of the letter of revocation to the Association.

A nurse who revokes deductions during the month of February shall have the deduction removed on the first pay period in April.

A nurse who revokes deduction within ten (10) working days following the date of first employment shall have the deduction removed following the receipt of the notification by the County.

d) 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.

e) Leaves of Absence

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

Section 3.3 - Other Deductions

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

Section 3.4 - Association Notices and Activities

a) Bulletin Boards

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

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

b) Distribution

The Association may distribute material to nurses in its representation unit through normal channels.

c) Visits by Association Representatives

Any Representative of the Association shall give notice to the Department Head or designated representative when 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, 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 resignation, probationary release, provisional release, miscellaneous release, dismissal, retirement, death, layoff.

Section 3.5 - New Nurse Orientation

The Association shall be allowed a Representative at County-wide orientations for new nurses or departmental orientations where they are held in place of County-wide orientations. Such Representative shall be allowed twenty (20) minutes to make a presentation and answer questions to nurses in classifications represented by their organization. The Association may present packets to represented nurses at orientation, such packets being subject to review by the County. The County or department, where appropriate, will notify the Association one (1) week in advance of such orientation sessions.

Section 3.6 - 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.

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 (3) Official Representatives at any given time shall be allowed thirty-two (32) hours of release time each pay period. Hours of release time may accumulate up to a maximum of one hundred and twenty-eight (128) hours. 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 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 five (5) Official Representatives for the Registered Nurses Unit. The County agrees to release five (5) 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 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.

ARTICLE 5 - LAYOFF

Section 5.1 - Seniority Defined

Except as otherwise provided in Sections 5.2, 5.6 and 6.8 of this Agreement, seniority for purposes of layoff is defined as length of continuous paid employment within a coded classification with the classified service of the County. Seniority shall be retained, but shall not accrue, during any period of leave without pay.

Section 5.2 - Transfer of Prior Agency Service

If a function of another agency is transferred to the County, the seniority of nurses who transfer with the function shall be computed, based upon application of the definition of Section 5.1, to each nurse's prior service with the other agency.

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

When one (1) or more nurses performing in the same class in a County Department/Agency are to be laid off, the order of layoff in the affected Department/Agency shall be as follows:

- a) Provisional nurses in inverse order of seniority.
- b) Probationary nurses in inverse order of seniority.
- c) Permanent nurses in inverse order of seniority.

Section 5.5 - Notice of Layoff

Nurses subject to the provisions of this Article shall be given at least twenty (20) working days' written notice prior to the effective date of layoff. The Association shall receive concurrent notice, and upon request, shall be afforded an opportunity to meet with the County to discuss the circumstances requiring the layoff and any proposed alternatives. The procedures of Section 5.6 shall be applied prior to the effective date of the layoff.

Section 5.6 - Reassignment in Lieu of Layoff

- a) Vacant Code in County
In the event of notice of layoff, any nurse so affected will be allowed to transfer to a vacant position in the same classification in any County Department/Agency.
- b) Former Classification
In the event there are no vacant codes in the same classification in any Department/Agency, a nurse will be offered a vacant position in any classification at the same or lower level in which permanent status had formerly been held, first in the affected Department/Agency and then County-wide. Upon entry into such vacancy, total service shall be computed as in Section 5.6(c).

c) Displacement

In the event there are no vacancies as listed in (a) or (b), the nurse shall have the right, upon request, to be returned to any classification in the Department/Agency at the same or lower level in which permanent status had formerly been held and the regular layoff procedure in that same or lower level shall apply. For the purpose of computing total service in the new class, the nurse shall be given credit for all time served in the class which the nurse is leaving, plus any time previously served in the class to which the nurse is being returned.

Section 5.7 - Layoff

In the event that a nurse is not reassigned in lieu of layoff as in Section 5.6, the nurse shall be laid off. If a nurse elects not to exercise the rights in Section 5.6(c), the nurse may be deemed to have been offered and to have declined such work.

Section 5.8 - Re-employment List

The names of such probationary and permanent nurses reassigned or laid off in accordance with Sections 5.6(b), 5.6(c) or 5.7 of this Article shall be entered upon a re-employment list in inverse order as specified under Section 5.4. The person standing highest on a re-employment list for a particular classification when a vacancy exists in that classification in any Department/Agency shall be offered the appointment. Nurses on re-employment lists shall retain the right to take promotional exams and/or receive promotional preference on exams.

Section 5.9 - Temporary 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 temporary work shall be given preference for such work in their former Department/Agency in the classification from which they were laid off. The election to be available for temporary work must be made at the time of layoff. Employees may decline to be available for temporary work or may decline such work itself without affecting any rights under this Article.

Section 5.10 - 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 5.11 - 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.

Section 5.12 - 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, a nurse may be allowed an orientation to an unfamiliar unit.
- c) Volunteers shall be requested to take time-off by using PTO, comp. time or leave without pay.
- d) If there are insufficient volunteers, however, layoffs shall be by inverse seniority.

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 or registry, RN to the unit on that shift when this section is implemented.

ARTICLE 6 - PERSONNEL ACTIONS

Section 6.1 - Probation

- a) Each new nurse hired on or after May 19, 1986 shall serve a probationary period of nine (9) months. 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 704(e), 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 two (2) steps, the first step (where possible) being at a level above the immediate supervisor; and the second step being at the Department/Agency level. The review process shall proceed promptly after a request is received. The first step decision shall be in writing within fifteen (15) days of the hearing. If the nurse wishes to pursue second step review, a written request shall be made within ten (10) working days of the first step decision or it is waived. The Department/Agency Head, or designated representative, shall hear and make a decision in writing within fifteen days of the hearing at the second step.

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 15 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 for each nurse. The Department 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.

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.
- 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.

Section 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. Documentation of such 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.

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) working days of the County's knowledge of the occurrence or incident which is the subject of this report. Provided no additional report 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). 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.

Section 6.9 - Transfers and Job Opportunities

Valley Medical Center and the Health Department shall establish a system to facilitate transfers and career mobility of Registered Nurses. A list of all transfer opportunities and all special assignment positions created within the existing job specifications for Registered Nurses within the Valley Medical Center will be posted on a

bulletin board outside the Nursing Office and the Cafeteria on a biweekly basis. The Health Department shall institute a transfer request career system whereby nurses will be notified of vacancies in which they have indicated interest. Nurses may arrange for interviews during work time with prior notification to their direct supervisor. Supervisors shall interview all interested candidates. Candidates from the Health Department must respond within the time limits listed on the transfer card. Nurses on leave or vacation may make prior arrangements to receive notification of specific openings by mail.

ARTICLE 7 - PAY PRACTICES

Section 7.1 - Salaries

Effective on the dates listed all salaries shall be as listed in Appendices A and B 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 or third step, and with the approval of the Board of Supervisors at the 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 lists positions hired above the first salary step.

b) Step Two

The second step shall be paid after the accumulation of six (6) months of competent service at the first step.

c) Step Three

The third step shall be paid after the accumulation of twelve (12) months of competent service at the second step.

d) Step Four

The fourth step shall be paid after the accumulation of twelve (12) months of competent service at the third step.

e) Step Five

The fifth step shall be paid after the accumulation of twelve (12) months of competent service at the fourth step.

f) 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.

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 five percent (5%) 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 five percent (5%) or more the salary shall be adjusted to the step in the new range which provides for five percent (5%) 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.
- 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.

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
Nurses filling part-time positions of half time or more shall have all benefits prorated. If an individual chooses to be covered by the Health, Dental and Life Insurances they shall have the appropriate proportionate amount deducted from their pay.

Nurses who become part-time nurses as a result of a layoff from full-time will continue to receive full-time benefits until such time as they are offered a full-time position in their current classification or higher.

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

When a nurse is temporarily assigned work out of classification to a vacant position, the nurse will receive pay consistent with the promotional pay procedure as set forth in Article 7.3 only when the assignment is made for a period of fifteen (15) consecutive calendar days or more. 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.

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.

d) 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 one (1) working day after written notification of discrepancy to Finance. This provision is to cover only those discrepancies above a net twenty-five dollars (\$25.00).

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 payback of overpayments totalling more than \$200.00, the County shall notify the Association prior to implementing repayment action.

Section 7.7 - Automatic Check Deposit

The County shall continue to maintain an automatic check deposit system for nurses' use during the term of this Agreement.

Section 7.8 - Performance Pay Step

Effective August 8, 1988 a Performance Pay Step shall be established at approximately five percent (5%) above step five for the existing classifications of Clinical Nurse III, IV, V and Psychiatric Nurse II and III.

Clinical Nurse III's, IV's, V's and Psychiatric Nurse II's and III's who have completed three (3) years (36 months) of service at step five of Clinical Nurse III, IV, V or Psychiatric Nurse II and III shall be considered eligible for appointment to the Performance Pay Step. Appointment to the Performance Pay Step for eligible Clinical Nurse III's, IV's, V's and Psychiatric Nurse II's and III's shall be at the discretion of the Director of Nursing at Valley Medical Center and the equivalent position at the Health Department.

Prior to appointment by the Director of Nursing, the nurse must have received a minimum rating of satisfactory on the nurse's annual evaluation except that if the annual evaluation has not been received within the last ninety (90) days a separate evaluation shall be required.

Adjustment to the Performance Pay Step shall occur on the first day of the pay period following the approval of the Director of Nursing and receipt of the completed evaluation.

ARTICLE 8 - HOURS OF WORK, OVERTIME, PREMIUM PAY

Section 8.1 - Hours of Work

Eight (8) hours' work shall constitute a full day's work and forty (40) hours' work shall constitute a full week's work unless otherwise provided by law, code or other agreement. Nurses 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).

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 work day 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.

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.

c) Distribution of Overtime

Overtime work assignments shall be distributed among nurses in the same classification and applicable work unit as equally as practicable. Overtime work required beyond the regular eight (8) hour, ten (10) hour or twelve (12) hour duty shift shall be offered first to the regular nurses who normally work such assignments.

Section 8.3 - Meal Periods

a) Length

Nurses 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 work day. Nurses required to be at work stations 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 during their next regular work shift or the meal reimbursement is waived.

c) County Facilities

Whenever the duties or responsibilities of any County nurse require the nurses 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

All nurses 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.

Section 8.5 - 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 washup purposes.

Section 8.6 - 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

Beepers shall be provided to all nurses when placed on on-call status.

Section 8.7 - Call-Back Pay

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

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

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

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

Section 8.8 - 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 \$2.00.
2. The base hourly rate for night shift differential is \$3.50.
3. The above differentials are paid on productive hours worked only.
4. Those Registered Nurses who as of October 4, 1981 work at either the East Valley, South Valley, Poison Control Unit, or the Emergency Room Walk-In Clinics for six (6) hours on the P.M. shift shall receive three dollars and ten cents (\$3.10) per shift in lieu of the shift differential described above for the length of their assignment in the specified unit.

Section 8.9 - Split Shift Pay

A nurse who is performing services upon a split shift shall be paid an additional three dollars (\$3.00) per day. "Split Shift" is defined as eight (8) hours of work which are not completed within any nine (9) consecutive hours in a work day.

Section 8.10 - 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 one dollar and thirty-five cents (\$1.35) per hour.

Section 8.11 - 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 commencing with the weekend of July 3-4, 1982. The County guarantees that such nurses at Valley Medical Center and in the Psychiatric

Inpatient Unit of the Health Department will not be required to work more than twenty-six (26) weekends per year. Nurses working in other units of the Health Department will not be required to work more than twenty-eight (28) weekends per year. If the County requires a nurse to work more than two (2) consecutive weekends, or more than twenty-six (26) or twenty-eight (28) 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.

Section 8.12 - Weekend Shift Differential

Effective May 28, 1990 (pay period 90/12) a weekend differential of one dollar (\$1.00) 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., 11:15 p.m. on Friday) and terminate at the end of his/her regularly scheduled shift on Sunday (i.e., 7:15 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 8.13 - Float Differential

a) Each nurse will only float within areas as follows:

1. Medical-Surgical Units (2m, 3c, 4c, Neurosurgery)
2. Newborn ICU
Pediatrics
Pediatric Intensive Care Unit
3. Adult Intensive Care Units
Burn Unit
Transitional Care Unit (4 West)
4. Rehabilitation Unit 1
Rehabilitation Unit 2
Transitional Care Unit 1
5. Labor and Delivery
Pep Lab
6. Post Partum
Newborn Nursery
7. Operating Room (relief only)
Recovery Room (relief only)
8. Methadone Unit

9. Psychiatric Inpatient
Emergency Psychiatric Service
 10. Criminal Justice
 11. Out-Patient Department
Clinics
 12. Emergency Room (not to float except in emergency)
 13. Artificial Kidney Unit
- b) 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 nurse is required to float outside of one of the like areas, the nurse shall receive seventy-five cents (\$0.75) 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*, 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 Head Nurse, and Staff Developer.

*Emergency is defined as a situation when reasonable efforts to float from like areas fails.

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

- c) The County will attempt to expand the float pool at Valley Medical Center. Nurses in the pool will be paid the current differential.

Section 8.14 - Temporary Work Location

When a nurse is assigned to work at a location different from the nurse's regularly assigned work location, 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.

Section 8.15 - Bilingual Pay

On recommendation of the appointing authority and the Director of Personnel, the County may approve payments of forty-two dollars (\$42.00) per month to a bilingual nurse whose abilities have been determined by the Director of Personnel as qualifying to fill positions requiring bilingual speaking and/or writing ability. Bilingual skill payments will be made when:

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

The County shall review positions covered by this Agreement not less than annually to determine the number and location of positions to be designated as requiring bilingual abilities.

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

Section 8.16 - 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.

- 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, sideletter agreements, etc.

Section 8.17 - Alternate Work Schedules

A nurse may elect to work an alternate work schedule based on eighty (80) hours per two (2) week period. Time worked in excess of eighty (80) hours 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 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 8.18 - Hazard Duty

- 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
- North County Jail
- JPD Hall
- Psychiatric Inpatient
- Emergency Psychiatric Services

- b) A premium for Hazard Duty of fifty cents (\$.50) per hour shall be paid to coded classifications while in paid status whose entire assignment for the County is in a work place described in paragraph a). 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 coded classifications described in this paragraph b).
- c) A premium for hazard duty of fifty cents (\$.50) per hour shall be paid to coded classifications, whose entire assignment is not in a work place described in paragraph a), for only the hours assigned and worked in a work place described in paragraph a). 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 coded classification described in this paragraph c). A nurse must work a minimum of thirty (30) consecutive minutes per entry into a work place described in paragraph a) prior to being eligible for the hazard duty premium. Coded 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.

- d) The hazard duty premium shall not be allowed in computing payments at the time of termination.

ARTICLE 9 - PAID TIME OFF

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:

- 5 Sick and/or bereavement,
- 3 Personal leave days,
- 11 Holidays,
- 1 Birthday and Vacation.

Section 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. The accrual schedule shall be as follows:

SERVICE YEARS & WORK DAY EQUIVALENT	TOTAL YEARLY ACCRUAL IN WORK DAYS	ACCRUAL FACTOR PER HOUR	HOURLY ACCRUAL FACTOR PER PP	MAXIMUM ALLOWABLE BALANCE
1st year 1st through 261 days	31	.118773	9.501	93 work days
2nd through 4th year 262 through 1044 days	33	.126436	10.114	99 work days
5th through 9th year 1045 through 2349 days	37	.141762	11.340	111 work days
10th through 14th year 2350 through 3654 days	39	.149425	11.954	117 work days
15th through 19th year 3655 through 4959 days	41	.157088	12.567	123 work days
20th through thereafter 4960 days	43	.164750	13.180	129 work days

Section 9.3 - Pre-Scheduled Usage

Paid Time Off may be used for any lawful purpose by the nurses; the time requested shall require the approval of management with due consideration of nurse convenience and administrative requirements. All Paid Time Off hours must be exhausted before Leave Without Pay may be used 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.

Section 9.4 - Other Usage

For each approved absence due to personal illness, bereavement, or any other reason (applies to all leaves for which sick leave was formerly used), an amount equal to one (1) full shift (eight hours, ten hours, twelve hours, etc.) shall be charged to the PTO bank or if the PTO bank is exhausted to Leave Without Pay. Absences due to verified personal illness or bereavement beyond the amount equal to one (1) full shift shall be charged to the Sick Leave Bank (limited to four days for bereavement). Such sick leave bank usage must be approved by management.

Section 9.5 - Scheduled Time Off Carry Over

In the event the nurse does not take all the scheduled time off to which entitled in the succeeding twenty-six (26) 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 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 9.6 - 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 9.7 - Nurse's Exit from Scheduled 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.

Section 9.8 - Annual Cash Out of PTO

Eligibility for cash out is determined by the use of the nurses sick leave bank and unscheduled absences in the twenty-six pay periods of each calendar year. Cash out eligibility for 1990 begins December 25, 1989 and ends December 24, 1990. Cash out eligibility for 1991 begins December 25, 1990 and ends December 24, 1991.

Up to a maximum of eighty (80) hours of PTO may be cashed out annually (prorated for nurses other than full time) on the following basis:

- a) If the nurse has no usage of sick leave bank during the dates indicated above, the cash out option is:

-Cash out of 40 hours of PTO.

b) If the nurse has no more than two (2) unscheduled absences during the dates indicated above, the cash out options are:

- Cash out of 40 hours of PTO and/or
- Convert two (2) days of sick leave into PTO.

c) If the nurse has no usage of sick leave and no more than two unscheduled absences during the dates indicated above, the cash out options are:

- Cash out of 80 hours of PTO and/or
- Convert 2 days sick leave bank into PTO.

Section 9.9 - Usage of Paid Time Off on Holidays

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

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. Last Monday in May
5. July 4th
6. First Monday in September
7. Second Monday in October
8. Veteran's Day to be observed on the date State of California workers observe the holiday
9. Fourth Thursday in November (Thanksgiving Day)
10. The Friday following Thanksgiving Day (Day After Thanksgiving)

11. December 25th

12. 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) A nurse may elect in advance to receive compensatory time off credit in lieu of cash compensation.
- e) A nurse may elect in advance to use compensatory time off for a holiday in lieu of charging PTO.

Section 9.10 - Vacation Call Back

When a nurse is called back from a scheduled paid time off, the nurse shall receive overtime pay rather than PTO charge. Scheduled PTO as stated above must be prearranged for a minimum of five (5) working days.

ARTICLE 10 - SICK LEAVE PROVISIONS

Section 10.1 - Sick Leave Bank Accrual

Each nurse shall be entitled to use sick leave. Such leave shall be earned on an hourly basis and computed at the rate of fifty-six (56) hours per year and may be accrued without limitation. The accrual factor per hour is .026820 and the accrual factor per full pay period is 2.146.

Section 10.2 - Usage

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, however, the initial period of time granted, up to one full shift, must be charged to the PTO bank. The second and third day shall be charged to sick leave if necessary. "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 10.3 - 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 less than three (3) days.

Section 10.4 - Bereavement Leave

Leaves of absence with pay shall be granted nurses in order that they may discharge the customary obligations arising from the death of a member of their immediate family. "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. Up to five (5) days with pay shall be granted, with four (4) days chargeable to sick leave as the second through the fifth day, if necessary. However, the initial period of time granted, up to one (1) full shift, must be charged to the PTO bank.

Section 10.5 - Sick Leave Bank Pay Off

a) Upon death, retirement or resignation in good standing, a nurse shall be paid for any balance in the sick leave bank at the following rate.

<u>Days of Service</u>	<u>% Paid at</u>
0 through 2610	0%
2611 " 2871	20%
2872 " 3132	22%
3133 " 3393	24%
3394 " 3654	26%
3655 " 3915	28%
3916 " 4176	30%

4177 through	4437	32%
4438	▪ 4698	34%
4699	▪ 4959	36%
4960	▪ 5220	38%
5221	▪ 5481	40%
5482	▪ 5742	42%
5743	▪ 6003	44%
6004	▪ 6264	46%
6265	▪ 6525	48%
6526	▪ accumulation	50%

Section 10.6 - 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.

ARTICLE 11 - LEAVE PROVISIONS

Section 11.1 - Leave Without Pay

a) Reasons Granted

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

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

b) Leave for Association Business

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

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

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

c) Revocation

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

d) Seniority Rights

Maternity 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 - Maternity Leave

a) Length

Upon request, maternity 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 her physician approves with concurrence from the Department.

Adoptive parents shall not be covered by County medical benefits while on maternity leave.

b) Sick Leave Use

If, during the pregnancy leave or following the birth of a child, the nurse's physician certifies that she is unable to perform the duties of her job, she may use her 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.

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 night shift 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 their choice of release time on the shift prior to or the shift preceding court attendance; and that nurse shall suffer no loss of wages or benefits.

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.

Section 11.4 - Compulsory Leave

a) Physical Examination

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

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

b) Court Related

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

1. Determination of Innocence

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

b) Physical Examination

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

Section 11.6 - Professional Development Fund

a) General

1. The County will fund, on a matching basis, up to twenty-one thousand dollars (\$21,000) per fiscal year for group and individual professional development and for education, as described in sections "b" and "c". This funding is over and above the County-wide tuition reimbursement program and departmental programs as presently funded/budgeted. Programs which begin or must be committed to on or before May 10, 1992, when approved, will encumber the fund and such amounts can be expended after that date. This amount will be prorated for the term of this agreement. Funds not used for any period shall be carried over for use in the next period.

2. The Professional Development Fund will be administered and requests reviewed/approved by a County/Association Committee consisting of two (2) persons having equal status: one designated by the County, one designated by the Association. A third party agreeable to both the County and the Association will cast the deciding vote, in case of disagreement. They will meet at least weekly, if required, on a regularly scheduled basis. They will jointly develop the procedures and forms necessary for operation of the program as described herein, and revise them as necessary.

b) Individual

1. Funded on a matching basis: fifty percent (50%) by the nurse and fifty percent (50%) by the County, up to a maximum County contribution of three hundred dollars (\$300) for any individual per fiscal year and subject to the other limitations set forth herein. This amount will be prorated for the term of this agreement.

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 and ten (10) working days for a cash advance (if appropriate) in the amount of the estimated County contribution.
5. Allowable expenses shall include but not be limited to: conference and seminar registration fees; tuition not reimbursed under the tuition reimbursement program; 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. An itemized statement of expenses shall be submitted by the nurse for reimbursement or accounting as the case may be.
6. 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.
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 11.7 - Tuition Reimbursement

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 fifty thousand dollars (\$50,000) per fiscal year. One-quarter (1/4) of each year's fund will be available on the following quarterly dates:

Fiscal Year 90-91

- 1st quarter - July 1, 1990
- 2nd quarter - October 1, 1990
- 3rd quarter - January 2, 1991
- 4th quarter - April 1, 1991

Fiscal Year 91-92

- 1st quarter - July 1, 1991
- 2nd quarter - October 2, 1991
- 3rd quarter - January 2, 1992
- 4th quarter - April 2, 1992

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

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 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 after receipt 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 be not 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 three hundred dollars (\$300) 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 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 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) Semi-annual Financial Statement

A semi-annual 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.

Section 11.8 - 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 or classes, 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:
 - 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.
- h) Participation in the Registered Nurses Unit educational leave program shall not alter the RN'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.

ARTICLE 12 - BENEFIT PROGRAMS

Section 12.1 - 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 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 he/she does 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 day shall be charged to the nurse's accrued but unused PTO, the second and third 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) 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 Accident Review Board will review and make recommendations 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 supercede Article 12.2 which provides for replacement of items damaged, lost or destroyed in the line of duty.)

d) 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 12.2 - 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 Accident Review Board in accordance with procedures set forth by the County Executive.

Section 12.3 - Insurance Premiums

- a) Medical Insurance
The County agrees to contribute the following amounts per month for medical insurance.

Effective June 12, 1989
(Paycheck of June 30, 1989)

	<u>Kaiser Health Plan</u>	<u>Preferred 100 (S.C. County Health Plan)</u>	<u>Take Care Health Plan</u>	<u>Valley Health Plan</u>
Employee - County Paid	\$102.62	\$179.57	\$115.20	\$102.62
Dependent - County Paid	149.71	72.76	137.13	128.42
Employee Paid	<u>-0-</u>	<u>68.88</u>	<u>26.42</u>	<u>-0-</u>
Total Cost - Employee & Dependent	\$252.33	\$321.21	\$278.75	\$252.33

The County agrees to full pay medical coverage for nurses and dependents on the lowest cost medical plan. The lowest cost medical plan will be either Kaiser, Santa Clara County Health Plan or Take Care Plan. Up to the same maximum contribution will be made to other plans (i.e., Santa Clara County Health Plan, Kaiser and Take Care).

The parties agree that Kaiser coverage will be the Kaiser S Plan with the 3A option, the Take Care and Valley Health Plans will be the Standard Plans.

In addition, the County agrees to pay any inflationary increases added during the term of the Agreement.

The County shall pay the nurse's premium while on medical, maternity or industrial injury leave of absence up to thirteen (13) pay periods.

b) Dental Insurance

The County agrees to contribute the amount of forty-seven dollars and seventy-five cents (\$47.75) per month for dental coverage to cover the nurse and full dependent contribution. The existing California Dental Service Plan coverage will be continued in accordance with the following schedule:

Basic and Prosthodontics: 75-25 - no deductible. \$1,000 maximum per patient per calendar year.

Orthodontics: 60-40 - no deductible. \$1,500 lifetime maximum per patient (no age limit).

The County will continue to provide an alternative dental plan. The alternate dental plan will be an HMO type dental plan. 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 continue the existing base group Life Insurance Plan of ten thousand dollars (\$10,000) 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 workers and dependents. The Plan will be the Vision Service Plan - Plan A with benefits at 12/24/24 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 worker and dependents and pick up inflationary costs in 1990-91.

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 12.4 - Training for Disabled Nurses

a) Vocational Rehabilitation

When a nurse is determined by the County 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 his 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 his/her 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 12.5 - 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 12.6 - Pharmacy Discount

The County shall implement a program whereby nurses and members of their immediate household will be able to purchase pharmaceuticals from VMC pharmacies at favorable rates.

Section 12.7 - Retirement

The County will continue the present benefit contract with PERS for the term of this Agreement.

The County shall pay, on behalf of all nurses covered under PERS Miscellaneous, the currently required nurse contribution to the Public Employees' Retirement System.

Section 12.8 - 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 19 over said changes.

ARTICLE 13 - USE OF PRIVATE VEHICLES AND MILEAGE PAYMENT

Section 13.1 - 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 her/his 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

Nurses whose vehicle is damaged in a collision with another vehicle while driving a personal vehicle on County business shall, following the approval of the Accident Review Board, be reimbursed for such damage not to exceed one hundred fifty dollars (\$150.00) 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, 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 13.2 - Mileage Reimbursement for Use of Private Vehicle

Any nurse required to travel on business for the County and who has been duly authorized to use and does use a privately owned automobile shall be allowed and paid as traveling expense for the actual miles traveled during any calendar month at the rate of twenty-nine cents (\$0.29) per mile.

Section 13.3 - County Business Travel

a) Business Travel Reimbursement

Nurses who are required in the performance of their duties to travel shall receive business travel reimbursement in accordance with Santa Clara County Ordinance Section A31-2 and 11.

b) Claims for Travel Expense

In accordance with County Ordinance Code Section A31-8, receipts for all expenditures for lodging and all other individual expendi-

tures in excess of ten dollars (\$10.00) shall be submitted with claims for travel expenses. All individual expenditures of ten dollars (\$10.00) or less shall be itemized in the claim; however, receipts are not required. It is recognized that individual expenditure of ten dollars (\$10 or less may be incurred daily or over the entire period of travel; the ten dollars (\$10.00) limit pertains to the cost of each item rather than the total cost of such item.

Section 13.4 - Disabled Parking Stickers

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.

ARTICLE 14 - NURSES IN UNCLASSIFIED POSITIONS

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 15 - GRIEVANCE PROCEDURE

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 15.1 - 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 15.1(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 15.2 - 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 15.3 - 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.

Section 15.4 - 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 15.5 - Formal Grievance

a) Step One

Within fifteen (15) working days of the occurrence or discovery of an alleged grievance, the grievance shall be presented in writing to the person designated by the appointing authority. The Association shall send a copy of the grievance to Employee Relations and this copy shall dictate time limits. 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 fifteen (15) 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, present a written presentation to be directed to the County Executive's designated representative indicating the aggrieved wishes the grievance to be referred to an impartial arbitrator. The County and the Association agree to mutually agree upon or jointly select a panel of seven (7) arbitrators from names provided by the State Conciliation Service. Members of this arbitration panel shall be advised of and agree to the following provisions:

1. Within ten (10) working days of receipt of the grievance at step two, one (1) arbitrator shall be selected from the panel and a hearing scheduled within thirty (30) calendar days.
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.
3. The arbitrator's decision shall be rendered within fifteen (15) days of the hearing, receipt of the transcript or the briefs.

The parties may mutually agree to use an arbitrator not on the list or to add to, or modify the list. 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.

Section 15.6 - 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 16 - CONFLICT OF INTEREST

Nurses are to abide by all applicable Federal, State and Local Statutes 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.

ARTICLE 17 - NURSING PRACTICE ISSUES

Section 17.1 - Supervision

All Interim Permitees 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 17.2 - 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 17.3 - 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 17.4 - 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 coded 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 17.5 - Staff Meetings

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 17.6 - Professional Performance Committee

- a) The Valley Medical Center Professional Performance Committee 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 Professional Performance Committee shall act as an advisory body to Nursing Service and Administration. The hospital will make a good faith effort to implement recommendations agreed to by the P.P.C. and the Director of Nursing.
- c) The Committee 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 Valley Medical Center Nursing Committees as designated by management.
- d) The Nursing Administrator or representative will meet with the P.P.C. 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 P.P.C. will be voluntary by the elected representative or an alternate. Committee 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 17.7 - 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 17.8 - 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, 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.

ARTICLE 18 - STRIKES AND LOCKOUTS

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. A violation of this Article will result in cessation of Association dues deduction by the County.

ARTICLE 19 - FULL AGREEMENT

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 20 - SAVINGS CLAUSE

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.

ARTICLE 21 - IMPLEMENTATION

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 22 - 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 to and including May 10, 1992 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 May 10, 1992, or any subsequent May 10, of its desire to terminate this Agreement or amend any provision thereof.

DATED: August 24, 1990

SANTA CLARA COUNTY
NEGOTIATING COMMITTEE

REGISTERED NURSES
PROFESSIONAL ASSOCIATION

Annas DeGrandes

Budd Shammell

Patrick Heide

Kathleen Oklema

Jean P Smith

Liane Borchert

Carol Mlatomli

Pattie Christman

Kathy Howe

J. Ayaraga
Muriel De-Brui

286/mlh
8/22/90

APPENDIX A

RNPA SALARIES
EFFECTIVE MAY 14, 1990

<u>Code</u>	<u>Class Title</u>	<u>Range</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Approximate Rates</u>	
								<u>Monthly</u>	<u>Effective*</u>
S11	Asst Head Nurse I	37.0	1688.72	1773.12	1862.08	1955.68	2053.60	3659 - 4449	3906 - 4752
S19	Asst Head OR Nurs	37.0	1688.72	1773.12	1862.08	1955.68	2053.60	3659 - 4449	3906 - 4752
S56	Asst Head Psychiatric Nurse	37.0	1688.72	1773.12	1862.08	1955.68	2053.60	3659 - 4449	3906 - 4752
S89	Clinical Nurse I	31.0	1260.08	1322.88	1388.80	1458.40	1531.52	2730 - 3318	2912 - 3541
S76	Clinical Nurse II	32.0	1322.88	1388.80	1458.40	1531.52	1608.32	2866 - 3485	3058 - 3719
S75	Clinical Nurse III	34.0	1458.40	1531.52	1608.32	1688.72	1773.12	3160 - 3842	3372 - 4101
S74	Clinical Nurse IV	36.0	1608.32	1688.72	1773.12	1862.08	1955.68	3485 - 4237	3719 - 4525
S73	Clinical Nurse V	37.0	1688.72	1773.12	1862.08	1955.68	2053.60	3659 - 4449	3906 - 4752
S59	Psychiatric Nurse Consultant	38.8	1844.08	1936.64	2033.68	2135.20	2241.60	3996 - 4857	4266 - 5187
S58	Psychiatric Nurse I	32.0	1322.88	1388.80	1458.40	1531.52	1608.32	2866 - 3485	3058 - 3719
S57	Psychiatric Nurse II	34.0	1458.40	1531.52	1608.32	1688.72	1773.12	3160 - 3842	3372 - 4101
S52	Psychiatric Nurse III	36.0	1608.32	1688.72	1773.12	1862.08	1955.68	3485 - 4237	3719 - 4525

*Includes County payment of nurse's 7% contribution to PERS.

APPENDIX A
RNPA SALARIES
EFFECTIVE MAY 13, 1991

<u>Code</u>	<u>Class Title</u>	<u>Range</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Approximate Rates</u>	
								<u>Monthly</u>	<u>Effective*</u>
S11	Asst Head Nurse I	38.6	1826.16	1917.84	2013.92	2114.48	2219.84	3957 - 4810	4224 - 5137
S19	Asst Head OR Nurs	38.6	1826.16	1917.84	2013.92	2114.48	2219.84	3957 - 4810	4224 - 5137
S56	Asst Head Psychiatric Nurse	38.6	1826.16	1917.84	2013.92	2114.48	2219.84	3957 - 4810	4224 - 5137
S89	Clinical Nurse I	32.6	1362.00	1430.16	1501.92	1577.20	1656.08	2951 - 3588	3148 - 3830
S76	Clinical Nurse II	33.6	1430.16	1501.92	1577.20	1656.08	1738.88	3099 - 3768	3306 - 4022
S75	Clinical Nurse III	35.6	1577.20	1656.08	1738.88	1826.16	1917.84	3417 - 4155	3647 - 4437
S74	Clinical Nurse IV	37.6	1738.88	1826.16	1917.84	2013.92	2114.48	3768 - 4581	4022 - 4893
S73	Clinical Nurse V	38.6	1826.16	1917.84	2013.92	2114.48	2219.84	3957 - 4810	4224 - 5137
S59	Psychiatric Nurse Consultant	40.4	1993.68	2093.52	2197.76	2307.52	2422.48	4320 - 5249	4613 - 5607
S58	Psychiatric Nurse I	33.6	1430.16	1501.92	1577.20	1656.08	1738.88	3099 - 3768	3306 - 4022
S57	Psychiatric Nurse II	35.6	1577.20	1656.08	1738.88	1826.16	1917.84	3417 - 4155	3647 - 4437
S52	Psychiatric Nurse III	37.6	1738.88	1826.16	1917.84	2013.92	2114.48	3768 - 4581	4022 - 4893

*Includes County payment of nurse's 7% contribution to PERS.

1990

JANUARY

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