MEMORANDUM OF UNDERSTANDING

BETWEEN

CONTRA COSTA COUNTY

AND

CALIFORNIA NURSES ASSOCIATION

OCTOBER 1, 2018 – SEPTEMBER 30, 2021

CALIFORNIA NURSES ASSOCIATION

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ATTACHMENTS

MEMORANDUM OF UNDERSTANDING
BETWEEN
CONTRA COSTA COUNTY
AND
CALIFORNIA NURSES ASSOCIATION

This Memorandum of Understanding (MOU) is entered into pursuant to the authority contained in Board of Supervisors' Resolution No. 81/1165 and has been jointly prepared by the parties.

The Employee Relations Officer (County Administrator) is the representative of Contra Costa County in employer-employee relations matters as provided in Board of Supervisors' Resolution No. 81/1165, Section 34-8.012.

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees of said representation unit, and have freely exchanged information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This MOU shall be presented to the Contra Costa County Board of Supervisors as the joint recommendation of the undersigned for salary and employee benefit adjustments for the term set forth herein.

DEFINITIONS

Appointing Authority: Department Head unless otherwise provided by statute or ordinance.

Association: California Nurses Association.

Class: A group of positions sufficiently similar with respect to the duties and responsibilities that similar selection procedures and qualifications may apply and that the same descriptive title may be used to designate each position allocated to the group.

Class Title: The designation given to a class, to each position allocated to the class, and to the employees allocated to the class.

County: Contra Costa County.

Demotion: The change of a permanent employee to another position in a class allocated to a salary range for which the top step is lower than the top step of the class which the employee formerly occupied, except as provided for under "Transfer," or as otherwise provided for in this MOU, in the Personnel Management Regulations, or in specific resolutions governing deep classifications.

Director of Human Resources: The person designated by the County Administrator to serve as the Assistant County Administrator-Director of Human Resources.

Eligible: Any person whose name is on an employment or reemployment or layoff list for a given classification.

Employee: A person who is an incumbent of a position or who is on leave of absence in accordance with provisions of this MOU and whose position is held pending his/her return.

Employment List: A list of persons who have been found qualified for employment in a specific class.

Layoff List: A list of persons who have occupied positions allocated to a class in the merit system and who have been involuntarily separated by layoff or displacement, or demoted by displacement, or have voluntarily demoted in lieu of layoff or displacement, or have transferred in lieu of layoff or displacement.

Per Diem Position: Per Diem employment is any employment that requires the services of a person on a daily basis, and that person is paid on an hourly basis and his/her classification has “per diem” in its title.

Permanent-Intermittent Position: Any position which requires the services of an incumbent for an indefinite period but on an intermittent basis, as needed, paid on an hourly basis.

Permanent Part-Time Position: Any position which will require the services of an incumbent for an indefinite period but on a regularly scheduled less than full-time basis.

Permanent Position: Any position which has required or which will require the services of an incumbent without interruption for an indefinite period.

Position: The assigned duties and responsibilities calling for the regular full-time, part-time or intermittent employment of a person.

Promotion: The change of a permanent employee to another position in a class allocated to a salary range for which the top step is higher than the top step of the class which the employee formerly occupied, except as provided for under "Transfer," or as otherwise provided for in this MOU, in the Personnel Management Regulations, or in specific resolutions governing deep classes.

Reallocation: The act of reassigning an individual position from one class to another class at the same range of the salary schedule or to a class which is allocated to another range that is within five percent (5%) of the top step, except as otherwise provided for in the Personnel Management Regulations, deep class resolutions, or other ordinances.

Reclassification: The act of changing the allocation of a position by raising it to a higher class or reducing it to a lower class on the basis of significant changes in the kind, difficulty or responsibility of duties performed in such position.

Reemployment List: A list of persons who have occupied positions allocated to any class in the merit system and who have voluntarily separated and are qualified for consideration for reappointment under the Personnel Management Regulations governing reemployment.

Resignation: The voluntary termination of permanent employment with the County.

Temporary Employment: Any employment which will require the services of an incumbent for a limited period of time, paid on an hourly basis, not in an allocated position or in permanent status.

Transfer: The change of an employee who has permanent status in a position to another position in the same class in a different department, or to another position in a class which is allocated to a range on the salary plan that is within five percent (5%) at top step as the class previously occupied by the employee.

SECTION 1 – ASSOCIATION RECOGNITION

California Nurses Association is the formally recognized employee organization for the Registered Nurses Unit, Public Health Nurse Unit, and Staff Nurse Unit and such

organization has been certified as such pursuant to Chapter 34-12 of Resolution No. 81/1165.

SECTION 2 – ASSOCIATION SECURITY

2.1 Dues Deduction. Pursuant to Chapter 34-26 of Resolution No. 81/1165, only a majority representative may have dues deduction and as such, the Association has the exclusive privilege of dues deduction for all members in its units.

The Association shall indemnify and hold harmless the County against any and all claims, actions or proceedings or other forms of liability that arise out of or by reason of this association security section, by any person or entity arising from deductions made by the County pursuant to this article.

2.2 General Conditions:

A. The Association agrees that it has a duty to provide fair and nondiscriminatory representation to all employees in all classes in the units for which this section is applicable regardless of whether they are members of the Association.

B. All nurses covered by terms of this agreement may voluntarily become and remain members in good standing of the Association, or voluntarily pay a Contributing Non-Member Fee to the Association, pursuant to the provisions of the MMBA. No nurse shall be required to join the Association as a condition of employment with the County.

Notification of Dues Deduction Changes. The Association shall regularly provide the County with the names of employees for whom dues deductions should be initiated, changed, or discontinued pursuant to this section in a manner that has been mutually agreed upon by the County and the Association and set forth in a separate protocol document. The Association will submit a spreadsheet in an agreed upon format to the Office of the Auditor-Controller via email. Requests for dues deductions received by the Auditor-Controller by the close of business at least five (5) business days prior to the end of the pay period will be implemented in the following pay period.

Bargaining unit members who are members of the Association on or after the effective date of this Agreement who wish to withdrawal from Association membership may do so by filing a written notice with the Association in accordance with the terms of the Association form signed by the nurse. No nurse shall be dropped from Association membership upon return from any leave of absence or layoff, unless such leave or layoff constitutes a break in service. Any communications received by the County regarding Association membership shall be returned to the nurse by the County with reference to this article. The County shall direct all bargaining unit member questions regarding Association membership to the Association. The Association will receive copies of all such correspondence.

CONTRIBUTING NON-MEMBER FEES:
Upon notification to the County by the Association, nurses in the bargaining unit who do not elect to pay dues as outlined in Section 2.2 above, may voluntarily pay a Contributing Non-Member Fee in the amount established by the Association. The amount of the Contributing Non-Member Fee shall not exceed the monthly dues that are payable by members of the Association. The amount of the fee shall be deducted by the County from the wages of the employee and paid to the Association.

2.3 Communicating With Employees. The Association shall be allowed to use designated portions of bulletin boards or display areas in public portions of County buildings or in public portions of offices in which there are employees represented by the Association, provided the communications displayed have to do with matters within the scope of representation, and further provided that the employee organization appropriately posts and removes the information. The Department Head reserves the right to remove objectionable materials after notification to and discussion with the Association.

Representatives of the Association, not on County time, shall be permitted to place a supply of employee literature at specific locations in County buildings if arranged through the Labor Relations Manager; said representatives may distribute employee organization literature in work areas (except work areas not open to the public) if the nature of the literature and the proposed method of distribution are compatible with the work environment and work in progress.

Such placement and/or distribution shall not be performed by on-duty employees. The Association shall be allowed access to work locations in which it represents employees for the following purposes:

A. to post literature on bulletin boards;

B. to arrange for use of a meeting room;

C. to leave and/or distribute a supply of literature as indicated above;

D. to represent an employee on a grievance, and/or to contact an Association officer on a matter within the scope of representation.

In the application of this provision, it is agreed and understood that in each such instance, advance arrangements, including disclosure of which of the above purposes is the reason for the visit, will be made with the departmental representative in charge of the work area, and the visit will not interfere with County services.

2.4 Use of County Buildings. The Association shall be allowed the use of areas normally used for meeting purposes for meetings of County employees during non-work hours when:

A. such space is available and its use by the Association is scheduled twenty-four (24) hours in advance;

B. there is no additional cost to the County;

C. it does not interfere with normal County operations;

D. employees in attendance are not on duty and are not scheduled for duty;

E. the meetings are on matters within the scope of representation.

The administrative official responsible for the space shall establish and maintain scheduling of such uses. The Association shall maintain proper order at the meeting and see that the space is left in a clean and orderly condition.

The use of County equipment (other than items normally used in the conduct of business meetings, such as desks, chairs, ashtrays, and blackboards) is strictly prohibited, even though it may be present in the meeting area.

2.5 Advance Notice. The Association shall, except in cases of emergency, have the right to reasonable notice of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the Board, or boards and commissions designated by the Board, and to meet with the body considering the matter.

The listing of an item on a public agenda, or the mailing of a copy of a proposal at least seventy-two (72) hours before the item will be heard, or the delivery of a copy of the proposal at least twenty-four (24) hours before the item will be heard, shall constitute notice.

In cases of emergency when the Board, or boards and commissions designated by the Board, determines it must act immediately without such notice or meeting, it shall give notice and opportunity to meet as soon as practical after its action.

2.6 Written Statement for New Employees.

A. The County will provide a written statement to each new employee hired into a classification in any of the bargaining units represented by the Association, that the employee's classification is represented by the Association, and the name of a representative of the Association.

B. The County will provide written notice of both Employer-wide and department level new employee orientations (no matter how few participants, and whether in person, online or through other means or mediums) to the Association, at least ten (10) business days prior to the event. This notice shall include a full attendance list of all bargaining unit employees.

C. The new employee orientation notice provided to the Association will include the date, time and location of the orientation.

D. Representatives of the Association shall be permitted to make a presentation of up to thirty (30) minutes, and present written materials, at the end of the orientation.

E. One bargaining unit member attending orientation as the Association representative shall be given paid release time sufficient to cover the Association's presentation and travel time. The Association will provide the name of any employee who they wish to be released at least 48 hours in advance to the Labor Relations Manager.

F. The County Human Resources Department shall monthly furnish a list of all new hires to the Association.

G. To the extent that a nurse's orientation process is individualized, and/or to the extent that a nurse for any reason does not within sixty (60) days of beginning work attend a group orientation meeting as described above, the following alternate provisions shall apply:

1. CNA shall notify the nurse, the nurse's manager and the local Labor Relations office of a proposed thirty (30) minute time slot, during normal working hours, for a designated CNA representative to meet privately with (and provide materials and information to) the nurse, without management personnel or any other persons present.

2. For reasons of operational necessity only, the County may notify CNA that the proposed time is unworkable and that CNA must propose an alternate time.

2.7 <u>Assignment of Classes to Bargaining Units.</u> The County shall assign new classes in accordance with the following procedure:

A. <u>Initial Determination.</u> When a new class title is established, the Employee Relations Officer or his/her designee shall review the composition of existing representation units to determine the appropriateness of including some or all of the employees in the new class in one or more existing representation units, and within a reasonable period of time, shall notify all recognized employee organizations of his/her determination.

B. <u>Final Determination.</u> His/her determination is final unless, within ten (10) days after notification, a recognized employee organization requests in writing to meet and confer thereon.

C. <u>Meet and Confer and Other Steps.</u> He/she shall meet and confer with such requesting organizations (and with other recognized employee organizations where appropriate) to seek agreement on this matter within sixty (60) days after

the ten (10) day period in B. (above), unless otherwise mutually agreed.

Thereafter, the procedures in cases of agreement and disagreement, arbitration referral and expenses, and criteria for determination shall conform to those in Subsections D. through I. of Section 34-12.008 of Board of Supervisors' Resolution No. 81/1165.

SECTION 3 – NO DISCRIMINATION

There shall be no discrimination because of race, creed, color, national origin, sexual orientation or Association activities against any employee or applicant for employment by the County or by anyone employed by the County; and to the extent prohibited by applicable State and Federal law, there shall be no discrimination because of age. There shall be no discrimination against any disabled person solely because of such disability unless that disability prevents the person from meeting the minimum qualifications established for the position. There shall be no discrimination because of Association membership or legitimate Association activity against any employee or applicant for employment by the County or anyone employed by the County.

SECTION 4 – NURSE REPRESENTATIVES

4.1 Attendance at Meetings. Employees designated as nurse representatives of the Association shall be allowed to attend meetings held by County agencies during regular working hours on County time as follows:

A. if their attendance is required by the County at a specific meeting;

B. if their attendance is sought by a hearing body or presentation of testimony or other reasons;

C. if their attendance is required for meetings scheduled at reasonable times agreeable to all parties required for settlement of grievances filed pursuant to Section 24 – Grievance Procedure of this Memorandum;

D. if they are designated as a nurse representative in which case they may utilize a reasonable time at each level of the proceedings to assist an employee to present a grievance, provided the meetings are scheduled at reasonable times agreeable to all parties;

E. if they are designated as spokesperson or representative of the Association, and as such, make representations or presentations at meetings or hearings on wages, salaries, and working conditions; provided in each case, advance arrangements for time away from the employee's work station or assignment are made with the appropriate Department Head, and the County agency calling the meeting is responsible for determining that the attendance of the particular employee(s) is required;

F. in order to reduce the impact to patient care, the County agrees to provide a maximum of four (4) hours per month of paid time for a designated nurse representative to attend grievance meetings scheduled outside of their regular shift. Such time will be paid at the nurses' base rate of pay and will not be considered as time worked for the purpose of calculating overtime pay. The Association may designate no more than six (6) representatives to be eligible for such payment.

4.2 Association Representative. Official representatives of the California Nurses Association shall be allowed time off on County time for meetings during regular working hours when formally meeting and conferring in good faith or consulting with the Chief of Labor Relations, or other management representatives on matters within the scope of representation, provided that the number of such representatives shall not exceed two (2) without prior approval of the Chief of Labor Relations, and that advance arrangements for the time away from the work station or assignment are made with the appropriate Department Head.

A. Release Time for Successor Bargaining. Release Time for Bargaining: The County shall allow up to six (6) Association members paid release time during periods of Successor Bargaining.

4.3 Release Time for Training. The County shall provide the Association a maximum of two hundred forty (240) total hours per year of release time for Association-designated representatives to attend Association-sponsored training programs. Requests for release time shall be provided in writing to the Department and County Human Resources at least fifteen (15) days in advance of the time requested. Department Heads will reasonably consider each request and notify the affected employee whether such request is approved within one (1) week of receipt.

SECTION 5 – SALARIES

5.1 General Wages.

A. Effective the first of the month following adoption of this MOU by the Board of Supervisors, the base rate of pay for all classifications represented by the Association will be increased by five percent (5%).

B. Effective on May 1, 2019, the base rate of pay for all classifications represented by the Association will be increased by five percent (5%).

C. Effective on January 1, 2020, the base rate of pay for all classifications represented by the Association will be increased by five percent (5%).

D. Effective on January 1, 2021, the base rate of pay for all classifications represented by the Association will be increased by five percent (5%).

5.2 <u>Longevity Pay.</u> The following supplementary longevity payments shall be made based on the following criteria:

A. Employees in the Registered Nurses Unit and Public Health Nurse Unit shall receive additional longevity pay in the amount of two and one-half percent (2.5%) under the following conditions:

1. Completion of seven (7) years of County service; or

2. Completion of twenty-four (24) months at top step of the current classification salary ranges covered by this agreement, whichever occurs first.

B. Employees in the Registered Nurses Unit and Public Health Nurse Unit who have completed ten (10) years of employment shall receive additional pay in the amount of two and one-half percent (2.5%) for a total of five percent (5%).

C. Employees in the Registered Nurses Unit who have completed fifteen (15) years of employment shall receive additional pay in the amount of two and one-half percent (2.5%) for a total of seven and one-half percent (7.5%).

D. Employees in the Registered Nurses Unit who have completed twenty (20) years of employment shall receive additional pay in the amount of two and one-half percent (2.5%) for a total of ten percent (10%).

5.3 <u>Charge Nurse Relief.</u> An employee in the Registered Nurse Unit and Staff Nurses Unit who, at the County's request, relieves a Charge Nurse when he/she is physically off the unit or otherwise unavailable for purposes of performing assigned administrative duties, attending education activities, or other approved leaves of absence for a shift, shall receive an additional twenty-five dollars ($25.00) per shift. Such assignment shall be scheduled among qualified staff on a volunteer rotational basis. Charge Nurse relief will be paid on a prorated basis to an eligible employee if he/she performs relief duties for a minimum of half a scheduled shift. Charge Nurse relief will also be paid on a prorated basis to an eligible employee in an outpatient clinic who is "assigned responsibility" for clinic operations for four (4) or more hours during a given shift.

5.4 <u>Deep Class Exception.</u> The following provisions of this section shall apply to all employees except as modified by deep class resolutions. This section shall cease to apply as of January 1, 2017.

5.5 <u>Entrance Salary or Wage.</u>

A. New employees shall generally be appointed at the first (1) step of the salary or hourly wage range established for the particular class of position to which the appointment is made. However, the appointing authority may recommend that an appointment be made at a step above the first (1) step of the range based on education and experience, subject to authorization

by the Director of Human Resources.

B. For employees in the Registered Nurses Unit, Public Health Nurse Unit, and Staff Nurses Unit, credit given for years of Registered Nurse experience shall be discussed at the request of the Association. This Section 5.5(B) is not subject to the grievance procedure of the MOU.

5.6 Anniversary Dates.

Permanent Employees: Except as may otherwise be provided for in deep class resolutions, anniversary dates for employees in permanent positions will be set as follows:

A. New Employees. The anniversary date of a new employee is the first day of the calendar month after the calendar month when the employee successfully completes six (6) month's service; provided, however, if an employee began work on the first regularly scheduled workday of the month, the anniversary date is the first day of the calendar month when the employee successfully completes six (6) months service.

B. Promotions. The anniversary date of a promoted employee is determined as for a new employee in Subsection 5.6 A. above.

C. Transfer, Reallocation and Reclassification. The anniversary date of an employee who is transferred to another position or one whose position has been reallocated or reclassified to a class allocated to the same salary range or to a salary range which is within five percent (5%) of the top step of the previous classification, remains unchanged.

D. Reemployments. The anniversary of an employee appointed from a reemployment list to the first step of the applicable salary range and not required to serve a probation period is determined in the same way as the anniversary date is determined for a new employee who is appointed the same date, classification and step and who then successfully completes the required probationary period.

E. Notwithstanding other provisions of this Section 5, the anniversary of an employee who is appointed to a classified position from outside the County's merit system at a rate above the first step of salary range for the employee's new class, or who is transferred from another governmental entity to this County's merit system, is one (1) year from the first day of the calendar month after the calendar month when the employee was appointed or transferred; provided, however, when the appointment or transfer is effective on the employee's first regularly scheduled workday of that month, his/her anniversary is one (1) year after the first calendar day of that month.

Per Diem Employees: The anniversary date of a new employee is the first day of the calendar month after the calendar month when the employee successfully completes six (6) months of County service.

5.7 Increments Within Range.

A. Permanent Employees:

1. Each employee will be reviewed annually.

2. Effective January 1, 2018, each employee, except those employees already at the maximum salary step, shall be advanced to the next higher step in their salary range on their anniversary date as set forth in Section 5.6.

3. Except as herein provided, increments within range shall not be granted more frequently than once a year, nor shall more than one (1) step within-range increment be granted at one time, except as otherwise provided in deep class resolutions. If an operating department verifies in writing that an administrative or clerical error was made in failing to submit the documents needed to advance an employee to the next salary step on the first of the month when eligible, said advancement shall be made retroactive to the first of the month when eligible.

4. Notwithstanding the provisions of this Section 5.7, between November 1, 2015, through December 31, 2017, employees will not be granted any salary step increases/advancements.

B. Per Diem Employees:

1. Each per diem employee will be reviewed annually.

2. Effective January 1, 2018, each employee, except those employees already at the maximum salary step, shall be advanced to the next higher step in their salary range on their anniversary date as set forth in Section 5.6.

3. Notwithstanding the provisions of this Section 5.7, between November 1, 2015, through December 31, 2017, per diem employees will not be granted an hourly wage rate step increases/advancements.

5.8 Part-Time Compensation. An employee in a permanent part-time position shall be paid a monthly salary in the same ratio to the full-time monthly rate to which the employee would be entitled as a full-time employee under the provisions of this Section 5 as the number of hours per week in the employee's part-time work schedule bears to the number of hours in the full-time work schedule of the department.

If employment is permanent-intermittent, depending on departmental requirements, payment for hours worked shall be made at the hourly rate established for the step of the salary range at which an employee is appointed. The County shall determine the differential paid to permanent-intermittent employees, provided it is no less than fifteen percent (15%) of the hourly rate.

5.9 Compensation for Portion of Month. Any employee in a permanent position who works less than any full calendar month, except when on earned vacation or authorized sick leave, shall receive as compensation for services an amount which is in the same ratio to the established monthly rate as the number of days worked is to the actual working days in such employee's normal work schedule for the particular month; but if the employment is intermittent, compensation shall be on an hourly basis.

5.10 Position Reclassification. An employee who is an incumbent of a position which is reclassified to a class which is allocated to the same range of the basic salary schedule as is the class of the position before it was reclassified, shall be paid at the same step of the range as the employee received under the previous classification.

An incumbent of a position which is reclassified to a class which is allocated to a lower range of the basic salary schedule shall continue to receive the same salary as before the reclassification, but if such salary is greater than the maximum of the range of the class to which the position has been reclassified, the salary of the incumbent shall be reduced to the maximum salary for the new classification. The salary of an incumbent of a position which is reclassified to a class which is allocated to a range of the basic salary schedule greater than the range of the class of the position before it was reclassified shall be governed by the provisions of Section 5.12 – Salary on Promotion.

5.11 Salary Reallocation and Salary on Reallocation.

A. In a general salary increase or decrease, an employee in a class which is reallocated to a salary range above or below that to which it was previously allocated, when the number of steps remain the same, shall be compensated at the same step in the new salary range the employee was receiving in the range to which the class was previously allocated. If the reallocation is from one salary range with more steps to a range with fewer steps or vice versa, the employee shall be compensated at the step on the new range which is in the same percentage ratio to the top step of the new range as was the salary received before reallocation to the top step of the old range, but in no case shall any employee be compensated at less than the first step of the range to which the class is allocated.

B. In the event that a classification is reallocated from a salary range with more steps to a salary range with fewer steps on the salary schedule, apart from the general salary increase or decrease described in this Section 5.11.A, each incumbent of a position in the reallocated class shall be placed upon the step of the new range which equals the rate of pay received before the reallocation. In the event that the steps in the new range do not contain the same rates as the old range, each incumbent shall be placed at the step of the new range which is

next above the salary rate received in the old range, or if the new range does not contain a higher step, at the step which is next lower than the salary received in the old range.

C. In the event an employee is in a position which is reallocated to a different class which is allocated to a salary range the same as, or above or below the salary range of the employee's previous class, the incumbent shall be placed at the step in the new class which equals the rate of pay received before reallocation. In the event that the steps in the range for the new class do not contain the same rates as the range for the old class, the incumbent shall be placed at the step of the new range which is next above the salary rate received in the old range; or if the new range does not contain a higher step, the incumbent shall be placed at the step which is next lower than the salary received in the old range.

D. In the event of reallocation to a deep class, the provisions of the deep class resolution and incumbent salary allocations, if any, shall supersede this Section 5.11.

5.12 Salary on Promotion. Any employee in a permanent position who is appointed to a position of a class allocated to a higher salary range than the class previously occupied, except as provided under Section 5.16, shall receive the salary in the new salary range which is next higher than the rate received before promotion. In the event this increase is less than five percent (5%), the employee's salary shall be adjusted to the step in the new range which is at least five percent (5%) greater than the next higher step; provided, however, that the next step shall not exceed the maximum salary for the higher class. In the event of the appointment of a laid off employee from the layoff list to the class from which the employee was laid off, the employee shall be appointed at the step which the employee had formerly attained in the higher class unless such step results in a decrease in which case the employee is appointed to the next higher step. If, however, the employee is being appointed into a class allocated to a higher salary range than the class from which the employee was laid off, the salary will be calculated from the highest step the employee achieved prior to layoff, or from the employee's current step, whichever is higher.

5.13 Salary on Involuntary Demotion. Any employee in a permanent position who is demoted, except as provided under Section 5.15-Transfer, shall have his/her salary reduced to the monthly salary step in the range for the class of position to which he/she has been demoted next lower than the salary received before demotion. In the event this decrease is less than five percent (5%), the employee's salary shall be adjusted to the step in the new range which is five percent (5%) less than the next lower step; provided, however, that the next step shall not be less than the minimum salary for the lower class.

Whenever the demotion is the result of layoff, cancellation of positions, or displacement by another employee with greater seniority rights, the salary of the demoted employee shall be that step on the salary range which he/she would have achieved had he/she been continuously in the position to which he/she has been demoted, all within-range increments having been granted.

5.14 Salary on Voluntary Demotion. Whenever any employee in a permanent position voluntarily demotes to a position in a class having a salary range lower than that of the class from which he/she demotes, his or her salary shall remain the same if the steps in his or her new (demoted) salary range permit, and if not, the new salary shall be set at the step next below former salary.

5.15 Transfer. An employee in a permanent position who is transferred from one position to another as described under "Transfer" shall be placed at the step in the salary range of the new class which equals the rate of pay received before the transfer. In the event that the steps in the range for the new class do not contain the same rates as the range for the old class, the employee shall be placed at the step of the new range which is next above the salary rate received in the old range; or if the new range does not contain a higher step, the employee shall be placed at the step which is next lower than the salary received in the old range. If the transfer is to a deep class, the provisions of the deep class resolution on salary of transfers, if any, shall apply in lieu of the above provisions.

5.16 Pay for Work in Higher Classification. When an employee in a permanent position in the merit system is required to work in a classification for which the compensation is greater than that to which the employee is regularly assigned, the employee shall receive compensation for such work at the rate of pay established for the higher classification pursuant to Subsection 5.12 – Salary on Promotion of this Memorandum, commencing on the forty-first (41st) consecutive hour in the assignment, under the following conditions:

A. The employee is assigned to a program, service, or activity established by the Board of Supervisors which is reflected in an authorized position which has been classified and assigned to the Salary Schedule.

B. The nature of the departmental assignment is such that the employee in the lower classification becomes fully responsible for the duties of the position of the higher classification.

C. Employee selected for the assignment will normally be expected to meet the minimum qualifications for the higher classification.

D. Pay for work in a higher classification shall not be utilized as a substitute for regular promotional procedures provided in this memorandum.

E. The appropriate authorization form has been submitted by the Department Head and approved by the County Administrator.

F. Higher pay assignments shall not exceed six (6) months except through reauthorization.

G. If approval is granted for pay for work in a higher classification and the assignment is terminated and later re-approved for the same employee within thirty (30) days, no additional waiting period will be required.

H. Any incentives (e.g., the education incentive) and special differentials (e.g., bilingual differential and Emergency Department differential) accruing to the employee in his/her permanent position shall continue.

I. During the period of work for higher pay in a higher classification, an employee will retain his/her permanent classification, and anniversary and salary review dates will be determined by time in that classification; except that if the period of work for higher pay in a higher classification exceeds one (1) year continuous employment, the employee, upon satisfactory performance in the higher classification, shall be eligible for a salary review in that class on his/her next anniversary date. Notwithstanding any other salary regulations, the salary step placement of employees appointed to the higher class immediately following termination of the assignment shall remain unchanged.

J. Allowable overtime pay, shift differential, and/or work location differentials will be paid on the basis of the rate of pay for the higher class.

5.17 Payment. On the tenth (10th) day of each month, the Auditor-Controller will draw a warrant upon the Treasurer in favor of each employee in a permanent position for the amount of salary due the employee for the preceding month; provided, however, that each employee (except those paid on an hourly rate) may choose to receive an advance on the employee's monthly salary, in which case the Auditor-Controller shall, on the twenty-fifth (25th) day of each month, draw his/her warrant upon the Treasurer in favor of such employee.

The advance shall be in an amount equal to one-third (1/3) or less, at the employee's option, of the employee's basic salary of the previous month except that it shall not exceed the amount of the previous month's basic salary less all requested or required deductions. The election to receive an advance shall be made on or before April 30 or October 31 of each year or during the first month of employment by filing on forms prepared by the Auditor-Controller a notice of election to receive a salary advance.

Each election shall become effective on the first day of the month following the deadline for filing the notice and shall remain effective until revoked. In the case of an election made pursuant to this section, all required or requested deductions from salary shall be taken from the second installment, which is payable on the tenth (10th) day of the following month.

For employees in per diem classifications, on the tenth (10th) and twenty-fifth (25th) day of each month, the Auditor-Controller will draw a warrant upon the Treasurer in favor of each employee for the amount of wages due the employee for the preceding pay period. The County reserves the right to change the frequency of pay dates.

5.18 Nursing Certification Test Fee Reimbursement. The County shall reimburse employees for test fees involved in taking National Certification tests upon presentation of certification.

5.19 Pay Warrant Errors. If an employee receives a pay warrant which has an error in the amount of compensation to be received and if this error occurred as a result of a mistake by the Auditor-Controller's Office, it is the policy of the Auditor-Controller's Office that the error will be corrected and a new warrant issued within forty-eight (48) hours, exclusive of Saturdays, Sundays and holidays, from the time the department is made aware of and verifies that the pay warrant is in error.

Pay errors discovered by the County found in employee pay shall be corrected as soon as possible as to current pay rate but that no recovery of either overpayments or underpayments to an employee shall be made retroactively except for the six (6) month period immediately preceding discovery of the pay error. This provision shall apply regardless of whether the error was made by the employee, the appointing authority or designee, the Director of Human Resources or designee, or the Auditor-Controller or designee. Discovery of fraudulently accrued over or underpayments are excluded from this section for both parties.

When the County notifies an employee of an overpayment and proposed repayment schedule, the employee may accept the proposed repayment schedule or may request a meeting through the County Human Resources Department. If requested, a meeting shall be held to determine a repayment schedule which shall be no longer than three times (3) the length of time the overpayment occurred.

If requested by the employee, a Union representative may be present at a meeting with management to discuss a repayment schedule in the case of overpayments to the employee.

5.20 Electronic Health Records Incentive Program. The federal Medicaid (Medi-Cal) Electronic Health Records ("EHR") Incentive Program ("EHR Incentive Program"), pursuant to the federal Health Information Technology for Economic Clinical Health (HITECH) Act provides incentive payments to an eligible professional ("EP") for meaningful use of an EHR system. The terms "EHR Incentive Program," "EHR," "EP," "meaningful use," "adopt, implement, and upgrade (AIU)," and "incentive payments," as used in this MOU, have the same meaning as those definitions in Part 495 of Title 42 the Code of Federal Regulations. In furtherance of the goals of the EHR Incentive Program, EPs who are employed in classifications represented by CNA will do the following:

A. EPs will utilize the County's certified EHR system, ccLink, in accordance with the meaningful use requirements of the EHR Incentive Program and any Health Services Department requirements. EPs will cooperate with all requests from the County to provide information, documentation, or validation of their meaningful use of ccLink.

B. No later than February 17, 2016, for the 2015 incentive payment year, EPs who wish to obtain an EHR incentive payment for AIU to ccLink, must register and attest to meeting EHR Incentive Program requirements for AIU through the federal Centers for Medicare and Medicaid Services (CMS) EHR Incentive Program Registration and Attestation System and select the Medi-Cal EHR State Level Registry Medicaid arm of the EHR Incentive Program. An EP is solely responsible for any consequences, including but not limited to tax consequences, that result from his/her receipt of an EHR incentive payment for AIU. The Health Services Department will, upon request, assist EPs with the process to apply for the EHR incentive payment for AIU. EPs who receive or apply for an EHR incentive payment for AIU by February 17, 2016, will reassign subsequent incentive payments to the County as described in 5.20.C., below. EPs who do not receive or apply to receive an EHR incentive payment for AIU by February 17, 2016, will reassign all EHR incentive payments to the County as described in 5.20.C., below. The intent of this provision is that no EP will receive more than one (1), if any, EHR incentive payments before reassignment of the EHR incentive payments to the County after February 17, 2016.

C. Beginning with the 2016 incentive payment year and each year thereafter, EPs employed in classifications represented by CNA will reassign their EHR incentive payments to the County. The EPs will provide the County with any requested information and complete any necessary documentation to reassign their EHR incentive payments to the County. In consideration for the reassignment of the EHR incentive payments, the County and CNA agree to the wage increases set forth in Section 5.1.A, above.

D. This Section 5.20 is not subject to the grievance procedure of this MOU.

E. This Section 5.20 expires upon expiration of the EHR Incentive Program in 2021.

SECTION 6 – DAYS AND HOURS OF WORK

6.1 Days and Hours of Work. This language is intended to replace all language in the MOU's purporting to define work schedules, including flexible and alternate work schedules.

DEFINITIONS: The work schedules of each employee must conform with the following definitions:

A. Regular Work Schedule: A regular work schedule is eight (8) hours per day, Monday through Friday, inclusive, for a total of forty (40) hours per week. The regular workweek of County employees begins at 12:01 a.m. Monday and ends at 12:00 midnight Sunday. For twenty-four (24) hour shift employees, including employees of inpatient units on 4/10 schedules, the normal workweek begins at 12:01 a.m. Sunday and ends at 12:00 midnight Saturday.

B. Flexible Work Schedule: A flexible work schedule is any work schedule where

an employee is regularly scheduled to work other than eight (8) hours per day between Monday and Friday, inclusive. The 9/80 and the 4/10 schedules are two examples of flexible work schedules.

C. Alternate Work Schedule: An alternate work schedule is any work schedule where an employee is regularly scheduled to work five (5) days per week, but the employee's regularly scheduled two (2) days off are NOT Saturday and Sunday.

D. Workweek For Employees on Regular, Alternate, and 4/10 Work Schedules: The 4/10 work schedule consists of four (4), ten (10) hour days that have the same start time with either a Monday or Friday off. The workweek for employees on a regular, alternate or 4/10 workweek begins at 12:01 a.m. on Monday and ends at 12:00 midnight on Sunday.

E. Workweek for Employees on a 9/80 Work Schedule: The 9/80 work schedule consists of a two (2) calendar week period during which an employee works a recurring schedule of thirty-six (36) hours in one calendar week and forty-four (44) hours in the next calendar week, but only forty (40) hours in the designated workweek. In the thirty-six (36) hour calendar week, the employee works four (4) nine (9) hour days and has the same day of the week off that is worked for eight (8) hours in the forty-four (44) hour calendar week. In the forty-four (44) hour calendar week, the employee works four (4) nine (9) hour days and one (1) eight (8) hour day. To ensure that the employee's regular work schedule does not result in unauthorized overtime, the employee's workweek begins one (1) minute after the midpoint of the employee's eight (8) hour workday, such that has worked four (4) hours of the eight (8) hour workday, so that four (4) of the hours of that workday are in one (1) workweek and the other four (4) hours are in the next workweek.

The parties agree to reopen the work schedule provisions of the MOU for the purpose of ensuring consistent practice among departments and applicable regulatory requirements. It is not the intent of the parties that such negotiations take away from or add to the current work schedule provisions, except to ensure that such provisions are consistently applied in accordance with the MOU, County policies and any legal requirements.

6.2 Four (4) Week Schedules/Weekend Schedules. For Registered Nurses assigned to areas that have twenty-four (24) hour staffing, a four (4) week work schedule will be published by Nursing Administration which provides that each Registered Nurse shall have every other weekend off. Registered Nurses may exchange days off within the four (4) week cycle but no Registered Nurse shall become eligible for overtime as the result of said exchange. Such exchange days off shall be subject to the approval of the appropriate Nursing Program Manager.

Registered Nurses and Family Nurse Practitioners with twenty (20) years of service with the County shall, upon request, be granted every weekend off. The seniority date to be used to determine eligibility for weekends off after twenty (20) years of service will be

the County Service Award date as defined in Section 45 – Length of Service Definition (for service awards and vacation accruals) of the MOU.

Registered Nurses and Family Nurse Practitioners hired on or after January 1, 2019 with twenty (20) years of service with the County shall, upon request, be granted every weekend off. The service date used to determine eligibility for weekends off after twenty (20) years of service will be the employee's initial hire date into an Association bargaining unit classification.

6.3 Time Changes: Pacific Standard Time and Daylight Savings Time. For those nurses who work on the shift when daylight savings time begins and ends each year, their work hours will be adjusted for that shift to the number of work hours they regularly work on that shift.

6.4 Low Census. In the event that there is a decrease in the hospital census requiring adjusting levels of nurse staffing and/or there are insufficient nurses who volunteer to use accruals or take time off without pay in order to reduce staffing to the necessary level, the County and Association agree to meet and confer upon request regarding formal low census provisions.

SECTION 7 – OVERTIME AND COMPENSATORY TIME

7.1 Overtime. Overtime is any authorized work performed in excess of forty (40) hours per week or (8) eight hours per day. Overtime for employees on other work schedules such as on ten (10) hour or twelve (12) hour shifts is any work performed beyond that work schedule or forty (40) hours per week. All overtime shall be compensated for at the rate of one and one-half (1-1/2) times the employee's base rate of pay (not including shift and other special differentials). Permanent part-time registered nurses shall be compensated at the straight time rate for those hours worked over and above the regular work schedule but less than eight (8) hours a day or forty (40) hours per week. Overtime for permanent employees is earned and credited in a maximum of one (1) minute increments and is compensated by either pay or compensatory time off.

Employees who work a double shift shall receive fifty-four dollars ($54.00) in addition to all other compensation for each double shift worked. Registered Nurses who work from the beginning of their regularly scheduled shift to the conclusion of the next scheduled shift will be considered to have worked a double shift. If the second shift is not completed, the premium will be prorated. If the total hours worked, excluding lunch breaks, exceed sixteen (16) hours, additional prorated premium will be paid.

Employees entitled to overtime credit for holidays in positions which work around the clock (such as the County Hospital, Sheriff's Office, Jails, Juvenile Hall, and Boys' Ranch) shall be provided a choice as to whether they shall be paid at the overtime rate or shall receive compensatory time off at the rate of one and one-half (1-1/2) hours compensatory time off for each hour worked. Such compensatory time off, and the accumulation thereof, shall be in addition to the total vacation accumulation permitted

under the terms of this MOU. The specific provisions of this accumulation are set forth in Section 12.5 – Accrual of Holiday Time of this MOU.

Regular overtime for twenty-four (24) hour institutional employees may be accrued as compensatory time in accordance with Section 7.2 of this MOU.

7.2 Compensatory Time. The following provisions shall apply:

A. Employees may periodically elect to accrue compensatory time off in lieu of overtime pay and call-back pay.

1. Eligible employees who elect to receive compensatory time off in lieu of overtime pay must notify their Department Head or designee of their intention to accrue compensatory time off or to receive overtime pay at least thirty (30) days in advance of the change.

2. Eligible employees who elect to receive compensatory time off for call-back must agree to do so for a full fiscal year (July 1 through June 30). The employee must notify their department payroll staff in writing of any change in the election by May 31 of each year. Employees who become eligible (i.e., newly hired employees, employees promoting, demoting, etc.) for call-back compensatory time after May 31 of each year will be paid for authorized time until the next notification period. For the 2016/17 partial fiscal year, election must be made by August 31 and may begin September 1, 2016. Health Services Administration will alert employees of the new compensatory time election procedures.

B. The names of those employees electing to accrue compensatory time off in lieu of overtime pay or call-back pay shall be placed on lists maintained by the Department. Employees who become eligible (i.e., newly hired employees, employees promoting, demoting, etc.) for compensatory time off in accordance with these guidelines, must elect to accrue compensatory time or they will be paid for authorized overtime hours worked.

C. Compensatory time off shall be accrued at the rate of one and one-half (1-1/2) times the actual authorized overtime hours worked or call-back time earned by the employee. Compensatory time off may also be accrued for “plus one (1) hour” earned described in Sections 8.1 and 8.2.

D. Employees may not accrue a compensatory time- off balance that exceeds one hundred twenty (120) hours (i.e., eighty [80] hours at time and one-half [1-1/2]). Once the maximum balance has been attained, authorized overtime hours and call-back time will be paid at the overtime and call-back rates. If the employee's balance falls below one hundred twenty (120) hours, the employee shall again accrue compensatory time off for authorized overtime hours worked or call-back time earned until the employee's balance again reaches one hundred twenty (120) hours.

E. Accrued compensatory time off shall be carried over for use in the next fiscal

year; however, as provided in D. above, accrued compensatory time-off balances may not exceed one hundred twenty (120) hours.

F. The use of accrued compensatory time off shall be by mutual agreement between the Department Head or designee and the employee. In cases of emergency, employees will be allowed to use compensatory time with the approval of their supervisor to supplement any unpaid hours. Such approval shall not be denied unless employee has received prior notice.

Compensatory time off shall not be taken when the employee should be replaced by another employee who would be eligible to receive, for time worked, either overtime payment or compensatory time accruals as provided for in this Section. This provision may be waived at the discretion of the Department Head or designee.

G. When an employee promotes, demotes or transfers from one classification eligible for compensatory time off to another classification eligible for compensatory time off within the same department, the employee's accrued compensatory time-off balance will be carried forward with the employee.

H. Compensatory time accrual balances will be paid off when an employee moves from one department to another through promotion, demotion or transfer. Said payoff will be made in accordance with the provisions and salary of the class from which the employee is promoting, demoting or transferring as set forth in I. below.

I. Since employees accrue compensatory time off at the rate of one and one-half (1-1/2) hours for each hour of authorized overtime worked or call-back time earned, accrued compensatory time balances will be paid off at the straight time rate (two-thirds [2/3] of the overtime rate) for the employee's current salary whenever:

1. the employee changes status and is no longer eligible for compensatory time off;
2. the employee promotes, demotes or transfers to another department;
3. the employee separates from County service;
4. the employee retires.

J. The Office of the County Auditor-Controller will establish time-keeping procedures to administer this Section.

7.3 <u>Continuous Shifts.</u> At the County's request, if an employee works two (2) continuous shifts (normally sixteen [16] continuous hours) which is outside the employee's regular work schedule and the first eight (8) hours fall on one day and the second eight (8) hours fall on the following day, the employee shall be paid a differential of one-half (1/2) the employee's base salary rate in addition to the employee's base salary rate for the second eight (8) hours. Additionally, such employees shall be provided a meal in the hospital cafeteria at no cost to the employee.

7.4 Per Diem Overtime Pay. Employees in the classifications of Staff Nurse-Per Diem (VWWA) and Staff Advice Nurse-Per Diem (VWXF) are eligible to receive overtime pay at the rate of one and one-half (1.5) times the employee's base rate of pay (not including differentials) for any authorized work performed in excess of the employee's eight (8), ten (10), or twelve (12) hour shift designation. Any differentials that are applicable to overtime hours worked will be computed on the employee's base rate of pay and not on the employee's overtime rate of pay. Overtime is earned and credited in one minute increments. No other provisions in this Section 7 apply to employees in per diem classifications, except Section 7.3 Continuous Shifts. The County will pay overtime in accordance with the Fair Labor Standards Act (FLSA) when applicable.

SECTION 8 – CALL-BACK TIME

8.1 Call-Back Pay. Any employee who is called back to duty shall be paid at the appropriate rate for the actual time worked plus one (1) hour. Such employee called back shall be paid a minimum of two (2) hours at the appropriate rate of each call back. This provision shall apply to employees who are not in on-call status.

8.2 Operating Room Call Back. A Registered Nurse who is in on-call status for the Operating Room and is called back to duty shall be paid for the actual time so spent plus one (1) hour, but not less than three (3) hours total for each call back.

SECTION 9 – ON-CALL DUTY

On-call duty is any time other than time when the employee is actually on duty during which an employee is not required to be on County premises but stand ready to immediately report for duty and must arrange so that the employee's superior can contact the employee on ten (10) minutes notice or less. Any employee assigned to on-call time shall be paid one (1) hour of straight time pay for every two (2) hours on such on-call time.

SECTION 10 –SHIFT DIFFERENTIAL

10.1 Shift Differentials.

A. Evening Shift. An employee who works an evening shift in which the employee works four (4) or more hours between 5:00 p.m. and 11:00 p.m. shall receive a shift differential of twelve percent (12%) of the employee's base pay.

Split shifts with more than one and one-half (1-1/2) hours between the two (2) portions of the shift shall also qualify for the twelve percent (12%) hourly differential.

B. Night Shift. An employee who works a night shift in which the employee works four (4) or more hours between 11:00 p.m. and 8:00 a.m. shall receive a shift differential of fifteen percent (15%) of the employee's base pay.

C. Special Provisions.

1. An employee who works overtime shall receive shift differential in addition to overtime compensation only when the overtime hours independently satisfy the requirement for shift differential as stated above. The shift differential shall be computed on the employee's base salary.

2. Employees who have been regularly working a shift qualifying for shift differential immediately preceding the commencement of a vacation, paid sick leave period, paid disability or other paid leave, will have shift differential included in computing the pay for their leave. The paid leave of an employee who is on a rotating shift schedule shall include the shift differential that would have been received had the employee worked the shift for which the employee was scheduled during such period. Shift differential shall only be paid during paid sick leave and paid disability as provided above for the first thirty (30) calendar days of each absence.

3. Employees in the Registered Nursing Unit whose regular shift is extended such that it ends twelve (12) consecutive hours or more after its beginning shall receive shift differential paid at the differential rate appropriate for those additional hours in excess of eight (8). A Registered Nurse released from duty at the request of Nursing Administration prior to the completion of twelve (12) hours work will receive the appropriate shift differential on those hours worked in excess of eight (8) hours.

4. When a shift employee works on a recognized holiday, the employee shall be entitled to holiday pay and shift differential to be computed on the employee's base salary.

10.2 Weekend Differential. Registered Nurses shall receive a weekend shift bonus of sixty dollars ($60.00) per shift for each weekend shift worked which 1) falls on weekends for which the nurse is not scheduled to work in their normal work schedule; 2) falls between the beginning of the night shift on Friday and the end of the evening shift on Sunday; 3) is worked for the full duration of the shift; and 4) is not the result of a trade. The affected Registered Nurse is to note such qualifying shifts on his/her time sheets in order to receive this compensation.

10.3 Departmental Differentials. Each full-time, part-time and permanent-intermittent Registered Nurse who is assigned to one of the following units/services, will receive a salary differential of eighty dollars ($80.00) per month: Surgery, Recovery, Labor and Delivery, Nursery, Postpartum, Pediatrics, Critical Care Unit, Intermediate Care Unit, Emergency Room, 4B, 5C, 5D, Mental Health Crisis Unit, 4A, Inpatient Psychiatry 4C/4D, Martinez Detention, West County Detention, or Juvenile Hall.

Registered Nurses assigned to the following units/services and Family Nurse Practitioners are not eligible for this differential: Education and Training, Specialty Clinic; Family Practice and Adult Medicine Clinics in Concord, Brentwood, Pittsburg, Antioch, Bay Point, North Richmond, and Richmond Health Centers; Adult Mental Health Dual Diagnosis Program, Public Health Clinic staffing pool, and Public Health Nursing pool.

10.4 Emergency Department Differential. A five percent (5%) base pay salary differential shall be paid for those Emergency Department RNs who qualify for an Emergency Department differential.

10.5 Per Diem Differentials.

A. Shift Differentials: Employees in the classification of Staff Nurse-Per Diem (VWWA) and Staff Advice Nurse-Per Diem (VWXF) who are paid on an hourly basis, are eligible for the following differentials under the stated circumstances:

1. Evening Shift: An employee will receive a shift differential of twelve percent (12%) of the employee's base hourly rate of pay for the employee's entire shift designation when the employee works four (4) or more hours between 5:00 p.m. and 11:00 p.m.

2. Night Shift. An employee will receive a shift differential of fifteen percent (15%) of the employee's base hourly rate of pay for the employee's entire shift designation when the employee works four (4) or more hours between 11:00 p.m. and 8:00 a.m.

B. Detention Facility Assignment. An employee in a per diem classification who works in Martinez Detention (2578), West County Detention (2580), Marsh Creek Detention (2585), Juvenile Hall (3120), Byron Boys Center (3160), Martinez Detention Infirmary (5700), West County Detention Infirmary (5701), Juvenile Hall Nursing (5702), Detention Mental Health Martinez (5710) or Detention Mental Health West County (5711) will receive a ten percent (10%) differential of the employee's base hourly rate of pay for each hour worked in that assignment.

C. Emergency Department Differential. An employee in a per diem classification who works in the Emergency Department of Contra Costa Regional Medical Center will receive a five percent (5%) differential of the employee's base hourly rate of pay for each hour worked in the Emergency Department.

D Code Gray/STAT Team Differential. An employee in a per diem classification assigned by administration to respond to emergency Code Gray calls as a member of the STAT Team will receive a ten percent (10%) differential of the employee's base hourly rate of pay for a maximum of eight (8) hours. Assignment is conditional on an employee successfully completing the required non-violence training and maintaining the required certification.

E. No other provisions of this Section 10 apply to employees in per diem classifications.

SECTION 11 – SENIORITY, WORKFORCE REDUCTION, LAYOFF AND REASSIGNMENT

11.1 Workforce Reduction. In the event that funding reductions or shortfalls in funding occur in a department or are expected, which may result in layoffs, the department will notify the Union and take the following actions:

A. Identify the classification(s) in which position reductions may be required due to funding reductions or shortfalls.

B. Advise employees in those classifications that position reductions may occur in their classifications.

C. Accept voluntary leaves of absence from employees in those classifications which do not appear to be potentially impacted by possible position reductions when such leaves can be accommodated by the department.

D. Consider employee requests to reduce their position hours from full time to part time to alleviate the impact of the potential layoffs.

E. Approve requests for reduction in hours, lateral transfers, and voluntary demotions to vacant, funded positions in classes not scheduled for layoffs within the department, as well as to other departments not experiencing funding reductions or shortfalls when it is a viable operational alternative for the department(s).

F. Review various alternatives which will help mitigate the impact of the layoff by working through the Tactical Employment Team (TET) program to:

1. Maintain an employee skills inventory bank to be used as a basis for referrals to other employment opportunities.

2. Determine if there are other positions to which employees may be transferred.

3. Refer interested persons to vacancies which occur in other job classes for which they qualify and can use their layoff eligibility.

4. Establish workshops to aid laid off employees in areas such as resume preparation, alternate career counseling, job search strategy, and interviewing skills.

G. When it appears to the Department Head and/or Chief of Labor Relations that the Board of Supervisors may take action which will result in the layoff of employees

in a representation unit, the Chief of Labor Relations shall notify the Union of the possibility of such layoffs and shall meet and confer with the Union regarding the implementation of the action.

11.2 Separation through Layoff.

A. Grounds for Layoff. Any employee(s) having permanent status in position(s) in the merit service may be laid off when the position is no longer necessary, or for reasons of economy, lack of work, lack of funds or for such other reason(s) as the Board of Supervisors deems sufficient for abolishing the position(s).

B. Order of Layoff. The order of layoff in a department shall be based on inverse seniority in the class of positions, the employee in that department with least seniority being laid off first and so on.

C. Layoff by Displacement.

1. In the Same Class. A laid off permanent full-time employee may displace an employee in the department having less seniority in the same class who occupies a permanent-intermittent or permanent part-time position, the least senior employee being displaced first.

2. In the Same Level or Lower Class. A laid off or displaced employee who had achieved permanent status in a class at the same or lower salary level as determined by the salary schedule in effect at the time of layoff may displace within the department and in the class of an employee having less seniority, the least senior employee being displaced first, and so on with senior displaced employees displacing junior employees.

D. Particular Rules on Displacing.

1. Permanent-intermittent and permanent part-time employees may displace only employees holding permanent positions of the same type respectively.

2. A permanent full-time employee may displace any intermittent or part-time employee with less seniority 1) in the same class, or 2) in a class of the same or lower salary level if no full-time employee in a class at the same or lower salary level has less seniority than the displacing employees.

3. Former permanent full-time employees who have voluntarily become permanent part-time employees for the purpose of reducing the impact of a proposed layoff with the written approval of the Director of Human Resources or designee retain their permanent full-time employee seniority rights for layoff purposes only and may in a later layoff displace a full-time employee with less seniority as provided in these rules.

E. Seniority. An employee's seniority within a class for layoff and displacement purposes shall be determined by adding the employee's length of service in the particular class in question to the employee's length of service in other classes at the same or higher salary levels as determined by the salary schedule in effect at the time of layoff. Employees reallocated or transferred without examination from one class to another class having a salary within five percent (5%) of the former class, shall carry the seniority accrued in the former class into the new class. Employees reallocated to a new deep class upon its initiation or otherwise reallocated to a deep class because the duties of the position occupied are appropriately described in the deep class shall carry into the deep class the seniority accrued or carried forward in the former class and seniority accrued in other classes which have been included in the deep class. Service for layoff and displacement purposes includes only the employee's last continuous permanent County employment. Periods of separation may not be bridged to extend such service unless the separation is a result of layoff in which case bridging will be authorized if the employee is reemployed in a permanent position within the period of layoff eligibility. Approved leaves of absence as provided for in these rules and regulations shall not constitute a period of separation. In the event of ties in seniority rights in the particular class in question, such ties shall be broken by length of last continuous permanent County employment. If there remain ties in seniority rights, such ties shall be broken by counting total time in the department in permanent employment. Any remaining ties shall be broken by random selection among the employees involved.

F. Eligibility for Layoff List. Whenever any person who has permanent status is laid off, has been displaced, has been demoted by displacement or has voluntarily demoted in lieu of layoff or displacement, or has transferred in lieu of layoff or displacement, the person's name shall be placed on the layoff list for the class of positions from which that person has been removed.

G. Order of Names on Layoff. First, layoff lists shall contain the names of persons laid off, displaced, or demoted as a result of a layoff or displacement, or who have voluntarily demoted or transferred in lieu of layoff or displacement, or who have transferred in lieu of layoff or displacement. Names shall be listed in order of layoff seniority in the class from which laid off, displaced, demoted or transferred on the date of layoff, the most senior person listed first. In case of ties in seniority, the seniority rules shall apply except that where there is a class seniority tie between persons laid off from different departments, the tie(s) shall be broken by length of last continuous permanent County employment with remaining ties broken by random selection among the employees involved.

H. Duration of Layoff and Reemployment Rights. The name of any person granted reemployment privileges shall continue on the appropriate list for a period of two (2) years. Persons placed on layoff lists shall continue on the appropriate list for a period of four (4) years.

I. Certification of Persons From Layoff Lists. Layoff lists contain the name(s) of person(s) laid off, displaced or demoted by displacement or voluntarily demoted in lieu of layoff or displacement or transferred in lieu of layoff or displacement. When a request for personnel is received from the appointing authority of a department from which an eligible(s) was laid off, the appointing authority shall receive and appoint the eligible highest on the layoff list from the department. When a request for personnel is received from a department from which an eligible(s) was not laid off, the appointing authority shall receive and appoint the eligible highest on the layoff list who shall be subject to a probationary period. A person employed from a layoff list shall be appointed at the same step of the salary range the employee held on the day of layoff**.**

J. Removal of Names from Reemployment and Layoff Lists. The Director of Human Resources may remove the name of any eligible from a reemployment or layoff list for any reason listed below:

1. For any cause stipulated in Section 404.1 of the Personnel Management Regulations.

2. On evidence that the eligible cannot be located by postal authorities.

3. On receipt of a statement from the appointing authority or eligible that the eligible declines certification or indicates no further desire for appointment in the class.

4. If three (3) offers of permanent appointment to the class for which the eligible list was established have been declined by the eligible.

5. If the eligible fails to respond to the Director of Human Resources or the appointing authority within ten (10) days to written notice of certification mailed to the person's last known address.

6. If the person on the reemployment or layoff list is appointed to another position in the same or lower classification, the name of the person shall be removed.

7. However, if the first permanent appointment of a person on a layoff list is to a lower class which has a top step salary lower than the top step of the class from which the person was laid off, the name of the person shall not be removed from the layoff list. Any subsequent appointment of such person from the layoff list shall result in removal of that person's name.

K. Removal of Names from Reemployment and Layoff Certifications. The Director of Human Resources may remove the name of any eligible from a reemployment or layoff certification if the eligible fails to respond within five (5) days to a written notice of certification mailed to the person's last known address.

11.3 Notice. The County agrees to give employees scheduled for layoff at least ten (10) workdays notice prior to their last day of employment.

11.4 Special Employment Lists. The County will establish a Tactical Employment Team (TET) Employment Pool which will include the names of all laid-off County employees. Special employment lists for job classes may be established from the pool. Persons placed on a special employment list must meet the minimum qualifications for the class. An appointment from such a list will not affect the individual's status on a layoff list(s).

11.5 Reassignment of Laid Off Employees. Employees who displaced within the same classification from full-time to part-time or intermittent status in a layoff, or who voluntarily reduced their work hours to reduce the impact of layoff, or who accepted a position of another status than that from which they were laid off upon referral from the layoff list, may request reassignment back to their pre-layoff status (full time or part time or increased hours). The request must be in writing in accord with each department's reassignment bid or selection process. Employees will be advised of the reassignment procedure to be followed to obtain reassignment back to their former status at the time of the workforce reduction. The most senior laid off employee in this status who requests such a reassignment will be selected for the vacancy; except when a more senior laid off individual remains on the layoff list and has not been appointed back to the class from which laid off, a referral from the layoff list will be made to fill the vacancy.

11.6 Further Study. The County agrees to meet with the employees represented by the Labor Coalition and its member employee organizations (herein referred to as "Labor Coalition") for study of the concept of employee's waiver of displacement rights in a layoff.

SECTION 12 – HOLIDAYS

12.1 Holidays Observed. The County will observe the following holidays:

A. January 1st, known as New Year's Day
Third Monday in January known as Dr. Martin Luther King, Jr. Day
Third Monday in February, known as Presidents' Day
The last Monday in May, known as Memorial Day
July 4th known as Independence Day
First Monday in September, known as Labor Day
November 11th, known as Veterans' Day
Fourth Thursday in November, known as Thanksgiving Day
The Friday after Thanksgiving Day
December 25th, known as Christmas Day

Such other days as the Board of Supervisors may by resolution designate as holidays.

B. Employees in positions that are designated as twenty-four (24) hour positions will also observe the following additional holidays:

September 9th, known as Admission Day
Second Monday in October, known as Columbus Day
February 12th, known as Lincoln's Day

Family Nurse Practitioner positions are designated as twenty-four (24) hour positions.

C. Employees who only observe the holidays listed in Subsection 12.1 A. above will accrue two (2) hours of personal holiday credit per month. Such personal holiday time may be taken in increments of one (1) hour, and preference of personal holidays will be given to employees according to their seniority in their department as reasonably as possible. No employee may accrue more than forty (40) hours of personal holiday credit. On separation from County service, an employee will be paid for any unused personal holiday credits at the employee's then current pay rate.

D. Any holiday observed by the County that falls on a Saturday is observed on the preceding Friday and any holiday that falls on a Sunday is observed on the following Monday. However, for employees who are assigned to units or services that operate on a shift operational cycle that includes Saturdays and Sundays, holidays are observed on the day on which they fall regardless, if it is a Saturday or Sunday.

12.2 Holiday is NOT Worked and Holiday Falls on Scheduled Work Day

A. **Holiday Observed – Full-time Employees:** Each full-time employee is entitled to observe a holiday (8 hours off work), without a reduction in pay, whenever a holiday is observed by the County. When a full-time employee is scheduled to work less than eight (8) hours on a holiday and the employee observes the holiday, the employee is also entitled to receive flexible pay or flexible compensation time at the rate one (1.0) times his/her base rate of pay (not including differentials) for the difference between eight (8) hours and the hours the employee was scheduled to work on the holiday.

B. **Holiday Observed in Excess of Eight (8) hours – Full time Employees:** When a holiday falls on a full-time employee's scheduled workday, the employee is entitled to only eight (8) hours off without a reduction in pay. If the workday is a nine (9) hour day, the employee must use one (1) hour of non-sick leave accruals. If the workday is a ten (10) hour day, the employee must use two (2) hours of non-sick leave accruals. If the workday is a twelve (12) hour day, the employee must use four (4) hours of non-sick leave accruals. If the employee does not have any non-sick leave accrual balances, leave without pay (AWOP) will be authorized.

C. **Holiday Observed - Part Time Employees:** When a holiday is observed by the County, each part time employee is entitled to observe the holiday in the same ratio as his/her number of position hours bears to forty (40) hours, multiplied by 8 (hours), without a reduction in pay. For example, a part time employee whose position hours are 24 per week is entitled to 4.8 hours off work on a holiday (24/40 multiplied by 8 = 4.8). Hereafter, the number of hours produced by this calculation will be referred to as the "Part-Time employee's holiday hours."

When the number of hours in a part time employee's scheduled work day that falls on a holiday ("scheduled work hours") is less than the employee's "Part Time employee's holiday hours," the employee is also entitled to receive flexible pay or flexible compensation time at the rate of one (1.0) times his/her base rate of pay (not including differentials) for the difference between the employee's "scheduled work hours" and the employee's "Part-Time employee's holiday hours."

When the number of hours in a part time employee's scheduled work day that falls on a holiday ("scheduled work hours") is more than the employee's "Part Time employee's holiday hours," the employee must use non-sick leave accruals for the difference between the employee's "scheduled work hours" and the employee's "Part Time employee's holiday hours." If the employee does not have any non-sick leave accrual balances, leave without pay (AWOP) will be authorized.

12.3 Holiday is NOT Worked and Holiday Falls on Scheduled Day Off

A. **Full-Time Employee:** When a holiday is observed by the County on the scheduled day off of a full-time employee, the employee is entitled to take eight (8) hours off work, without a reduction in pay, in recognition of the holiday. The employee is also entitled to receive eight (8) hours of flexible pay or flexible compensation time at the rate of one (1.0) times his/her base rate of pay (not including differentials) in recognition of his/her scheduled day off.

B. **Part-Time Employee:** When a holiday is observed by the County on the scheduled day off of a part-time employee, the part-time employee is entitled to observe the holiday in the amount of the "Part-Time employee's holiday hours," without a reduction in pay, in recognition of the holiday. The employee is also entitled to receive flexible pay or flexible compensation time at the rate of one (1.0) times his/her base rate of pay (not including differentials) in the amount of the "Part-Time employee's holiday hours" in recognition of his/her scheduled day off.

12.4 Holiday is WORKED and Holiday Falls on Scheduled Work Day:

A. **Full-Time Employee:** When a full-time employee works on a holiday that falls on the employee's scheduled work day, the employee is entitled to receive his/her regular salary. The employee is also entitled to receive holiday pay or holiday compensation time at the rate of one and one half (1.5) times his/her

base rate of pay (not including differentials) for all hours worked up to a maximum of eight (8) hours. When a full time employee is scheduled to work more than eight (8) hours on a holiday (long shift) and the employee works more than the long shift hours, the employee is entitled to receive overtime pay or overtime compensation time at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) for all hours worked beyond the long shift hours.

When a full-time employee is scheduled to work less than 8 hours on a holiday (short shift) and the employee works that short shift, the employee is also entitled to receive flexible pay or flexible compensation time at the rate of one (1.0) times his/her base rate of pay (not including differentials) for the difference between eight (8) hours and the short shift hours.

B. **Part-Time Employee:** When a part-time employee works on a holiday that falls on the employee's scheduled work day, the part-time employee is entitled to receive his/her regular salary. The part-time employee is also entitled to receive holiday pay or holiday compensation time at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) for all hours worked on the holiday, up to a maximum of eight hours.

When a part time employee is scheduled to work more than his/her "part time employee's holiday hours" on a holiday (long shift) and the employee works more than the long shift hours, the employee is entitled to receive overtime pay or overtime compensation time at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) for all hours worked beyond the long shift hours.

12.5 Holiday is Worked and Holiday Falls on Scheduled Day Off.

A. **Full-Time Employee:** When a full-time employee works on a holiday that falls on the employee's scheduled day off, the employee is entitled to receive his/her regular salary. The employee is also entitled to receive overtime pay or overtime compensation time at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) for all hours worked on the holiday. The full time employee is also entitled to receive eight (8) hours of flexible pay or flexible compensation time at the rate of one (1.0) times his/her base rate of pay (not including differentials) in recognition of his/her scheduled day off.

B. **Part-Time Employee:** When a part-time employee works on a holiday that falls on the employee's scheduled day off, the employee is entitled to receive his/her regular salary. The part-time employee is also entitled to receive overtime pay or overtime compensation time at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) for all hours worked on the holiday. The part time employee is also entitled to receive flexible pay or flexible compensation time at the rate of one (1.0) times his/her base rate of pay (not including differentials) multiplied by the amount of the "Part-time employee's holiday hours" in recognition of his/her scheduled day off.

12.6 Holiday and Compensatory Time Provisions.

A. **Maximum Accruals of Holiday Comp Time.** Holiday compensatory time may not be accumulated in excess of two hundred eighty-eight (288) hours. After two hundred eighty-eight (288) hours are accrued by an employee, the employee will receive holiday pay at the rate of one and one half (1.5) times his/her base rate of pay. Holiday compensatory time may be used by the employee at those dates and times determined by mutual agreement of the employee and the Department Head or designee.

B. **Pay Off of Holiday Comp Time.** Holiday compensatory time will be paid off only upon a change in status. A change in status includes separation, transfer to another department, reassignment to a permanent-intermittent position, or the transfer, assignment, promotion, or demotion into a position that is not eligible for holiday compensatory time.

C. **Maximum Accruals of Flexible Compensatory Time.** Flexible compensatory time may not be accumulated in excess of two hundred eighty-eight (288) hours. After two hundred eighty-eight (288) hours are accrued by an employee, the employee will receive flexible pay at the rate of 1.0 times his/her base rate of pay. Flexible compensatory time may be used by an employee on those dates and times determined by mutual agreement of the employee and the Department Head or designee.

D. **Pay Off of Flexible Comp Time.** Flexible compensatory time will be paid off only upon a change in status. A change in status includes separation, transfer to another department, reassignment to a permanent-intermittent position, or the transfer, assignment, promotion, or demotion into a position that is not eligible for flexible compensatory time.

12.7 Permanent Intermittent Employee.

Holiday is Worked: Permanent intermittent employees who work on a holiday are entitled to receive overtime pay at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) for all hours worked on the holiday.

12.8 Christmas and New Year's Day. Each nurse qualifying for paid holidays shall not be scheduled for work on one of the following holidays each year: Christmas or New Year's Day. Thanksgiving day holiday will be treated as any other holiday.

12.9 Holiday Meal. Employees represented by the Association who are employed at the County Hospital and who are required to work on Thanksgiving, Christmas or New Year's Day will be provided a free meal in the Hospital Cafeteria at no cost to the employee only between the hours of 6:30 a.m. and 6:30 p.m.

12.10 Per Diem Holiday Pay and Holiday Meal. When an employee in the classification of Staff Nurse-Per Diem (VWWA) or Staff Advice Nurse–Per Diem (VWXF) works on a holiday set forth in Section 12.1.A, above, the employee is entitled

to receive overtime pay at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) for all hours worked, up to a maximum of eight (8) hours. Employee in per diem classifications who work at the County Hospital and who are required to work on Thanksgiving, Christmas, or New Year's Day will be given a meal in the Hospital Cafeteria at no cost to the employee only between the hours of 6:30 a.m. and 6:30 p.m. No other provisions of this Section 12 apply to employees in per diem classifications.

SECTION 13 – VACATION LEAVE

13.1 Vacation Allowance. Permanent and provisional employees in permanent positions are entitled to vacation with pay. Accrual is based upon straight-time hours of working time per calendar month of service and begins on the date of appointment to a permanent position. Increased accruals begin on the first of the month following the month in which the employee qualifies. Accrual for portions of a month shall be in minimum amounts of one (1) hour calculated on the same basis as for partial month compensation pursuant to Section 5.9 of this MOU. Vacation credits may not be taken during the first six (6) calendar months of employment, not necessarily synonymous with probationary status, except where sick leave has been exhausted; and none shall be allowed in excess of actual accrual at the time vacation is taken. Vacation credits may be taken in one-tenth hour (6 minute) increments.

13.2 Vacation Accrual Rates.

Length of Service	Monthly Accrual Hours	Maximum Cumulative Hours
Under 15 years	10	240
15 through 19 years	13-1/3	320
20 through 24 years	16-2/3	400
25 through 29 years	20	480
30 years and up	23-1/3	560

13.3 Vacation Accrual During Leave Without Pay. No employee who has been granted leave without pay or unpaid military leave shall accrue any vacation credit during the time of such leave, nor shall an employee who is absent without pay accrue vacation credit during the absence.

13.4 Professional Sabbatical Leave. Employees who have completed five (5) years or more of employment shall annually receive three (3) days of paid sabbatical leave. Employees who have completed seven (7) or more years of employment shall receive an additional day for a total of four (4) days of paid sabbatical leave. This leave shall be granted under the same provisions for vacation leave.

13.5 Vacation Allowance for Separated Employees. On separation from County service, an employee shall be paid for any unused vacation credits at the employee's then current pay rate.

13.6 Permanent Part-Time and Intermittent Employees. Employees in permanent part-time and permanent-intermittent positions shall accrue vacation benefits on a prorated basis as provided in Resolution No. 81/1165, Section 36-2.006.

13.7 Vacation Requests. Vacation for employees in the Hospital and Clinic Division Hospital Nursing Service (including the Detention Facilities) and Ambulatory Care Nursing Services shall be scheduled on an annual cycle, April 1 through March 30.

Employees must submit their written vacation request by February 1 of each year. The Hospital will post a schedule of vacations by March 1 of each year. The vacation schedule will be effective on April 1 of each year.

Only one (1) employee per classification from each work site and shift may be pre-approved for vacation at the same time. In case of conflict, the employee with the greater length of service in their classification will receive the requested vacation time. Less senior employees will be given the opportunity to request a different time before the annual schedule is posted.

Vacation requests submitted after February to the Nurses assigned Nursing Program Manager shall be considered on a first come basis and the County will respond to such requests within thirty (30) days from receipt. If staffing and patient care requirements do not permit all Registered Nurses requesting a certain vacation preference to take their vacations over the same period, length of service in their classification among those Registered Nurses who submit vacation requests at the same time shall be the determining factor within each work area. Arrangements for vacation replacements shall be the responsibility of Nursing Service, it being understood that denial of the vacation request may result if Nursing Service is unable to arrange for replacements.

Effective January 1, 2007, Employees may select vacations that include observed holidays set forth in this MOU, other than Christmas and New Year's Day. Christmas and New Year's Day, shall be rotated amongst staff rather than determined by seniority.

13.8 Vacation Leave on Reemployment from a Layoff List. Employees with six (6) months or more service in a permanent position prior to their layoff who are employed from a layoff list, shall be considered as having completed six (6) month's tenure in a permanent position for the purpose of vacation leave. The appointing authority or designee will advise the Auditor-Controller's Payroll Unit in each case where such vacation is authorized so that appropriate Payroll system override actions can be taken.

13.9 Policy for Family Nurse Practitioners. The following policy governs the approval of vacation requests and the vacation coverage responsibilities of the Family Nurse Practitioners.

Vacation requests for Family Nurse Practitioners in the Hospital and Clinics Division which are received in the Medical Staff office thirty-five (35) days in advance will be responded to within ten (10) days of the receipt of the request and will be approved or denied based on overall FNP staffing considerations for the time requested. Vacation requests which are received less than thirty-five (35) days in advance will also be

considered, but preference will be given to those requests submitted with more than thirty-five (35) days advance notice.

13.10 Vacation Leave Accrual Usage. An employee's total accrual for the purpose of granting vacation leave shall include accrued: (a) vacation credits, (b) compensatory time, (c) holiday compensatory time, (d) Flexible compensatory time, and (e) professional sabbatical leave.

SECTION 14 – SICK LEAVE

14.1 Purpose of Sick Leave. The primary purpose of paid sick leave is to ensure employees against loss of pay for temporary absences from work due to illness or injury. It is a benefit extended by the County and may be used only as authorized; it is not paid time off which employees may use for personal activities.

14.2 Credits To and Charges Against Sick Leave. Sick leave credits accrue at the rate of eight (8) working hour's credit for each completed month of service, as prescribed by County Salary Regulations. Employees who work a portion of a month are entitled to a pro rata share of the monthly sick leave credit computed on the same basis, as is partial month compensation.

Credits to and charges against sick leave are made in minimum amounts of one minute increments.

Unused sick leave credits accumulate from year to year. When an employee is separated other than through retirement, accumulated sick leave credits shall be canceled, unless the separation results from layoff, in which case the accumulated credits shall be restored if he/she is reemployed in a permanent position within the period of lay-off eligibility.

Upon the date of retirement, an employee's accumulated sick leave is converted to retirement time on the basis of one (1) day of retirement service credit for each day of accumulated sick leave credit.

14.3 Policies Governing the Use of Paid Sick Leave. As indicated above, the primary purpose of paid sick leave is to ensure employees against loss of pay for temporary absences from work due to illness or injury. The following definitions apply:

Immediate Family: Includes only the spouse, son, stepson, daughter, stepdaughter, father, stepfather, mother, stepmother, brother, sister, grandparent, grandchild, niece, nephew, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister in-law, foster children, aunt, uncle, cousin, stepbrother, stepsister, or domestic partner of an employee and/or includes any other person for whom the employee is the legal guardian or conservator, or any person who is claimed as a "dependent" for IRS reporting purposes by the employee.

Employee: Any person employed by Contra Costa County in an allocated position in the County service.

Paid Sick Leave Credits: Sick leave credits provided for by County Salary Regulations and Memoranda of Understanding.

Condition/Reason: With respect to necessary verbal contacts and confirmations which occur between the department and the employee when sick leave is requested or verified, a brief statement in non-technical terms from the employee regarding inability to work due to injury or illness is sufficient.

Accumulated paid sick leave credits may be used, subject to appointing authority approval, by an employee in pay status, but only in the following instances:

A. Temporary Illness or Injury of an Employee. Paid sick leave credits may be used when the employee is off work because of a temporary illness or injury.

B. Permanent Disability Sick Leave. Permanent disability means the employee suffers from a disabling physical injury or illness and is thereby prevented from engaging in any County occupation for which the employee is qualified by reason of education, training or experience. Sick leave may be used by permanently disabled employees until all accruals of the employee have been exhausted or until the employee is retired by the Retirement Board, subject to the following conditions:

1. An application for retirement due to disability has been filed with the Retirement Board.

2. Satisfactory medical evidence of such disability is received by the appointing authority within thirty (30) days of the start of use of sick leave for permanent disability.

3. The appointing authority may review medical evidence and order further examination as deemed necessary, and may terminate use of sick leave when such further examination demonstrates that the employee is not disabled, or when the appointing authority determines that the medical evidence submitted by the employee is insufficient, or where the above conditions have not been met.

C. Communicable Disease. An employee may use paid sick leave credits when under a physician's order to remain secluded due to exposure to a communicable disease.

D. Sick Leave Utilization for Pregnancy Disability. Employees, whose disability is caused or contributed to by pregnancy, miscarriage, abortion, childbirth, or recovery there from, shall be allowed to utilize sick leave credit to the maximum accrued by such employee during the period of such disability under the conditions set forth below:

1. Application for such leave must be made by the employee to the appointing authority accompanied by a written statement of disability from the employee's attending physician. The statement must address itself to the employee's general physical condition having considered the nature of the work performed by the employee, and it must indicate the date of the commencement of the disability as well as the date the physician anticipates the disability to terminate.

2. If an employee does not apply for leave and the appointing authority believes that the employee is not able to properly perform her work or that her general health is impaired due to disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth or recovery therefrom, the employee shall be required to undergo a physical examination by a physician selected by the County. Should the medical report so recommend, a mandatory leave shall be imposed upon the employee for the duration of the disability.

3. Sick leave may not be utilized after the employee has been released from the hospital unless the employee has provided the County with a written statement from her attending physician stating that her disability continues and the projected dates of the employee's recovery from such disability.

E. Medical and Dental Appointments. An employee may use paid sick leave credits:

1. For working time used in keeping medical and dental appointments or the employee's own care; and

2. for working time used by an employee for pre-scheduled medical and dental appointments for an immediate family member.

F. Emergency Care of Family. An employee may use paid sick leave credits for working time used in cases of illness or injury to an immediate family member.

G. Death of Family Member. An employee may use paid sick leave credits for working time used because of a death in the employee's immediate family, or of the employee’s domestic partner, but this shall not exceed three (3) working days, plus up to two (2) days of work time for necessary travel. Use of additional accruals including sick leave when appropriate may be authorized in conjunction with the bereavement leave at the discretion of the appointing authority.

Additional leave time may also be provided in accordance with Sections 16.1 - Leave Without Pay and 16.5 - Family Care Leave or Medical Leave of this MOU.

H. Legal Adoption of a Child. Paid sick leave credits may be used by an employee upon adoption of the child.

I. Accumulated paid sick leave credits may not be used in the following situations:

1. Vacation: Paid sick leave credits may not be used for an employee's illness or injury which occurs while he is on vacation but the County Administrator may authorize it when extenuating circumstances exist and the appointing authority approves.

2. Not in Pay Status: Paid sick leave credits may not be used when the employee would otherwise be eligible to use paid sick leave credits but is not in pay status.

14.4 Administration of Sick Leave. The proper administration of sick leave is a responsibility of the employee and the Department Head. The following procedures apply:

A. Employee Responsibilities.

1. Employees are responsible for notifying their department of an absence prior to the commencement of their work shift or as soon thereafter as possible. Notification shall include the reason and possible duration of the absence.

2. Employees in the Hospital Nursing Service are required to notify the Nursing Office at least two (2) hours prior to any shift if they are calling in sick. Employees in the Ambulatory Care Nursing Service are required to call in at least one (1) hour prior to the scheduled shift and leave a message in voice mail. Notification shall include the reason and possible duration of the absence. If, due to circumstances beyond the employee's control, the employee is unable to call within the above-mentioned time frames, he/she will call as soon thereafter as possible.

3. Employees are responsible for keeping their department informed on a continuing basis of their condition and probable date of return to work.

4. Employees are responsible for obtaining advance approval from their supervisor for the scheduled time of pre-arranged personal or family medical and dental appointment.

5. Employees are encouraged to keep the department advised of 1) a current telephone number to which sick leave related inquiries may be directed, and 2) any condition(s) and/or restriction(s) that may reasonably be imposed regarding specific locations and/or persons the department may contact to verify the employee's sick leave.

B. Department Responsibilities. The use of sick leave may properly be denied if these procedures are not followed. Abuse of sick leave on the part of the employee is cause for disciplinary action.

Departmental approval of sick leave is a certification of the legitimacy of the sick leave claim. The Department Head or designee may make reasonable inquiries about employee absences. The department may require medical verification for an absence of three (3) or more working days. The department may also require medical verification for absences of less than three (3) working days for probable cause if the employee had been notified in advance in writing that such verification was necessary. Inquiries may be made in the following ways:

1. Calling the employee's residence telephone number or other contact telephone number provided by the employee if telephone notification was not made in accordance with departmental sick leave call-in guidelines. These inquiries shall be subject to any restrictions imposed by the employee under Section 14.4 A.

2. Obtaining the employee's signature on the Absence/Overtime Record or on another form established for that purpose, as employee certification of the legitimacy of the claim.

3. Obtaining the employee's written statement of explanation regarding the sick leave claim.

4. Requiring the employee to obtain a physician's certificate or verification of the employee's illness, date(s) the employee was incapacitated, and the employee's ability to return to work, as specified above.

5. In absences of an extended nature, requiring the employee to obtain from their physician a statement of progress and anticipated date on which the employee will be able to return to work, as specified above.

Department Heads are responsible for establishing timekeeping procedures which will ensure the submission of a time card covering each employee absence and for operating their respective offices in accordance with these policies and with clarifying regulations issued by the Office of the County Administrator.

To help assure uniform policy application, the Director of Human Resources or designated management staff of the Human Resources Department should be contacted with respect to sick leave determinations about which the department is in doubt.

14.5 <u>Disability.</u>

A. An employee physically or mentally incapacitated for the performance of duty is subject to dismissal, suspension or demotion, subject to the County Employees Retirement Law of 1937. An appointing authority after giving notice may place an employee on leave if the appointing authority has filed an application for disability retirement for the employee, or whom the appointing authority believes

to be temporarily or permanently physically or mentally incapacitated for the performance of the employee's duties.

B. An appointing authority who has reasonable cause to believe that there are physical or mental health conditions present in an employee which endanger the health or safety of the employee, other employees, or the public, or which impair the employee's performance of duty, may order the employee to undergo, at County expense and on the employee's paid time, a physical, medical examination by a licensed physician and/or a psychiatric examination by a licensed physician or psychologist**,** and receive a report of the findings on such examination. If the examining physician or psychologist recommends that treatment for physical or mental health problems, including leave, are in the best interests of the employee or the County in relation to the employee overcoming any disability and/or performing his or her duties, the appointing authority may direct the employee to take such leave and/or undergo such treatment.

C. Leave due to temporary or permanent disability shall be without prejudice to the employee's right to use sick leave, vacation, or any other benefit to which the employee is entitled other than regular salary. The Director of Human Resources may order lost pay restored for good cause and subject to the employee's duty to mitigate damages.

D. Before an employee returns to work from any absence for illness or injury, other leave of absence or disability leave exceeding two (2) weeks in duration, the appointing authority may order the employee to undergo, at County expense, a physical, medical, and/or psychiatric examination by a licensed physician, and may consider a report of the findings on such examination. If the report shows that such employee is physically or mentally incapacitated for the performance of duty, the appointing authority may take such action as deemed necessary in accordance with appropriate provisions of this MOU.

14.6 <u>Workers' Compensation and Continuing Pay.</u> A permanent non-safety employee shall continue to receive the appropriate percent of regular monthly salary for all accepted claims filed before January 1, 2000. For all accepted claims filed with the County on or after January 1, 2000, the percentage of pay for employees entitled to Workers' Compensation shall be eighty-six percent (86%), except as provided below.

Employees injured on or after the implementation date of this provision for the majority of County employees shall receive eighty percent (80%) for twelve (12) consecutive months from the date of injury. Employees injured after twelve (12) months from the initial implementation date shall receive seventy-five percent (75%) for twelve (12) consecutive months from the date of injury. Employees injured after twenty-four (24) months from the initial implementation date shall receive seventy percent (70%) for twelve (12) consecutive months from date of injury. If Workers' Compensation becomes taxable, the County agrees to restore the current benefit level (one hundred percent [100%] of monthly salary) and the parties shall meet and confer with respect to funding the increased cost.

A. Waiting Period. There is a three (3) calendar day waiting period before Workers' Compensation benefits commence. If the injured worker loses any time on the day of injury, that day counts as day one (1) of the waiting period. If the injured worker does not lose time on the day of injury, the waiting period will be the first three (3) calendar days the employee does not work as a result of the injury. The time the employee is scheduled to work during this waiting period will be charged to the employee's sick leave and/or vacation accruals. In order to qualify for Workers' Compensation the employee must be under the care of a physician. Temporary compensation is payable on the first three (3) days of disability when the injury necessitates hospitalization, or when the disability exceeds fourteen (14) days.

B. Continuing Pay. A permanent employee shall receive the appropriate percentage as outlined above of regular monthly salary during any period of compensable temporary disability not to exceed one year. "Compensable temporary disability absence" for the purpose of this Section is any absence due to work-connected disability which qualifies for temporary disability compensation under Workers' Compensation Law set forth in Division 4 of the California Labor Code. When any disability becomes medically permanent and stationary, the salary provided by this Section shall terminate. No charge shall be made against sick leave or vacation for these salary payments. Sick leave and vacation rights shall not accrue for those periods during which continuing pay is received.

Employees shall be entitled to a maximum of one (1) year of continuing pay benefits for any one injury or illness.

Continuing pay begins at the same time that temporary Workers' Compensation benefits commence and continues until either the member is declared medically permanent/stationary, or until one (1) year of continuing pay, whichever comes first, provided the employee remains in an active employed status. Continuing pay is automatically terminated on the date an employee is separated from County service by resignation, retirement, layoff, or the employee is no longer employed by the County. In these instances, employees will be paid Workers' Compensation benefits as prescribed by Workers' Compensation laws. All continuing pay will be cleared through the Office of the County Administrator, Risk Management Division.

Whenever an employee who has been injured on the job and has returned to work is required by an attending physician or Family Nurse Practitioner to leave work for treatment during working hours, the employee shall be allowed time off up to three (3) hours for such treatment without loss of pay or benefits, provided the employee notifies his/her supervisor of the appointment at least three (3) business office days prior to the appointment. Said visits are to be scheduled contiguous to either the beginning or end of the scheduled workday whenever possible. This provision applies only to injuries/illnesses that have been accepted by the County as work related.

C. Applicable Pay Beyond One Year. If an injured employee remains eligible for temporary disability beyond one (1) year, applicable salary will continue by integrating sick leave and/or vacation accruals with Workers' Compensation benefits (vacation charges to be approved by the Department and the employee). If salary integration is no longer available, Workers' Compensation benefits will be paid directly to the employee as prescribed by Workers' Compensation laws.

D. Rehabilitation Integration. An injured employee who is eligible for Workers' Compensation rehabilitation temporary disability benefits and whose disability is medically permanent and stationary will continue to receive applicable salary by integrating sick leave and/or vacation accruals with Workers' Compensation rehabilitation temporary disability benefits until those accruals are exhausted. Thereafter, the rehabilitation temporary disability benefits will be paid directly to the employee.

E. Health Insurance. The County contribution to the employee's group insurance plan continues during the continuing pay period and during integration of sick leave or vacation with Workers' Compensation benefits.

A. Integration Formula. An employee's sick leave and/or vacation charges shall be calculated as follows:

$C = 8 [1 – (W \div S)]$

C = Sick leave or vacation charge per day (in hours)

W = Statutory Workers' Compensation for a month

S = Monthly salary

14.7 Labor-Management Committee. On May 26, 1981, the Board of Supervisors established a labor-management committee to administer a rehabilitation program for disabled employees. It is understood that the benefits specified above in this Section 14 shall be coordinated with the rehabilitation program as determined by the labor-management committee.

14.8 Accrual During Leave Without Pay. No employee who has been granted a leave without pay or an unpaid military leave shall accrue any sick leave credits during the time of such leave, nor shall an employee who is absent without pay accrue sick leave credits during the absence.

14.9 State Disability Insurance (SDI).

A. General Provisions. Contra Costa County participates in the State Disability Insurance (SDI) program, subject to the rules and procedures established by the State of California. The County augments the SDI program with its SDI Integration Program. Changes to the State Disability Insurance program could affect the County's SDI Integration Program. Determination of SDI payments and eligibility to receive payments is at the sole discretion of the State of California. Employees eligible for SDI benefits are required to apply for SDI benefits and to

have those benefits integrated with the use of their sick leave accruals on the following basis:

"Integration" means that employees are required to use their sick leave accruals to supplement the difference between the amount of the SDI payment and the employee's base monthly salary to the extent that the total payment does not exceed the employee's base monthly salary. Integration of sick leave with the SDI benefit is automatic and cannot be waived. Integration applies to all SDI benefits paid. For employees off work, on disability, and receiving SDI, the employee's County Department will make appropriate integration adjustments, including retroactive adjustments, if necessary. Employees must inform their Department of a disability in a timely manner in order for the Department to make appropriate integration adjustments. SDI benefit payments will be sent directly to the employee by the State of California.

When there are insufficient sick leave accruals available to fully supplement the difference between the SDI payment and the employee's base monthly salary, accruals other than sick leave may be used to supplement the difference between the amount of the SDI payment and the employee's base monthly salary. These accruals may be used only to the extent that the total payment does not exceed the employee's base monthly salary.

B. **Procedures.** Employees with more than 1.2 hours of sick leave accruals at the beginning of the disability integration period must integrate their sick leave accrual usage with their SDI benefit to the maximum extent possible.

When employees have 1.2 hours or less of sick leave accruals at the beginning of the disability integration period, the Department will automatically use 0.1 hours of sick leave per month for the duration of their SDI benefit.

When the SDI benefit is exhausted, integration terminates. The employee then may continue to use sick leave without integration and/or other accruals.

When sick leave accruals are totally exhausted, integration with the SDI benefit terminates.

Employees whose SDI claims are denied must present a copy of their claim denial to their Department. The Department will then authorize the use of unused sick leave and/or other accruals as appropriate.

C. **Method of Integration.** For purposes of integration with the SDI program, all full-time employees' schedules will be converted to eight (8) hour/five (5) day weekly work schedules.

The formula for full-time employees' sick leave integration charges is as follows:

L = [(S - D) ÷ S] x 8
S = Employee Base Monthly Salary
H = Estimated Highest Quarter (3-mos) Earnings [H = S x 3]
W = Weekly SDI Benefit from state of California SDI Weekly Benefit Table
C = Calendar Days in Each Month
D = Estimated Monthly SDI Benefit [D = (W ÷ 7) x C]
L = Sick Leave Hours Charged per Day

Permanent part-time employees, permanent-intermittent employees, and full-time employees who are working a light/limited duty reduced schedule, will have their sick leave integration adjusted accordingly.

D. **Definition.** "Base Monthly Salary", for purposes of the SDI integration program, is defined as the salary amount of the employee's step on the salary schedule of the employee's classification at the time of integration.

14.10 Confidentiality of Information/Records. Any use of employee medical records will be governed by the Confidentiality of Medical Information Act (Civil Code Sections 56 to 56.26).

SECTION 15 – CATASTROPHIC LEAVE BANK

15.1 Program Design. The Human Resources Department will operate a Catastrophic Leave Bank which is designed to assist any County employee who has exhausted all paid accruals due to a serious or catastrophic illness, injury, or condition of the employee or family member. The program establishes and maintains a Countywide bank wherein any employee who wishes to contribute may authorize that a portion of his/her accrued vacation, compensatory time, holiday compensatory time or floating holiday be deducted from those account(s) and credited to the Catastrophic Leave Bank. Employees may donate hours either to a specific eligible employee or to the bank. Upon approval, credits from the Catastrophic Leave Bank may be transferred to a requesting employee's sick leave account so that employee may remain in paid status for a longer period of time, thus partially ameliorating the financial impact of the illness, injury, or condition.

Catastrophic illness or injury is defined as a critical medical condition, a long-term major physical impairment or disability which manifests itself during employment.

15.2 Operation. The plan will be administered under the direction of the Director of Human Resources. The Human Resources Department will be responsible for receiving and recording all donations of accruals and for initiating transfer of credits from the Bank to the recipient's sick leave account. Disbursement of accruals will be

subject to the approval of a six (6) member committee composed of three (3) members appointed by the County Administrator and three (3) members appointed by the majority representative employee organizations. The committee shall meet as necessary to consider all requests for credits and shall make determinations as to the appropriateness of the request. The committee shall determine the amount of accruals to be awarded for employees whose donations are non-specific. Consideration of all requests by the committee will be on an anonymous requestor basis.

Hours transferred from the Catastrophic Leave Bank to a recipient will be in the form of sick leave accruals and shall be treated as regular sick leave accruals.

To receive credits under this plan, an employee must have permanent status, must have exhausted all time-off accruals to a level below eight (8) hours total, have applied for a medical leave of absence and have medical verification of need.

Donations are irrevocable unless the donation to the eligible employee is denied. Donations may be made in hourly blocks with a minimum donation of not less than four (4) hours from balances in the vacation, holiday, floating holiday, compensatory time, or holiday compensatory time accounts. Employees who elect to donate to a specific individual shall have seventy-five percent (75%) of their donation credited to the individual and twenty-five percent (25%) credited to the Catastrophic Leave Bank.

Time donated will be converted to a dollar value and the dollar value will be converted back to sick leave accruals at the recipient's base hourly rate when disbursed. Credits will not be on a straight hour-for-hour basis. All computations will be on a standard 173.33 basis, except that employees on other than a forty (40) hour week will have hours prorated according to their status. Any recipient will be limited to a total of one thousand forty (1,040) hours or its equivalent per catastrophic event; each donor will be limited to one hundred twenty (120) hours per calendar year.

No element of this plan is grievable. All appeals from either a donor or recipient will be resolved on a final basis by the Director of Human Resources.

No employee will have any entitlement to catastrophic leave benefits. The award of catastrophic leave will be at the sole discretion of the committee, both as to amounts of benefits awarded and as to persons awarded benefits. Benefits may be denied, or awarded for less than six (6) months. The committee will be entitled to limit benefits in accordance with available contributions and to choose from among eligible applicants, on an anonymous basis, those who will receive benefits, except for hours donated to a specific employee. In the event a donation is made to a specific employee and the committee determines the employee does not meet the Catastrophic Leave Bank criteria, the donating employee may authorize the hours to be donated to the Bank or returned to the donor’s account. The donating employee will have fourteen (14) calendar days from notification to submit his/her decision regarding the status of their donation, or the hours will be irrevocably transferred to the Catastrophic Leave Bank.

Any unused hours transferred to a recipient will be returned to the Catastrophic Leave Bank.

SECTION 16 – LEAVE OF ABSENCE

16.1 Leave Without Pay. Any employee who has permanent status may be granted a leave of absence without pay upon written request, approved by the appointing authority; provided, however, that leaves for pregnancy, pregnancy disability, serious health conditions, and family care shall be granted in accordance with applicable state and federal law.

16.2 General Administration – Leave of Absence. Requests for leave of absence without pay shall be made upon forms prescribed by the Director of Human Resources and shall state specifically the reason for the request, the date when it is desired to begin the leave and the probable date of return.

A. Leave without pay may be granted for any of the following reasons:

1. Illness, disability, or serious health condition;

2. pregnancy or pregnancy disability;

3. family care;

4. to take a course of study such as will increase the employee's usefulness on return to the employee's position;

5. for other reasons or circumstances acceptable to the appointing authority.

B. An employee must request family care leave at least thirty (30) days before the leave is to begin if the need for the leave is foreseeable. If the need is not foreseeable, the employee must provide written notice to the employer within five (5) days of learning of the event by which the need for family care leave arises.

C. A leave without pay may be for a period not to exceed one (1) year, provided the appointing authority may extend such leave for additional periods. Procedure in granting extensions shall be the same as that in granting the original leave, provided that the request for extension must be made not later than thirty (30) calendar days before the expiration of the original leave.

D. Nevertheless, a leave of absence for the employee's serious health condition or for family care (Family and Medical Leave Act herein after referred to as “FMLA”) shall be granted to an employee who requests it for up to eighteen (18) weeks during a rolling twelve (12) month period (measured backward from the date an employee uses any FMLA leave) in accordance with Section 16.5 – Family Care Leave or Medical Leave.

E. Whenever an employee who has been granted a leave without any pay desires to return before the expiration of such leave, the employee must submit a request to the appointing authority in writing at least fifteen (15) days in advance of the

proposed return. Early return is subject to prior approval by the appointing authority. The Human Resources Department shall be notified promptly of such return.

F. Except in the case of leave of absence due to family care, pregnancy, pregnancy disability, illness, disability, or serious health condition, the decision of the appointing authority granting or denying a leave or early return from leave shall be subject to appeal to the Director of Human Resources and not subject to appeal through the grievance procedure set forth in Section 24 of this MOU.

16.3 Furlough Days Without Pay. Subject to the prior written approval of the appointing authority, employees may elect to take furlough days or hours without pay (pre-authorized absence without pay), up to a maximum of fifteen (15) calendar days for any one period. Longer pre-authorized absences without pay shall have their compensation for the portion of the month worked computed in accord with Section 5.10 - Compensation for Portion of Month, of the MOU. Full-time and part-time employees who take furlough time shall have their vacation, sick leave, floating holiday and any other payroll-computed accruals computed as though they had worked the furlough time. When computing vacation, sick leave, floating holiday and other accrual credits for employees taking furlough time, this provision shall supersede Sections 13.5 – Vacation Allowance for Separated Employee, 14.2 – Credits To and Charges Against Sick Leave, 14.8 – Accrual During Leave Without Pay, and 15.1 – Catastrophic Leave Bank, Program Design of this MOU regarding the computation of vacation, sick leave, floating holiday and other accrual credits as regards furlough time only. For payroll purposes, furlough time (absence without pay with prior authorization of the appointing authority) shall be reported separately from other absences without pay to the Auditor-Controller. The existing VTO program shall be continued for the life of the contract.

16.4 Military Leave. Any employee who is ordered to serve as a member of the State Militia or the United States Army, Navy, Air Force, Marine Corps, Coast Guard or any division thereof shall be granted a military leave for the period of such service, plus ninety (90) days. Additionally, any employee who volunteers for service during a mobilization under Executive Order of the President or Congress of the United States and/or the State Governor in time of emergency shall be granted a leave of absence in accordance with applicable federal or state laws. Upon the termination of such service, or upon honorable discharge, the employee shall be entitled to return to the employee's position in the classified service provided such still exists and the employee is otherwise qualified, without any loss of standing of any kind whatsoever.

An employee who has been granted a military leave shall not, by reason of such absence, suffer any loss of vacation, holiday, or sick leave privileges which may be accrued at the time of such leave, nor shall the employee be prejudiced thereby with reference to salary adjustments or continuation of employment. For purposes of determining eligibility for salary adjustments or seniority in case of layoff or promotional examination, time on military leave shall be considered as time in County service.

Any employee who has been granted a military leave, may upon return, be required to furnish such evidence of performance of military service or of honorable discharge as the Director of Human Resources may deem necessary.

16.5 Family Care Leave or Medical Leave. Upon request to the appointing authority, any employee who has permanent status shall be entitled to at least eighteen (18) weeks leave during a rolling twelve (12) month period (measured backward from the date an employee uses any FMLA leave), less if so requested by the employee, for:

A. medical leave of absence for the employee's own serious health condition which makes the employee unable to perform the functions of the employee's position; or

B. family care leave of absence without pay for reason of the birth of a child of the employee, the placement of a child with an employee in connection with the adoption or foster care of the child by the employee, or the serious illness or health condition of a child, parent, spouse, or domestic partner of the employee.

16.6 Medical Certification. The employee may be asked to provide certification of the need for family care leave or medical leave. Additional period(s) of family care or medical leave may be granted by the appointing authority.

16.7 Intermittent Use of Leave. The eighteen (18) week entitlement may be in broken periods, intermittently on a regular or irregular basis, or may include reduced work schedules depending on the specific circumstances and situations surrounding the request for leave. The eighteen (18) weeks may include use of appropriate available paid leave accruals when accruals are used to maintain pay status, but use of such accruals is not required beyond that specified in Section 16.12 – Leave Without Pay – Use of Accruals. When paid leave accruals are used for a medical or family care leave, such time shall be counted as a part of the eighteen (18) week entitlement.

16.8 Aggregate Use for Spouse. In the situation where husband and wife are both employed by the County, the family care of medical leave entitlement based on the birth, adoption or foster care of a child is limited to an aggregate for both employees together of eighteen (18) weeks in a rolling twelve (12) month period (measured backward from the date an employee uses any FMLA leave). Employees requesting family care leave are required to advise their appointing authority(ies) when their spouse is also employed by the County.

16.9 Definitions. For medical and family care leaves of absence under this section, the following definitions apply:

A. Child: A biological, adopted, or foster child, stepchild, legal ward, conservatee or a child who is under eighteen (18) years of age for whom an employee stands in loco parentis or for whom the employee is the guardian or conservator, or an adult dependent child of the employee.

B. Parent: A biological, foster, or adoptive parent, a stepparent, legal guardian, conservator, or other person standing in loco parentis to a child.

C. Spouse: A partner in marriage as defined in California Civil Code Section 4100.

D. Domestic Partner: An unmarried person, eighteen (18) years or older, to whom the employee is not related and with whom the employee resides and shares the common necessities of life.

E. Serious Health Condition: An illness, injury, impairment, or physical or mental condition which warrants the participation of a family member to provide care during a period of treatment or supervision and involves either inpatient care in a hospital, hospice or residential health care facility or continuing treatment or continuing supervision by a health care provider (e.g., physician or surgeon) as defined by state and federal law.

F. Certification for Family Care Leave: A written communication to the employer from a health care provider of a person for whose care the leave is being taken which need not identify the serious health condition involved, but shall contain:

1. the date, if known, on which the serious health condition commenced;

2. the probable duration of the condition;

3. an estimate of the amount of time which the employee needs to render care or supervision;

4. a statement that the serious health condition warrants the participation of a family member to provide care during period of treatment or supervision;

5. if for intermittent leave or a reduced work schedule leave, the certification should indicate that the intermittent leave or reduced leave schedule is necessary for the care of the individual or will assist in their recovery, and its expected duration.

G. Certification for Medical Leave: A written communication from a health care provider of an employee with a serious health condition or illness to the employer, which need not identify the serious health condition involved, but shall contain:

1. the date, if known, on which the serious health condition commenced;

2. the probable duration of the condition;

3. a statement that the employee is unable to perform the functions of the employee's job;

4. if for intermittent leave or a reduced work schedule leave, the certification should indicate the medical necessity for the intermittent leave or reduced leave schedule, and its expected duration.

H. Comparable Positions: A position with the same or similar duties and pay which can be performed at the same or similar geographic location as the position held prior to the leave. Ordinarily, the job assignment will be the same duties in the same program area located in the same city, although specific clients, caseload, co-workers, supervisor(s), or other staffing may have changed during an employee's leave.

16.10 Pregnancy Disability Leave. Insofar as pregnancy disability leave is used under Section 14.3.D – Sick Leave Utilization for Pregnancy Disability, that time will not be considered a part of the eighteen (18) week family care leave period.

16.11 Group Health Plan Coverage. Employees who were members of one of the group health plans prior to commencement of their leave of absence can maintain their health plan coverage with the County contribution by maintaining their employment in pay status as described in Section 16.12 - Leave Without Pay – Use of Accruals. During the eighteen (18) weeks of an approved medical or family care leave under Section 16.5 – Family Care Leave or Medical Leave, the County will continue its contribution for such health plan coverage even if accruals are not available for use to maintain pay status as required under Section 16.12 - Leave Without Pay – Use of Accruals. In order to maintain such coverage, employees are required to pay timely the full employee contribution to maintain their group health plan coverage either through payroll deduction or by paying the County directly.

16.12 Leave Without Pay – Use of Accruals.

A. All Leaves of Absence. During the first twelve (12) month period of any leave of absence without pay, an employee may elect to maintain pay status each month by using available sick leave (if so entitled under Section 14.3 – Policies Governing the Use of Paid Sick Leave), vacation, floating holiday, compensatory time off or other accruals or entitlements; in other words, during the first twelve (12) months, a leave of absence without pay may be "broken" into segments and accruals used on a monthly basis at the employee's discretion. After the first twelve (12) months, the leave period may not be "broken" into segments and accruals may not be used, except when required by LTD Benefit Coordination or SDI/Sick Leave Integration under Section 14.9 – State Disability Insurance, or as provided in the sections below.

B. Family Care or Medical Leave. During the eighteen (18) weeks of an approved medical or family care leave, if a portion of that leave will be on a leave of absence without pay, the employee will be *required* to use *at least* 0.1 hour of sick leave (if so entitled under Section 14.3 – Policies Governing the Use of Paid Sick Leave), vacation, floating holiday, compensatory time off or other accruals or entitlements if such are available, although use of additional accruals is permitted under Subsection A. above.

C. Leave of Absence/Long Term Disability (LTD) Benefit Coordination. An eligible employee who files an LTD claim and concurrently takes a leave of absence without pay will be required to use accruals as provided in Subsection B herein during the eighteen (18) week entitlement period of a medical leave specified above. If an eligible employee continues beyond the eighteen (18) weeks entitlement period on a concurrent leave of absence/LTD claim, the employee may choose to maintain further pay status only as allowed under Subsection A. herein.

D. Sick leave accruals may not be used during any leave of absence, except as allowed under Section 14.3 – Policies Governing the Use of Paid Sick Leave.

16.13 Leave of Absence Replacement and Reinstatement. Any permanent employee who requests reinstatement to the classification held by the employee in the same department at the time the employee was granted a leave of absence shall be reinstated to a position in that classification and department and then only on the basis of seniority. In case of severance from service by reason of the reinstatement of a permanent employee, the provisions of Section 11 – Seniority, Workforce Reduction, Layoff and Reassignment shall apply.

16.14 Reinstatement From Family Care Medical Leave. In the case of a family care or medical leave, an employee on a 5/40 schedule shall be reinstated to the same or comparable position if the return to work is after no more than ninety (90) workdays of leave from the initial date of a continuous leave, including use of accruals, or within the equivalent on an alternate work schedule. A full-time employee taking an intermittent or reduced work schedule leave shall be reinstated to the same or comparable position if the return to work on a full schedule is after no more than seven hundred twenty (720) hours, including use of accruals, of intermittent or reduced schedule leave. At the time the original leave is approved, the appointing authority shall notify the employee in writing of the final date to return to work, or the maximum number of hours of leave, in order to guarantee reinstatement to the same or comparable position. An employee on a schedule other than 5/40 shall have the time frame for reinstatement to the same or comparable position adjusted on a pro rata basis.

16.15 Salary Review While on Leave of Absence. The salary of an employee who is on leave of absence from a County position on any anniversary date and who has not been absent from the position on leave without pay more than six (6) months during the preceding year shall be reviewed on the anniversary date. Employees on military leave shall receive salary increments that may accrue to them during the period of military leave.

16.16 Unauthorized Absence. An unauthorized absence from the work site or failure to report for duty after a leave request has been disapproved, revoked, or canceled by the appointing authority, or at the expiration of a leave, shall be without pay. Such absence may also be grounds for disciplinary action.

16.17 Non-Exclusivity. Other MOU language on this subject, not in conflict, shall remain in effect.

SECTION 17 - JURY DUTY AND WITNESS DUTY

17.1 Jury Duty. For purposes of this Section, jury duty shall be defined as any time an employee is obligated to report to the court for possible service on a jury.
When called for jury duty, County employees, like other citizens, are expected to discharge their jury duty responsibilities.

Employees shall advise their department as soon as possible if scheduled to appear for jury duty.

If summoned for jury duty in a Municipal, Superior, or Federal Court, or a Coroner's jury, employees may remain in their regular County pay status, or they may take paid leave (vacation, floating holiday, etc.) or leave without pay and retain all fees and expenses paid to them.

When an employee is summoned for jury duty selection or is selected as a juror in a Municipal, Superior or Federal Court, employees may remain in a regular pay status if they waive all fees (other than mileage), regardless of shift assignment, and the following shall apply:

A. If an employee elects to remain in a regular pay status and waive or surrender all fees (other than mileage), the employee shall obtain from the Clerk or Jury Commissioner a certificate indicating the days attended and noting that fees other than mileage are waived or surrendered. The employee shall furnish the certificate to his department where it will be retained as a department record. No "Absence/Overtime Record" is required.

B. An employee who elects to retain all fees must take leave (vacation, floating holiday, etc.) or leave without pay. No court certificate is required but an "Absence/Overtime Record" must be submitted to the department payroll clerk.

Employees are not permitted to engage in any employment regardless of shift assignment or occupation before or after daily jury service that would affect their ability to properly serve as jurors.

An employee on short notice standby to report to court, whose job duties make short notice response impossible or impractical, shall be given alternate work assignments for those days to enable them to respond to the court on short notice.

When an employee is required to serve on jury duty, the County will adjust that employee's work schedule to coincide with a Monday to Friday schedule for the remainder of their service, unless the employee requests otherwise. Participants in 9/80 or 4/10 work schedules will not receive overtime or compensatory time credit for jury duty on their scheduled days off.

Permanent-intermittent employees are entitled to paid jury duty leave only for those days on which they were previously scheduled to work.

17.2 Witness Duty. Employees called upon as a witness or an expert witness in a case arising in the course of their work or the work of another department may remain in their regular pay status and turn over to the County all fees and expenses paid to them, other than mileage allowance, or they may take vacation leave or leave without pay and retain all fees and expenses. Employees called to serve as witnesses in private cases or personal matters (e.g., accident suits and family relations) shall take vacation leave or leave without pay and retain all witness fees paid to them.

Employees shall advise their department as soon as possible if scheduled to appear for witness duty. Permanent-intermittent employees are entitled to paid witness duty only for those days on which they were previously scheduled to work.

SECTION 18 – MEDICAL, LIFE AND DENTAL CARE

18.1 County Plans. The County will offer medical and dental coverage for permanent full time employees (40/40) and permanent part time employees (whose positions are designated as 16/40 or more) and for their eligible family members, expressed in one of the Medical Plan contracts and one of the Dental Plan contracts between the County and the following providers:

a. Contra Costa Health Plans (CCHP)
b. Kaiser Permanente Health Plan
c. Health Net
d. Delta Dental

In the event of death or disability on the job, Labor Code Sections 4700-4709 are applicable.

Medical Plans:
All eligible employees will have access to the following medical plans:

a. CCHP Plan A & Plan B
b. Kaiser Permanente Plan A & Plan B
c. Health Net HMO Plan A & Plan B
d. Health Net PPO Plan A

18.2 Rate Information. The County Benefits Division will make medical and dental plan rate information available upon request to employees and departments. In addition, the County Benefits Division will publish and distribute to employees and departments information about rate changes as they occur during the year.

18.3 <u>County Medical and Dental Plan Monthly Premium Subsidy</u>

A. **<u>County Medical and Dental Plan Monthly Premium Subsidy:</u>**

1. The County subvention for medical plan will be as follows:

CCHP Plan A & B	98%
Kaiser	80%
Health Net HMO Plan A & B	80%
Health Net PPO Plan A	53.36% - The County and C.N.A. will continue to equally share (50/50) the amount of any Health Net PPO annual premium increases.

2. The County subvention for the Dental Plan will be as follows:

Delta Dental PPO/ CCHP A/B	98%
Delta Care HMO/ CCHP A/B	98%
Delta Dental PPO	78%
Delta Care HMO	78%
Dental Only	County pays all but $0.01

B. In the event that the County premium subsidy amounts are greater than one hundred percent (100%) of the applicable premium of any health or dental plan, for any plan year, the County's contribution will not exceed one hundred percent (100%) of the applicable plan premium.

18.4 <u>Family Member Eligibility Criteria:</u> The following persons may be enrolled as the eligible Family Members of a medical or dental plan Subscriber:

A. Medical Insurance

1. <u>Eligible Dependents:</u>

   a. Employee's Legal Spouse
   b. Employee's qualified domestic partner
   c. Employee's child to age 26
   d. Employee's Disabled Child who is:
      (1) over age 26,
         i. Unmarried; and,
         ii. Incapable of sustaining employment due to a physical or mental disability that existed prior to the child's attainment of age 19.

2. "Employee's child" includes natural child, child of a qualified domestic partner, step-child, adopted child and a child specified in a Qualified Medical Child Support Order (QMCSO) or similar court order.

B. Dental Insurance

1. Eligible Dependents:

   a. Employee's Legal Spouse
   b. Employee's qualified domestic partner
   c. Employee's unmarried child who is:
      (1) Under age 19; or
      (2) Age 19, or above, but under age 24; and,
         i. Resides with the Employee for more than 50% of the year excluding time living at school; and,
         ii. Receives at least 50% of support from Employee; and,
         iii. Is enrolled and attends school on a full-time basis, as defined by the school.

   d. Employee's Disabled Child who is:
      (1) Over age 19,
         i. Unmarried; and,
         ii. Incapable of sustaining employment due to a physical or mental disability that existed prior to the child's attainment of age 19.

2. "Employee's child" includes natural child, child of a qualified domestic partner, step-child, adopted child and a child specified in a Qualified Medical Child Support Order (QMCSO) or similar court order.

18.5 Partial Month. The County's contribution to the Health Plan premium is payable for any month in which the employee is paid. If an employee is not paid enough compensation in a month to pay the employee share of the premium, the employee must make up the difference by remitting the amount delinquent to the Employee Benefits Services Unit. The responsibility for this payment rests with the employee. If payment is not made, the employee shall be dropped from the health plan. An employee is thus covered by the health plan for the month in which compensation is paid.

18.6 Coverage During Absences. An employee on approved leave shall be allowed to continue his/her health plan coverage at the County group rate for twelve (12) months provided that the employee shall pay the entire premium for the health plan during said leave.

An employee on leave in excess of twelve (12) months may continue health plan coverage by converting to an individual health plan option (if available) or continuing group coverage subject to the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) provided the employee pays the entire cost of coverage, plus any administrative fees, for the option selected. The entire cost of coverage shall

be paid at a place and time specified by the County. Late payment may result in cancellation of health plan coverage with no reinstatement allowed.

An employee who terminates County employment may convert to individual health plan coverage, if available, or may continue County group health plan coverage to the extent provided under COBRA by making premium payments to the County at a time and place specified by the County.

18.7 Retirement Coverage.

A. Upon Retirement:

1. Upon retirement, eligible employees and their eligible family members may remain in their County medical/dental plan, if immediately before their proposed retirement the employees and dependents are either active subscribers to one of the County contracted medical/dental plans, or if while on authorized leave of absence without pay, they have retained continuous coverage during the leave period by retaining their membership by continuing to pay their monthly premium by the deadlines established by the County, or by converting to individual conversion membership through the medical plan carrier, if available. The County will pay the medical/dental plan monthly premium subsidies set forth in Section 18.3.A. for eligible employees and their eligible family members. No County subsidy will be paid for life insurance, but eligible employees may continue to obtain life insurance from the County's carrier at the employee's sole expense.

2. For purposes of retiree health coverage eligibility, a year of service for part-time employees shall be defined as one thousand (1,000) paid hours, excluding Workers' Compensation and overtime worked within service anniversary year. For the purpose of this provision, employees shall accrue service credit while on Family and Medical Leave or in a paid status.

   All employees covered by Section 18.1, who are hired after January 1, 2007, will be eligible for retiree health coverage pursuant to the terms outlined above, upon completion of fifteen (15) years of service with Contra Costa County. For the purposes of retiree health eligibility, a year of service shall be defined as one thousand (1,000) hours worked within an anniversary year. The existing method of crediting service while an employee is on an approved leave of absence will continue during the term of this agreement.

3. Public Health Nurse Unit Only: For employees in the Public Health Nurse Unit hired on or after January 1, 2010, and their eligible family members, no monthly premium subsidy will be paid by the County for any health and/or dental plan after they separate from County employment. However, any such eligible employee who retires under the Contra Costa

County Employees' Retirement Association ("CCCERA") may retain continuous coverage of a county health or dental plan provided that (i) he or she begins to receive a monthly retirement allowance from CCCERA within 120 days of separation from County employment and (ii) he or she pays the full premium cost under the health and/or dental plan without any County premium subsidy.

B. Any person who becomes age 65 on or after July 1, 2012 and who is eligible for Medicare must immediately enroll in Medicare Parts A and B.

18.8 Dual Coverage. On and after January 1, 2010, each employee and retiree may be covered only by a single County health (and/or dental) plan, including a CalPERS plan. For example, a County employee may be covered under a single County health and/or dental plan as either the primary insured or the dependent of another County employee or retiree, but not as both the primary insured and the dependent of another County employee or retiree.

On and after January 1, 2010, all dependents may be covered by the health and/or dental plan of only one spouse or one domestic partner. For example, when both parents are County employees, all of their eligible children may be covered as dependents of either parents, but not both.

For purposes of this Section 18.8 only, "County" includes the County of Contra Costa and all special districts governed by the Board of Supervisors, including, but not limited to, the Contra Costa County Fire Protection District.

18.9 Health Care Spending Account. The County will offer regular full-time and part-time (20/40 or greater) County employees the option to participate in a Health Care Spending Account (HCSA) Program designed to qualify for tax savings under Section 125 of the Internal Revenue Code, but such savings are not guaranteed. The HCSA Program allows employees to set aside a pre-determined amount of money from their paycheck, not to exceed the maximum amount authorized by federal law, per calendar year, before taxes, for health care expenses not reimbursed by any other health benefits plan with before tax dollars. HCSA dollars can be expended on any eligible medical expenses allowed by Internal Revenue Code Section 125. Any unused balance cannot be recovered by the employee.

18.10 Public Employees Retirement System (PERS) Long-Term Care. The County proposes to deduct and remit monthly premium and eligible lists to the PERS Long-Term Care Administrator, at no County administrative cost, for County employees who are eligible and voluntarily elect to purchase long-term care through the PERS Long-Term Care Program.

The County further agrees that County employees interested in purchasing PERS Long-Term Care may participate in meetings scheduled by PERS Long-Term Care on County facilities during non-work hours (e.g., coffee breaks, lunch hour).

18.11 Deferred Retirement. Employees covered by Section 18.1 - County Plans, who resign and file for a deferred retirement, and their eligible family members, may continue in their County group medical and/or dental plan. The following conditions and limitations apply:

A. Medical and dental coverage during the deferred retirement period is at the sole expense of the employee, without any County contributions.

B. Life insurance coverage is not included.

C. To be eligible to continue medical and dental coverage, the employee must:

1. be qualified for a deferred retirement under the 1937 Retirement Act provisions;

2. be an active member of a County group medical and/or dental plan at the time of filing their deferred retirement application and elect to continue health benefits;

3. be eligible for a monthly allowance from the Retirement System and direct receipt of a monthly allowance within twenty-four (24) months of their application for deferred retirement;

4. file an election to defer retirement and to receive retiree health benefits hereunder with the County Benefits Division within thirty (30) days before their separation from county service.

D. Deferred retirees who elect continued health benefits hereunder may maintain continuous membership in their County medical and/or dental plan group during the period of deferred retirement at their full personal expense, by paying the full premium for their medical and dental coverage on or before the tenth (10th) of each month to the Employee Benefits Services Unit. When they begin to receive retirement benefits, they will qualify for the same medical and/or dental plan coverage and County subvention to which similarly situated retirees who did not defer retirement are entitled.

E. Deferred retirees may elect retiree health benefits hereunder but may elect not to maintain participation in their County medical and/or dental plan during their deferred retirement period. When they begin to receive retirement benefits, they will qualify for the same health coverage pursuant to Section 18.7, subsection (A), above, as similarly situated retirees who did not defer retirement, provided reinstatement to a County group health plan will only occur following a three (3) full calendar month waiting period after the month in which their retirement allowance commences.

F. Employees who elect deferred retirement will not be eligible in any event for County health plan subvention unless the member draws a monthly retirement allowance within twenty-four (24) months after separation from County service.

G. Deferred retirees and their eligible family members are required to meet the same eligibility provisions for retiree health coverage as similarly situated retirees who did not defer retirement.

18.12 Child Care. The County will continue to support the concept of non-profit childcare facilities similar to the "Kid's at Work" program, a private non-profit.

18.13 Dependent Care Assistance Program: The County offers the option of enrolling in a Dependent Care Assistance Program (DCAP) designed to qualify for tax savings under Section 129 of the Internal Revenue Code, but such savings are not guaranteed. The program allows employees to set aside a predetermined amount of money from their paycheck, not to exceed the maximum amount authorized by federal law (before taxes) per calendar year to pay for eligible dependent care (child and elder care) expenses. Any unused balance is forfeited and cannot be recovered by the employee.

18.14 Life Insurance Benefit Under Health and Dental Plans: For employees who are enrolled in the County's program of medical or dental coverage as either the primary or the dependent, term life insurance in the amount of ten thousand dollars ($10,000) will be provided by the County.

18.15 Supplemental Life Insurance: In addition to the life insurance benefits provided by this agreement, employees may subscribe voluntarily and at their own expense for supplemental life insurance. Employees may subscribe for an amount not to exceed five hundred thousand dollars ($500,000), of which one hundred thousand ($100,000) is a guaranteed issue, provided the election is made within the required enrollment periods.

18.16 Premium Conversion Plan: The County offers the Premium Conversion Plan (PCP) designed to qualify for tax savings under Section 125 of the Internal Revenue Code, but tax savings are not guaranteed. The program allows employees to use pre-tax dollars to pay health and dental premiums.

18.17 Voluntary Vision Plan: Beginning with the 2019 plan year, active permanent full-time and active permanent part-time employees will be offered the opportunity to enroll in a voluntary vision plan. Employees will pay the full premium costs of the plan. The County will contract with a provider for a voluntary vision plan with no co-pays. The vision plan is not available to temporary, per diem, or permanent-intermittent employees.

18.18 Prevailing Section: To the extent that any provision of this Section (Section 18 - Medical, Life & Dental Care) is inconsistent with any provision of any other County enactment or policy, including but not limited to Administrative Bulletins, the Salary Regulations, the Personnel Management Regulations, or any other agreement or order of the Board of Supervisors, the provision(s) of this Section (Section 18 – Medical, Life & Dental Care) will prevail.

SECTION 19 – PROBATIONARY PERIOD

19.1 Duration. All appointments from officially promulgated employment lists for original entrance or promotion shall be subject to a probationary period. This period shall be from six (6) months to two (2) years duration.

19.2 Probationary Period in Excess of Six Months. Those classes represented by the Association which have probation periods in excess of six (6) months: None.

19.3 Revised Probationary Period. When the probationary period for a class is changed, only new appointees to positions in the classification shall be subject to the revised probationary period.

19.4 Criteria. The probationary period shall commence from the date of appointment. It shall not include time served in provisional or temporary appointments or any period of continuous absence exceeding fifteen (15) calendar days except as otherwise provided by law. For those employees appointed to permanent-intermittent positions with a six (6) month probation period, probation will be considered completed upon serving one thousand (1,000) hours after appointment except that in no instance will this period be less than six (6) calendar months from the beginning of probation. If a permanent-intermittent probationary employee is reassigned to full time, credit toward probation completion in the full-time position shall be prorated on the basis of one hundred seventy-three (173) hours per month. For employees appointed to permanent part-time positions with a six (6) month probation period, probation will be considered completed after serving six (6) months in the permanent part-time position.

19.5 Rejection During Probation. An employee who is rejected during the probation period and restored to the eligible list shall begin a new probationary period if subsequently certified and appointed.

A. Appeal From Rejection. Notwithstanding any other provisions of this section, an employee (probationer) shall have the right to appeal from any rejection during the probationary period based on political, or religious, or Union activities, or race, color, national origin, sex, age, disability, or sexual orientation, or as otherwise provided by law.

B. The appeal must be written, must be signed by the employee and set forth the grounds and facts by which it is claimed that grounds for appeal exist under Subsection A and must be filed through the Director of Human Resources to the Merit Board by 5:00 p.m. on the seventh (7th) calendar day after the date of delivery to the employee of notice of rejection.

C. The Merit Board shall consider the appeal, and if it finds probable cause to believe that the rejection may have been based on grounds prohibited in Subsection A, it may refer the matter to a Hearing Officer for hearing, recommended findings of fact, conclusions of law and decision, pursuant to the

relevant provisions of the Merit Board rules in which proceedings the rejected probationer has the burden of proof.

D. If the Merit Board finds no probable cause for a hearing, it shall deny the appeal. If, after hearing, the Merit Board upholds the appeal, it shall direct that the appellant shall begin a new probationary period unless the Merit Board specifically reinstates the former period.

19.6 Regular Appointment. The regular appointment of a probationary employee shall begin on the day following the end of the probationary period, subject to the condition that the Director of Human Resources receives from the appointing authority a statement in writing that the services of the employee during the probationary period were satisfactory and that the employee is recommended for permanent appointment. A probationary employee may be rejected at any time during the probation period without regard to the Skelly provisions of this MOU, without notice and without right of appeal or hearing. If the appointing authority has not returned the probation report, a probationary employee may be rejected from the service within a reasonable time after the probation period for failure to pass probation. The department will make every effort to process the probation report in a timely manner, with the intent of completing it before the end of the probation period. If the appointing authority fails to submit in a timely manner the proper written documents certifying that a probationary employee has served in a satisfactory manner and later acknowledges it was his or her intention to do so, the regular appointment shall begin on the day following the end of the probationary period. Notwithstanding any other provisions of the MOU, an employee rejected during the probation period from a position in the merit system to which the employee had been promoted or transferred from an eligible list, shall be restored to a position in the department from which the employee was promoted or transferred.

An employee dismissed for other than disciplinary reasons within six (6) months after being promoted or transferred from a position in the merit system to a position not included in the merit system shall be restored to a position in the classification in the department from which the employee was promoted or transferred.

A probationary employee who has been rejected or has resigned during probation shall not be restored to the eligible list from which the employee was certified unless the employee receives the affirmative recommendation from the appointing authority and is certified by the Director of Human Resources whose decision is final.

The Director of Human Resources shall not certify the name of a person restored to the eligible list to the same appointing authority by whom the person was rejected from the same eligible list, unless such certification is requested in writing by the appointing authority.

19.7 Layoff During Probation. An employee, who is laid off during probation, if reemployed in the same class by the same department, shall be required to complete only the balance of the required probation.

If reemployed in another department or in another classification, the employee shall serve a full probationary period. An employee appointed to a permanent position from a layoff or reemployment list is subject to a probation period if the position is in a department other than the department from which the employee separated, displaced, or voluntarily demoted in lieu of layoff. An appointment from a layoff or reemployment list is not subject to a probation period if the position is in the department from which the employee separated, displaced or voluntarily demoted in lieu of layoff.

19.8 Rejection During Probation of Layoff Employee. An employee who has achieved permanent status in the class before layoff and who subsequently is appointed from the layoff list and then rejected during the probation period shall be automatically restored to the layoff list, unless discharged for cause, if the person is within the period of layoff eligibility. The employee shall begin a new probation period if subsequently certified and appointed in a different department or classification than that from which the employee was laid off.

SECTION 20 – PROMOTION

20.1 Competitive Exam. Promotion shall be by competitive examination unless otherwise provided in this MOU.

20.2 Promotion Policy. The Director of Human Resources, upon request of an appointing authority, shall determine whether an examination is to be called on a promotional basis.

20.3 Promotion Via Reclassification Without Examination. Notwithstanding other provisions of this Section, an employee may be promoted from one classification to a higher classification and his/her position reclassified at the request of the appointing authority and under the following conditions:

A. An evaluation of the position(s) in question must show that the duties and responsibilities have significantly increased and constitute a higher level of work.

B. The incumbent of the position must have performed at the higher level for one (1) year.

C. The incumbent must meet the minimum education and experience requirements for the higher class.

D. The action must have approval of the Director of Human Resources.

E. The Association approves such action.

The appropriate rules regarding probationary status and salary on promotion are applicable.

20.4 Requirements for Promotional Standing. In order to qualify for an examination called on a promotional basis, an employee must have probationary or permanent status in the merit system and must possess the minimum qualifications for the class. Applicants will be admitted to promotional examinations only if the requirements are met on or before the final filing date. If an employee who is qualified on a promotional employment list is separated from the merit system, except by layoff, the employee's name shall be removed from the promotional list.

20.5 Seniority Credits. Employees who have qualified to take promotional examinations and who have earned a total score, not including seniority credits, of seventy percent (70%) or more, shall receive, in addition to all other credits, five one hundredths (.05) of one percent for each completed month of service as a permanent County employee continuously preceding the final date for filing application for said examination. For purposes of seniority credits, leaves of absence shall be considered as service. Seniority credits shall be included in the final percentage score from which the rank on the promotional list is determined. No employee, however, shall receive more than a total of five percent (5%) credit for seniority in any promotional examination.

20.6 Physical Examination. County employees who are required as part of the promotional examination process to take a physical examination shall do so on County time at County expense.

SECTION 21 – TRANSFER

21.1 Requirements. The following conditions are required in order to qualify for transfer:

A. The position shall be in the same class, or if in a different class shall have been determined by the Director of Human Resources to be appropriate for transfer on the basis of minimum qualifications and qualifying procedure;

B. the employee shall have permanent status in the merit system and shall be in good standing;

C. the appointing authority or authorities involved in the transaction shall have indicated their agreement in writing;

D. the employee concerned shall have indicated agreement to the change in writing;

E. the Director of Human Resources shall have approved the change.

Notwithstanding the foregoing, transfer may also be accomplished through the regular appointment procedure provided that the individual desiring transfer has eligibility on a list for a class for which appointment is being considered.

21.2 Procedure. Any employee or appointing authority who desires to initiate a transfer may inform the Director of Human Resources in writing of such desire stating the reasons therefore. If the Director of Human Resources considers that the reasons are adequate and that the transfer will be for the good of the County service and the parties involved, the Director of Human Resources shall inform the appointing authority or authorities concerned and the employee of the proposal and may take the initiative in accomplishing the transfer.

21.3 Bid Procedure. Employees in all classifications represented by the Association may bid on open jobs throughout the Health Services Department as provided below:

A. Eligible Bidders.

1. Permanent Employees. Permanent Employees (full-time, part-time, and permanent intermittent) may bid on any open permanent position in their same classification. Employees on probation in a permanent position may not bid on any position outside of their current work unit.

2. Per Diem Employees. Per Diem employees may bid on any open position in the merit system classification that is equivalent to their per diem classification if they are on an active eligible list for the open merit system position.

B. Responsibility. Implementation of the bidding procedure is the responsibility of the Supervisor ("Supervisor") of the vacated or newly created position.

C. Job Notices Posted Five (5) Days Only. Open job notices shall be posted electronically on the County's online application website on the "Transfer Jobs" page for five (5) calendar days. All postings shall be retained for forty-five (45) days. The notice shall specify all job factors and shall be posted only once.

D. All Open Jobs Must be Posted Electronically. All job openings which may occur by creation of new jobs, separation, promotion, demotion, transfer or reassignment must be posted for permanent employee bidding.

E. The Supervisor may select from any Eligible Bidder, as defined above. Preference will be given to bidders with experience working in the unit and specialty area of the vacant position. However, when the Supervisor is unable to identify an existing eligible employee with relevant experience and expertise, the Supervisor may request to interview candidates from the merit system eligible list concurrently. Merit System eligible lists will be referred under the "Rule of the List".

F. Bidder Selection.

1. Bids from within the unit of posting. It is agreed that employees currently working in the unit that has the posted vacancy would be the most qualified pool of candidates. The bid will be awarded to unit employees

requesting hour or shift changes in accordance with this provision. In the case of two (2) or more candidates submitting a bid from within the unit of vacancy, the position will be awarded to the candidate holding the most RN unit seniority. For purposes of this section, RN unit seniority is determined by the date the nurse is hired into the work unit.

The manager may select the next most senior bidder within the unit of vacancy in the event that the most senior bidder within the unit of vacancy has more than two (2) written counseling or disciplinary memos administered within the past one year or two (2) or more below standard annual performance evaluations in the past four (4) years.

2. Bids for outside of the unit or posting: The Supervisor shall consider each eligible employee submitting a bid and select the person to fill the position they deem most qualified by virtue of education, training, and experience. In all cases, the person selected must possess the minimum qualifications (as described in the job specification) for the skill level of the classification and position they are selected to fill (i.e., Registered Nurse, Registered Nurse – Beginning Level, Public Health Nurse, etc.). Unsuccessful bidders will be notified as soon as possible following the conclusion of the interviews.

G. No Old Job Claim. The selected bidder shall have no claim on the job that the selected bidder left. If the decision is made by either the supervisor or the employee to seek immediate reassignment, the employee must take another open job (not bid on). The old job may not be reclaimed because the employee once held it.

H. Minimum Job Time–Three (3) Months. Employees must have had three (3) months in their reassigned position before they may bid on another open position. Time period begins the date they begin working in the new assignment.

I. Public Health Nurse Expanded Roles, previously known as special assignments, shall be filled in accordance with Attachment L.

21.4 Advanced Level Transfer and Training. The County agrees to modify the RN Advanced Level job classification to allow employees occupying such classifications to transfer to a different RN Advanced level position and maintain RN Advanced level pay, provided that the employee meets the expectations of the position specifications within six (6) months of the transfer.

SECTION 22 – RESIGNATIONS

An employee's voluntary termination of service is a resignation. Written resignations shall be forwarded to the Human Resources Department by the appointing authority immediately on receipt, and shall indicate the effective date of termination. Oral resignation shall be immediately confirmed by the appointing authority in writing to the

employee and to the Human Resources Department and shall indicate the effective date of termination.

22.1 Resignation in Good Standing. A resignation giving the appointing authority written notice at least two (2) weeks in advance of the last date of service (unless the appointing authority requires a longer period of notice, or consents to the employee's terminating on shorter notice) is a resignation in good standing.

22.2 Constructive Resignation. A constructive resignation occurs and is effective when:

A. an employee has been absent from duty for ten (10) consecutive working days without leave; and

B. ten (10) more consecutive days have elapsed without response by the employee after the mailing of a notice of resignation by the appointing authority to the employee at the employee's last known address.

22.3 Effective Resignation. A resignation is effective when delivered or spoken to the appointing authority, operative either on that date or another date specified.

22.4 Revocation. A resignation that is effective is revocable only by written concurrence of the employee and the appointing authority.

22.5 Coerced Resignations.

A. Time Limit. A resignation which the employee believes has been coerced by the appointing authority, may be revoked within seven (7) calendar days after its expression by serving written notice on the Director of Human Resources and a copy on the appointing authority.

B. Reinstatement. If the appointing authority acknowledges that the employee could have believed that the resignation was coerced, it shall be revoked and the employee returned to duty effective on the day following the appointing authority's acknowledgment without loss of seniority or pay.

C. Contest. Unless, within seven (7) days of the receipt of the notice, the appointing authority acknowledges that the resignation could have been believed to be coerced, this question should be handled as an appeal to the Merit Board. In the alternative, the employee may file a written election with the Director of Human Resources waiving the employee's right of appeal to the Merit Board in favor of the employee's appeal rights under the grievance procedure contained in Section 24 – Grievance Procedure.

D. Disposition. If a final decision is rendered that determines that the resignation was coerced, the resignation shall be deemed revoked and the employee

returned to duty effective on the day following the decision but without loss of seniority or pay, subject to the employee's duty to mitigate damages.

22.6 Eligibility for Reemployment. Within one (1) year of resignation in good standing from County service, a person who has had permanent status which included satisfactory completion of probation may make application by letter to the Director of Human Resources for placement on a reemployment list as follows: The class from which the person resigned, or any one class of equal or lesser rank in the occupational series and in which the person had previously attained permanent status, or for any class or deep class which has replaced the class in which the person previously had status, provided that the person meets the minimum requirements for the new class. If the appointing authority of the department from which the person resigned recommends reemployment, the Director of Human Resources shall grant reemployment privileges to the person. If the appointing authority does not recommend reemployment, the employee may appeal to the Director of Human Resources. Consideration of names from a reemployment list is mandatory if the appointing authority recommended reemployment of the individual(s) listed but is optional for other appointing authorities.

SECTION 23 – DISMISSAL, SUSPENSION, AND DEMOTION

23.1 Sufficient Cause for Action. The appointing authority may dismiss, suspend, or demote, any employee for cause. The following are sufficient causes for such action. The list is indicative rather than inclusive of restrictions and dismissal, suspension or demotion may be based on reasons other than those specifically mentioned:

A. absence without leave;

B. conviction of any criminal act involving moral turpitude;

C. conduct tending to bring the merit system into disrepute;

D. disorderly or immoral conduct;

E. incompetence or inefficiency;

F. insubordination;

G. being at work under the influence of liquor or drugs, carrying onto the premises liquor or drugs, or consuming or using liquor or drugs during work hours and/or on County premises;

H. neglect of duty;

I. negligent or willful damage to public property or waste of public supplies or equipment;

J. violation of any lawful or reasonable regulation or order given by a supervisor or Department Head;

K. willful violation of any of the provisions of the merit system ordinance or Personnel Management Regulations;

L. material and intentional misrepresentation or concealment of any fact in connection with obtaining employment;

M. misappropriation of County funds or property;

N. unreasonable failure or refusal to undergo any physical, medical and/or psychiatric exam and/or treatment authorized by this MOU;

O. dishonesty or theft;

P. excessive or unexcused absenteeism and/or tardiness;

Q. sexual harassment, including but not limited to unwelcome sexual advances, requests for sexual favors, and other verbal, or physical conduct of a sexual nature, when such conduct has the purpose or effect of affecting employment decisions concerning an individual, or unreasonably interfering with an individual's work performance, or creating an intimidating and hostile working environment.

23.2 <u>Skelly Requirements.</u> Notice of Proposed Action (Skelly Notice). Before taking a disciplinary action to dismiss, suspend for more than five (5) workdays (four [4] workdays for employees on 4/10 workweek), demote or reduce in salary any employee, the appointing authority shall cause to be served personally or by certified mail on the employee a Notice of Proposed Action which shall contain the following:

A. A statement of the action proposed to be taken.

B. A copy of the charges, including the acts or omissions and grounds upon which the action is based.

C. If it is claimed that the employee has violated a rule or regulation of the County, department or district, a copy of said rule shall be included with the notice.

D. A statement that the employee may review and request copies of materials upon which the proposed action is based.

E. A statement that the employee has seven (7) calendar days to respond to the appointing authority either orally or in writing.

<u>Employee Response.</u> The employee upon whom a Notice of Proposed Action has been served shall have seven (7) calendar days to respond to the appointing authority either orally or in writing before the proposed action may be taken. Upon request of the

employee and for good cause, the appointing authority may extend in writing the period to respond. If the employee's response is not filed within seven (7) days or during any extension, the right to respond is lost.

23.3 Leave Pending Employee Response. Pending response to a Notice of Proposed Action within the first seven (7) days or extension thereof, the appointing authority for cause specified in writing may place the employee on temporary leave of absence with pay.

23.4 Length of Suspensions. Suspensions without pay shall not exceed thirty (30) days unless ordered by an arbitrator, an adjustment board, or the Merit Board.

23.5 Procedure on Dismissal, Suspension, or Disciplinary Demotion.

A. In any disciplinary action to dismiss, suspend, or demote an employee having permanent status in a position in the merit system, after having complied with the Skelly requirements where applicable, the appointing authority shall make an order in writing stating specifically the causes for the action.

B. Service of Order. Said order of dismissal, suspension, or demotion shall be filed with the Director of Human Resources, showing by whom and the date a copy was served upon the employee to be dismissed, suspended or demoted, either personally or by certified mail to the employee's last known mailing address. The order shall be effective either upon personal service or deposit in the U. S. Postal Service.

C. Employee Appeals from Order. The employee may appeal an order of dismissal, suspension or demotion either to the Merit Board or through the procedures of Section 24 – Grievance Procedure of this MOU provided that such appeal is filed in writing with the Director of Human Resources within ten (10) calendar days after service of said order. An employee may not both appeal to the Merit Board and file a grievance under Section 24 – Grievance Procedure of this MOU.

23.6 Employee Representation Rights. The County recognizes an employee's right to representation during any disciplinary interview or meeting which may result in discipline. The County will not interfere with the representative's right to assist an employee to clarify the facts during the interview.

SECTION 24 – GRIEVANCE PROCEDURE

24.1 Definition and Procedural Steps. A grievance is any dispute which involves the interpretation or application of any provision of this MOU excluding, however, those provisions of this MOU which specifically provide that the decision of any County official shall be final. The interpretation or application of those provisions not being subject to the grievance procedure. The Union may represent the grievant at any stage of the process.

SECTION 24 – GRIEVANCE PROCEDURE

Grievances must be filed within thirty (30) calendar days of the incident or occurrence about which the grievant claims to have a grievance and shall be processed in the following manner:

Step 1. **EMPLOYEE:** The Union and any employee or group of employees who believes that a provision of this MOU has been misinterpreted or misapplied to his or her detriment shall discuss the complaint with the grievant's immediate supervisor, who shall meet with the grievant within five (5) business days of receipt of a written request to hold such meeting.

Step 2. **DEPARTMENT:** If a grievance is not satisfactorily resolved in Step 1 above, the grievance may be submitted in writing to Health Services Personnel Department. This request shall be filed no more than ten (10) business days after the completion of Step 1. This formal written grievance shall state which provision of the MOU has been misinterpreted or misapplied, how misapplication or misinterpretation has affected the grievant, and the remedy he or she seeks. Each written grievance shall be copied to the Director of Human Resources. The HSD Personnel Department shall have ten (10) business days in which to respond to the grievance in writing. If either the Union or grievant request a meeting with the Department Head or his/her designee at this step, such a meeting will be held.

Step 3. **BOARD OF ADJUSTMENT:** Pursuant to a formal written request by the Union, as defined above, if the grievance is not satisfactorily resolved in Step 2, the Union may file, within fifteen (15) business days of the Step 2 response, a request to convene a Board of Adjustment. The Board of Adjustment shall be created to be composed of two (2) representatives of each party to this Agreement, for the purpose of passing on all claims, disputes and grievances arising between the parties during the term of this MOU. Said Board shall meet for consideration of any such matter referred to it within ten (10) business days after receipt of said written request. For cases other than those which are disciplinary in nature, the convening of the Board of Adjustment may be waived. The request of either party to extend the time limit for the convening of the Board of Adjustment due to extenuating circumstances will not be unreasonably denied. If the matter is not adjusted and is impassed, the moving party shall communicate in writing to the other party, within twenty (20) business days, following the meeting of the Board of Adjustment, their desire to proceed to arbitration. Failure of the moving party to comply with the twenty (20) business day time limit herein specified shall be deemed to be a conclusive waiver of the grievance.

Step 4. **ARBITRATION:** For grievances processed through the Board of Adjustment the following expedited procedure shall be utilized:

A. The parties may mutually agree to the selection of an Arbitrator. Absent agreement on Arbitrator selection, the parties may request a panel from the State Mediation Service. The parties will strike from the Mediation panel list. The Arbitrator selected will provide the parties with hearing dates within thirty (30) calendar days of the request.

B. The parties shall be allotted a minimum of twenty (20) business days from date of request to prepare the case for arbitration. Discharge cases will be heard first on the agenda followed by suspension cases based on date of occurrence unless mutually agreed otherwise.

C. Each case will be argued orally unless either party requests to file post-hearing briefs. At the conclusion of the hearing, the arbitrator shall issue a decision within three (3) business days from the close of the hearing. A written opinion and award will be furnished within thirty (30) calendar days thereafter.

D. **INTERPRETATION OR APPLICATION DISPUTES:** For contract interpretation disputes which proceed to arbitration, the parties will mutually select an impartial Arbitrator. If the parties are unable to agree upon the selection of an arbitrator, they shall request a panel of Arbitrators from the FMCS or the State Mediation Service and they shall select an arbitrator by utilizing the strike-off method.

E. Each party shall in good faith divulge to the other party all available material facts at the time said party acquires knowledge thereof concerning the matter in dispute. Nothing contained herein shall require either party to supply documents which are irrelevant.

F. All jointly-incurred arbitration expenses shall be borne by the losing party. In the event of a dispute concerning the application of this section, the Arbitrator shall be empowered to determine the allocation of expenses.

G. The Arbitrator shall not have the right to alter, amend, delete or add to any of the terms of this MOU.

In termination cases, it is agreed that if a grievant is reinstated to employment with full back pay, the County shall pay the jointly-incurred costs of the arbitration. If a grievant is not reinstated, the Union shall pay the jointly-incurred costs of the arbitration. If a grievant is reinstated with partial or no back pay, the parties shall split the jointly-incurred costs of the arbitration.

24.2 <u>Time Limits.</u> The time limits specified above may be waived by mutual agreement of the parties to the grievance. If the County fails to meet the time limits specified in Steps 1 through 4 above, the grievance will automatically move to the next step. If an employee fails to meet the time limits specified in Steps 1 through 4 above, the grievance will be deemed to have been settled and withdrawn.

24.3 <u>Union Notification.</u> An official, with whom a formal grievance is filed by a grievant, who is included in a unit represented by the Union, but is not represented by the Union in the grievance, shall give the Union a copy of the formal presentation.

SECTION 25 - COMPENSATION COMPLAINTS

The Employer is not required to pay any wage claim or portion thereof retroactively for a period of more than six (6) months immediately prior to the date of the Employer's receipt of written notice, of such claim. No change in this MOU or interpretations thereof (except interpretations resulting from Adjustment Board or arbitration proceedings hereunder) will be recognized unless agreed to by the County and the Association.

SECTION 26 - MERIT BOARD

A. All grievances of employees in representation units represented by the Association shall be processed under Section 24 – Grievance Procedure unless the employee elects to apply to the Merit Board on matters within its jurisdiction.

B. No action under Step 3, and 4, of Subsection 24.1- Grievance Procedure, Definition and Procedural Steps shall be taken if action on the complaint or grievance has been taken by the Merit Board, or if the complaint or grievance is pending before the Merit Board.

SECTION 27 - NO STRIKE

A. During the term of this MOU, the Association, its members and representatives, agree that it and they will not engage in, authorize, sanction, or support any strike, slowdown, stoppage of work, sickout, or refusal to perform customary duties.

B. **For non CNA strikes:** In the case of a legally declared lawful strike against a private or public sector employer which has been sanctioned and approved by the labor body or council having jurisdiction, an employee who is in danger of physical harm shall not be required to cross the picket line, provided the employee advises his or her supervisor as soon as possible, and provided further that an employee may be required to cross a picket line where the performance of his or her duties is of an emergency nature and/or failure to perform such duties might cause or aggravate a danger to public health or safety.

CNA agrees that the following are essential Registered Nurses who will be allowed by CNA to work in the event of a strike by another union during the term of this MOU:

Unit	RNs/shift
CSU	3
ICU	4
IMCU	4
Nursery	2
L&D	4
Med	8
Surg	6
Post-P	2
OR	3 on days, 2 on-call PMs and Nights
PACU	2 on days, 1 on-call PMs and Nights
ED	7
Inpt Psych	6

SECTION 28 – BILINGUAL PAY

A salary differential of eighty dollars ($80.00) per month of shall be paid incumbents of positions requiring bilingual proficiency as designated by the appointing authority and Director of Human Resources. Said differential shall be paid to eligible employees in paid status for any portion of a given month. Designation of positions for which bilingual proficiency is required is the sole prerogative of the County. Effective July 1, 2008, the differential shall be increased to one hundred dollars ($100) per month.

If during the calendar year of 2008, the County increases the Bilingual Pay for Public Employees Local One, the County will extend that increase to CNA bargaining unit members. The increase will be implemented with the same effective date as applicable for Public Employees Local One, on a prospective basis only.

SECTION 29 – RETIREMENT

29.1 Contribution.

A. **Contribution for Registered Nurses Unit.** Pursuant to Government Code Section 31581.1, for employees in classifications in the Registered Nurses Unit, the County will continue to pay fifty percent (50%) of the retirement contributions normally required of employees. Such payments shall continue for the duration of this MOU, and shall terminate thereafter. Employees shall be responsible for payment of the employee's contribution for the retirement cost-of-living program as determined by the Board of Retirement of the Contra Costa County Employees' Retirement Association without the County paying any part of the employee's share. The County will pay the remaining one-half (1/2) of the retirement cost-of-living program contribution.

B. **Contribution for Public Health Nurse Unit.** Effective on January 1, 2012 employees in classifications in the Public Health Nurse Unit are responsible for the payment of one hundred percent (100%) of the employees' basic retirement benefit contributions determined annually by the Board of Retirement of the Contra Costa County Employees' Retirement Association without the County paying any part of the employees' contribution. Employees are also responsible for the payment of the employees' contributions to the retirement cost of living program as determined annually by the Board of Retirement without the County paying any part of the employees' contributions. The County is responsible for one hundred percent (100%) of the employer's retirement contributions determined annually by the Board of Retirement.

29.2 Retirement Benefits for Registered Nurses Unit and Public Health Nurse Unit

A. Retirement Benefit for Registered Nurses Unit - Employees who become New Members of CCCERA on or after January 1, 2013.

1. For employees who, under the California Public Employees Pension Reform Act of 2013 (PEPRA), become New Members of the Contra Costa County Employees Retirement Association (CCCERA) system on or after January 1, 2013, retirement benefits are governed by PEPRA, (Chapters 296, 297, Statutes of 2012). To the extent this Agreement conflicts with any provision of PEPRA, PEPRA will govern.

2. For employees who, under PEPRA, become New Members of CCCERA on or after January 1, 2016, the cost of living adjustment to the retirement allowance will not exceed two percent (2%) per year, and the cost of living adjustment will be banked.

B. Retirement Benefit for Public Health Nurses Unit- Employees who become New Members of CCCERA on or after January 1, 2013

1. For employees who, under PEPRA, become New Members of the Contra Costa County Employees Retirement Association (CCCERA) on or after January 1, 2013, retirement benefits are governed by the California Public Employees Pension Reform Act of 2013 (PEPRA), (Chapters 296, 297, Statutes of 2012). To the extent this Agreement conflicts with any provision of PEPRA, PEPRA will govern.

2. For employees hired by the County after June 30, 2014, who, under PEPRA, become New Members of CCCERA, the cost of living adjustment to the retirement allowance will not exceed two percent (2%) per year, and the cost of living adjustment will be banked.

C. For employees in the Registered Nurses Unit and Public Health Nurse Unit who, under PEPRA, become New Members of CCCERA, the disability provisions are the same as the current Tier III disability provisions.

D. The County will seek legislation amending the County Employees Retirement Law of 1937 to clarify that the current Tier III disability provisions apply to employees in the Registered Nurses Unit and Public Health Nurse Unit who, under PEPRA, become New Members of CCCERA. CNA will support the passage of the legislation and upon the County's request, will call and send a letter (on CNA letterhead) in support of the bill to the state legislator sponsoring the bill. In addition, upon the County's request, CNA will testify in support of the bill before the state legislative committees considering the bill.

29.3 **Tier III.** Subject to the enactment of enabling legislation amending the 1937 Employees' Retirement Act to allow such election, the County will permit certain Tier II employees to elect a Tier III Retirement Plan under the following conditions:

A. The County and the Labor Coalition must agree on the wording of the legislation and both parties must support the legislation.

B. Except for disability, all benefit rights, eligibility for and amounts of all other benefit entitlements for Tier III, from and after the date of implementation, shall be the same as Tier I. The disability benefits for Tier III shall be the same as the current Tier II disability provisions.

C. The amount of the employee's required retirement contribution shall be established by the County Employees' Retirement Association and shall be based on the employee's age at entry into the retirement system.

D. Employees represented by the Labor Coalition and enrolled in Tier II who have attained five (5) years of retirement credited service as of the effective date of the enabling legislation shall have a six (6) month period after such date to make a one (1) time irrevocable election of the Tier III Retirement Plan expressed herein subject to action by the Board of Supervisors to implement the Plan. Thereafter, employees represented by the Labor Coalition enrolled in Tier II who have attained five (5) years of retirement credited service shall have a ninety (90) day period to make a one (1) time irrevocable election of the Tier III Retirement Plan expressed herein.

E. 1. The County's employer contributions and subvention of employee contributions for Labor Coalition employees electing Tier III which exceed those which would be required for Tier II membership shall:

a. be funded by reducing the general wage increase agreed upon to be effective October 1, 1997, and the pay equity amounts attributable thereto, by a percentage sufficient to reduce the County's wage obligation by three ($3) million dollars per year, and the general wage increase of all employees represented by the Labor Coalition shall be reduced accordingly; and

b. in the event the County's costs attributable to the creation and operation of Tier III exceed three ($3) million dollars per year, or the County Employees' Retirement Association's actuaries determine in future years that the County's retirement costs have increased and that the increase is attributable to the creation of Tier III and/or the impact of Tier III on the County's retirement costs, such increase shall be funded by reducing the general wage increase(s) agreed upon in future years, and the pay equity amounts attributable thereto, to the extent that future wage increases are granted; and the general wage increase(s) of all employees represented by the Labor Coalition shall be reduced accordingly; and

c. in the event the County's costs attributable to the Tier III Retirement Plan are less than three ($3) million dollars per year, the difference shall be divided by twelve (12) and each twelfth (12th) shall be augmented by an amount equal to the County's common pooled fund interest which would have accrued if one-twelfth (1/12th) had been invested in the first month of the past year, two-twelfths (2/12th) in the second month of the past year and so forth; and

d. any savings to the County resulting from the creation and operation of Tier III shall be used to offset future County retirement cost increases attributable to the creation and operation of Tier III; and

e. County savings shall be held in an account by the Auditor-Controller which is invested in the County's common pooled fund and will accrue interest accordingly. The County will report yearly to the Labor Coalition on a) the beginning account balance, b) the interest earned, c) expenditures from the account to cover increased costs resulting from the Tier III Retirement Plan, and d) the ending account balance.

2. Any increased costs to the County, due to Tier III participation by employees not represented by the Labor Coalition, shall not be funded by reduction of general wage increases otherwise due to the employees represented by the Labor Coalition.

3. Subject to the provisions expressed above, any and all additional employer and County-paid employee contributions which exceed the sum of the County's legally required contributions under Tier II shall be recovered by reducing general wage increases to the employees represented by the Labor Coalition.

4. Any disputes regarding cost or savings shall be subject to binding arbitration upon demand of the Labor Coalition or the County.

F. 1. The enabling legislation shall provide that the Tier III Retirement Plan may be implemented only by an ordinance enacted by the Board of Supervisors.

2. Board of Supervisors' action to implement the Tier III Retirement Plan shall be taken not earlier than seven (7) months after the effective date of the legislation plus thirty (30) days after an actuarial report on the County cost of the Plan is received by the County, provided that before enactment of the ordinance, the Labor Coalition has not notified the County in writing that a one percent (1%) wage increase shall be implemented by the County effective October 1, 1997, without interest, in lieu of implementation of the Tier III Retirement Plan.

G. The establishment of the Tier III Retirement Plan pursuant to the terms of this Memorandum of Understanding shall be subject to approval by the Board of Retirement of the Contra Costa County Employees' Retirement Association.

H. In the event the County is prevented from implementing the Tier III Retirement Plan for any reason on or before the termination date of this MOU, the agreement of the parties regarding a Tier III Retirement Plan shall expire and a one percent (1%) lump sum wage increase shall be implemented by the County within sixty (60) days after the determination that Tier III cannot be implemented or as soon thereafter as practicable for the period covering October 1, 1997 through such termination date, without interest, in lieu of the Tier III Retirement Plan.

Effective January 1, 2005, Tier II of the retirement plan for employees represented by the California Nurses Association shall be eliminated and all employees in Tier II of the retirement plan shall be placed in Tier III.

I. Effective January 1, 2005, employees in classifications in the Registered Nurses Unit who are in Tier II with ten (10) or more years of County/District service will be eligible to participate in the County's buy-back program. Employees may replace Tier II benefits with Tier III benefits as follows:

1. Employee buys back two (2) years, County will buy back one (1) year for a total of three (3) years of buyback.

2. Employee buys back four (4) years, County will buy back two (2) years for a total of six (6) years of buyback.

3. Employee buys back six (6) years, County will buy back three (3) years for a total of nine (9) years of buyback.

J. The Buy Back program set forth in Section 29.3 (Tier III) subsection I, which makes certain employees eligible to replace Tier II service time with Tier III service time on specified terms terminates on July 1, 2015. The Auditor-Controller will continue to facilitate payroll deduction, if applicable.

SECTION 30 – TRAINING REIMBURSEMENT

30.1 Career Development.

A. Employees who regularly work 24 or more hours per week. Costs for career development training shall be reimbursed up to six hundred fifty dollars ($650.00) per calendar year for employees who regularly work twenty-four (24) or more hours per week.

All career development reimbursement may be used for professional career development with an emphasis in the following areas:

1. University or college credit coursework required of an accredited nursing curriculum;

2. Nursing/Medical textbooks, journals and on-line texts and journals that are directly related to the job;

3. Attainment or renewal of national certification in specialty of nursing including review course tuition and materials;

4. Attendance at educational meetings in areas of specialty of nursing or medicine;

5. To offset costs required to meet minimum qualifications for a new specialty area of work within the first six (6) months of transition.

Up to three hundred fifty dollars ($350.00) per calendar year may be applied to educational courses not necessarily in the employee's current career development path or job-related software with the approval of the Manager/Division Head.

At year end, any unused reimbursement may be carried over into the next calendar year; however, the maximum reimbursement in any calendar year may not exceed seven hundred dollars ($700.00).

B. Employees who regularly work less than twenty-four (24) hours per week. Costs for career development training shall be reimbursed up to two hundred dollars ($200.00) per calendar year for employees who regularly work less than twenty-four (24) hours per week.

All career development reimbursement may be used for professional career development with an emphasis in the areas listed in 30.1(A)(1) through 30.1(A)(5) above.

Up to one hundred twenty-five dollars ($125.00) per calendar year may be applied to educational courses not necessarily in the employee's current career

development path or job-related software with the approval of the Manager/Division Head.

At year end, any unused reimbursement may be carried over into the next calendar year; however, the maximum reimbursement in any calendar year may not exceed two hundred fifty dollars ($250.00).

Family Nurse Practitioner.
Employees in the classification of Family Nurse Practitioner (VWXB) may use the entire career development training reimbursement for which they are eligible for the purchase of job-related computer hardware/software.

Reimbursement for and use of career development training costs shall be subject to department approval and proof of successful course completion and payment.

30.2 Advanced Cardiac Life Support Certification. All employees working in the following assignments must possess and maintain throughout the duration of employment a current Advanced Cardiac Life Support certification (ACLS) issued by the American Heart Association:

Critical Care and Intermediate Care Unit
Emergency Department
Labor and Delivery Unit
Telemetry Unit
Medical Unit
Surgical Unit
Gastroenterology Unit
Perianesthesia Unit
Postpartum Unit

All employees working in any of the assignments listed above must possess and maintain a current ACLS certification on or before September 30, 2021 or they will be removed from the schedule, will be placed in Absent Without Pay (AWOP) status, and will not be permitted to work until current ACLS certification has been obtained and verified by the County.

Employees who fail to obtain the ACLS certification and are placed in AWOP status may be subject to discipline, up to and including termination, for no longer meeting the minimum qualifications of their assignment.

The Health Services Department will provide ACLS certification and re-certification classes to those employees who are required to be certified at a cost of no more than twenty-five dollars ($25.00) to the employee.

30.3 Required Certifications and Licenses. All employees must possess and maintain throughout the duration of employment any certification or license required by the County Classification Specification for an employee's classification and assignment. The only acceptable verification of license status is the Board of Registered Nursing

website.

Any employee who does not possess or maintain a current and valid license or certification will be removed from the schedule, will be placed in Absent Without Pay (AWOP) status, and will not be permitted to work until compliance has been obtained and verified by the County.

Employees who fail to obtain, possess, and maintain a current and valid license or certification, and are placed in AWOP status, may be subject to discipline, up to and including termination, for no longer meeting the minimum qualifications of their assignment.

SECTION 31 – EDUCATION LEAVE

A. Each permanent full-time employee in the classification of Registered Nurse – Beginning (VWXC), Registered Nurse (VWXG), Advice Nurse (VWSN), Charge Nurse (VWTF), Clinical Nurse Specialist (VWTA), and Health Services Education and Training Specialist (VWSM) with one (1) or more years of permanent service shall be entitled to forty (40) hours leave with pay each calendar year to attend Board of Registered Nurses approved continuing education courses, workshops, or classes. Employees in these classifications may carryover a maximum of eighty (80) hours of education leave per calendar year.

B. **Family Nurse Practitioners.** Employees in the classification of Family Nurse Practitioner (VWSB) with one (1) or more years of permanent County service shall be entitled to sixty-four (64) hours leave with pay each calendar year to attend BRN or CME approved continuing education courses, institutions, workshops or classes. Employees in this classification may carryover eighty (80) hours of education leave per calendar year, and may also carryover additional education leave subject to approval.

C. **Public Health Nurse.** Employees in the classification of Public Health Nurse (XXVA) and Public Health Nurse – Project (VVXI) with one (1) or more years of permanent County service shall be entitled to twenty-four (24) hours leave with pay each calendar year to attend Board of Registered Nurses approved continuing education courses, workshops, or classes. Employees in these classifications may carry over education leave with the maximum carryover not to exceed forty-eight (48) hours per calendar year. This carryover will be granted without restriction.

D. **Permanent Part-Time Employees.** Permanent part-time employees in the classification of Registered Nurse – Beginning (VWXC), Registered Nurse (VWXG), Advice Nurse (VWSN), Charge Nurse (VWTF), Clinical Nurse Specialist (VWTA), and Health Services Education and Training Specialist (VWSM) shall be entitled to educational leave on a prorated basis.

E. Written requests for such leave by all eligible classifications must be submitted in advance and may be denied only in the event such leave interferes with staffing.

F. The leave herein above defined shall not apply to those courses or programs the employee is required by the County to attend. Mandatory class hours include, but are not limited to non-violence training, PALS, NRP, BLS, ACLS, and harassment prevention. These required courses will be taken at CCRMC.

An eligible employee assigned to the night shift, who attends a continuing education course of eight (8) hours duration outside scheduled work time, may receive educational leave pay for the actual course time and may be excused from the night shift immediately preceding or following the course attended.

An employee who attends a pre-approved course on a date for which he/she is not regularly scheduled to work or who completes a pre-approved home study course, will be granted CE time off for the number of hours equivalent to the CE units earned. Only Board of Registered Nurses and Continuing Medical Education approved courses will be approved. Such time off must be scheduled in advance by mutual agreement between the employee and the supervisor.

When an employee covered by this agreement separates from County service, any unused educational leave shall be canceled.

SECTION 32 – CLASSIFICATION

Existing classes of positions may be abolished or changed and new classes may be added to the classification plan by the Director of Human Resources subject to approval by the Board of Supervisors. The County will meet and confer with the Association on the minimum qualifications and salary of new classes. If the County wishes to add duties to classes represented by the Association, the Association shall be notified and upon request of the Association, representatives of the County will meet and consult with the Association over such duties.

SECTION 33 – SAFETY

The County shall expend every effort to see to it that the work performed under the terms and conditions of this MOU is performed with a maximum degree of safety consistent with the requirement to conduct efficient operations.

To further this goal, the Contra Costa Regional Medical Center (CCRMC) commits to maintain Patient Care Assistance Teams (Lift Teams).

SECTION 34 – MILEAGE & TRANSPORTATION

34.1 Reimbursement for Use of Personal Vehicle. The mileage allowance for use of personal vehicles on County business shall be paid according to the rates allowed by the Internal Revenue Service and shall be adjusted to reflect changes in this rate on the date it becomes effective or the first of the month following announcement of the changed rate by the Internal Revenue Service, whichever is later. Procedures and definitions relative to the mileage reimbursement will be in accordance with the Administrative Bulletin #204.

34.2 Commuter Benefit Program. The County will offer employees the option of enrolling in an employee-funded qualified transportation (commuter) benefit program designed to qualify for tax savings under Section 132(f) of Title 26 of the Internal Revenue Code, but such savings are not guaranteed. The Commuter Benefit Program will allow employees to set aside pre-tax dollars for qualified transportation expenses to the extent and amount allowed by the Internal Revenue Service.

SECTION 35 – DEFERRED COMPENSATION LOAN PROVISION

A. Deferred Compensation Plan – Special Benefit only for Public Health Nurses Hired after January 1, 2010: Commencing April 1, 2010 and for the duration of the Agreement, the County will contribute one hundred fifty dollars ($150) per month to an employee's account in the Contra Costa County Deferred Compensation Plan or other designated tax qualified savings vehicle, for employees in the Public Health Nurse Unit who meet all of the following qualifications:

1. The employee was first hired by Contra Costa County on or after January 1, 2010 and,

2. The employee is a permanent full-time or permanent part-time employee regularly scheduled to work at least 20 hours per week and has been so employed for at least 90 calendar days; and

3. The employee defers a minimum of twenty-five dollars ($25) per month to the Contra Costa County Deferred Compensation Plan or other designated tax qualified savings vehicle; and

4. The employee has completed, signed and submitted to the Human Resources Department, Employee Benefits Service Unit the required enrollment form for the account, e.g. the Enrollment Form 457(b).

5. The annual maximum contribution as defined under the relevant Internal Revenue Code provision has not been exceed for the employee's account for the calendar year.

Employees who discontinue deferral or who defer less than the amount required by this provision for a period of one (1) month or more will no longer be eligible to receive the County contribution. To re-establish eligibility, employees must resume deferring the amount required by this provision.

No amount deferred by the employee or contributed by the County in accordance with this provision will count towards the "Base Contribution Amount" or the "Monthly Base Contribution Amount for Maintaining Program Eligibility" required for the County's Deferred Compensation Incentive in any other provision of this Agreement. No amount deferred by the employee or contributed by the County in accordance with any other provision in this Agreement will count toward the minimum required deferral required by this provision. The County's contribution amount in accordance with this provision will be in addition to the County contribution amount for which the employee may be eligible in accordance with any other provision in this contract.

Both the employee deferral and the County contribution to the Contra Costa County Deferred Compensation Plan under this provision, as well as any amounts deferred or contributed to the Contra Costa County Deferred Compensation Plan in accordance with any other provision of this contract, will be added together for the purpose of ensuring that the annual Plan maximum contributions as defined under IRS code Section 457(b), or other tax qualified designated savings vehicle, are not exceeded.

B. **Deferred Compensation Plan – Loan Provision:** On June 26, 2012, the Board of Supervisors adopted Resolution 2012/298 approving the California Nurses' Association to participate in the Deferred Compensation Plan Loan Program effective June 26, 2012. The following is a summary of the provisions of the loan program:

1. The minimum amount of the loan is $1,000

2. The maximum amount of the loan is the lesser of 50% of the employee's balance or $50,000, or as otherwise provided by law.

3. The maximum amortization period of the loan is five (5) years.

4. The loan interest is fixed at the time the loan is originated and for the duration of the loan. The loan interest rate is the prime rate plus one percent (1%).

5. There is no prepayment penalty if an employee pays the balance of the loan plus any accrued interest before the original amortization period for the loan.

6. The terms of the loan may not be modified after the employee enters into the loan agreement, except as provided by law.

7. An employee may have only one loan at a time.

8. Payment for the loan is made by monthly payroll deduction.

9. An employee with a loan who is not in paid status (e.g. unpaid leave of absence) may make his/her monthly payments directly to the Plan Administrator by some means other than payroll deduction each month the employee is in an unpaid status (e.g. by a personal check or money order).

10. The Loan Administrator (MassMutual Life Insurance Company or its successor) charges a one-time $50 loan initiation fee. This fee is deducted from the employee's Deferred Compensation account.

11. The County charges a one-time $25 loan initiation fee and a monthly maintenance fee of $1.50. These fees are paid by payroll deduction.

The County's website provides employees with the following information:

a. Deferred Compensation Loan Provision

b. FAQ's for the Loan Provision including loan status upon termination of employment and the consequences of defaulting on a loan

c. Pros and Cons of borrowing from the Deferred Compensation Plan

d. Loan Application and Agreement

SECTION 36 – DETENTION FACILITY DIFFERENTIAL

Employees who work in the County Detention Facility (including Marsh Creek, West County, Byron's Boy's Ranch, the Martinez Detention Facility and Juvenile Hall) shall receive a differential per hour worked at a premium of five percent (5%) of the hourly equivalent of the base rate. Effective the first of the month following the month in which this MOU is adopted by the Board of Supervisors, a five percent (5%) detention differential will be added to the current five percent (5%) detention differential, for a total of a ten percent (10%) detention differential.

SECTION 37 – JOINT ASSOCIATION/MANAGEMENT MEETING

A. There shall be a Joint Association-Management Meeting every other month unless mutually waived or unless mutually agreed to meet more frequently. Release time or appropriate overtime or paid straight time will be provided for three (3) Association representatives: the Chief Nurse Representative, the Outpatient Nurse Representative and the FNP Nurse Representative, or their designees. Management may also have three (3) representatives: the Director of Hospital Nursing, the Director of Ambulatory Care Nursing and the Health Services Department Personnel Officer, or their designees. Both parties may

agenda items in advance of the meeting and management shall provide reasonable information which is not confidential nor legally protected with a minimum of two (2) weeks advance notice. Other people may be invited to attend such meetings if mutually agreed upon in advance. Among issues for discussion shall be items related to communication and trust.

B. Upon request of the Association, the County agrees to schedule meetings similar in concept for the Public Health Division.

SECTION 38 – PROFESSIONAL PERFORMANCE COMMITTEES

38.1 Professional Performance Committees. There shall be a single Health Services Registered Nurse Professional Performance Committee (PPC) which shall consist of two (2) subcommittees: one (1) for inpatient Registered Nurses and one (1) for outpatient Registered Nurses.

The Committee(s) may consider and discuss issues and subject matters of their own selection which are related to patient care and nursing practice. The Committee(s) may also formulate advisory recommendations and proposals concerning such matters. The Committee(s) shall not discuss economic matters, such as wages, hours and other economic conditions which may be subject to meet and confer.

Contra Costa County and California Nurses Association agree that it is in the best interest of the patients, employees and management to foster mature and cooperative labor-management relations. To that end, effective sixty (60) days after adoption of this agreement, the parties agree to supplement Section 38 – Professional Performance Committee with the following:

A. The Committee may meet more often with agreement of Chief Nursing Officer.

B. The Chair will meet with the Chief Nursing Officer prior to the quarterly meeting to set the agenda.

C. The Committee can request attendance of the Chief Nursing Officer at any of the monthly meetings.

D. Whenever the committee makes a written recommendation to the respective Director of Nursing and the Chief Nursing Officer, he/she will respond in writing to the committee within thirty (30) calendar days unless the Association and the County mutually agree that the time may be extended.

E. If the meetings are scheduled during a committee member's off duty time, the employee will be paid up to two (2) hours of paid straight time. Such paid time shall not be considered hours worked for the purpose of overtime.

OBJECTIVES: The objectives of the Professional Performance Committee shall be:
Nurse Practice:

A. To work constructively for the improvement of patient care and nursing practice and to recommend to the Health Services Department the ways and means to improve patient care.

B. The County agrees that Registered Nurses should not participate in job-related activities that they do not feel competent practicing and should discuss these concerns with their respective manager. If this dialogue does not end in a satisfactory conclusion, these concerns should be taken to the Professional Performance Committee.

Safety and Health: To consider constructively the improvement of safety and health conditions that may be hazardous and provide input for correction/elimination of those conditions to the Health Services Department Safety Committee.

Appropriate Staffing Levels: To review staffing, census and acuity levels and make recommendations regarding appropriate staffing levels that comply with state law.

38.2 Subcommittee Meetings. The Inpatient Subcommittee may schedule one (1) regular meeting each month during working hours which shall be scheduled to conflict as little as possible with nursing services. The County will release from duty no more than six (6) Registered Nurses if operationally feasible and does not impact patient safety for a period not to exceed two (2) hours for attendance at such a meeting. The Inpatient Subcommittee shall be composed of Registered Nurses from various shifts with no more than one (1) from each of the following units: Labor & Delivery/Nursery/Post-partum, Medical/Surgical/Telemetry, Inpatient Psychiatric Unit/Psychiatrist Emergency Services, Emergency Department, Critical Care Unit/Intermediate Care Unit, and the Operating Room/Post Anesthesia Care Unit/Gastrointestinal Unit.

The Outpatient Subcommittee may schedule one (1) regular meeting each month during working hours, provided that such meetings shall be scheduled to conflict as little as possible with the clinic schedule, be operationally feasible, not impact patient safety, and shall be mutually agreeable to the County. The County will release from duty no more than five (5) Registered Nurses for a period not to exceed two (2) hours, including travel time. The Outpatient Subcommittee shall be composed of Registered Nurses from both day and PM shifts with one from each of the following clinics: Concord, Brentwood/Antioch, Pittsburg/Bay Point, West County/North Richmond, and Martinez/Miller Wellness.

The Committee(s) may decide to meet jointly in lieu of separate meetings if particular issues or subjects call for joint inpatient and outpatient consideration.

38.3 Committee Minutes. The Committee(s) shall maintain written minutes, shall provide copies to the Director of Hospital Nursing Services and Director of Ambulatory Care Nursing, and shall maintain copies in various locations for perusal by Registered Nurses.

38.4 Recommendations. Employees who are not employed at the Health Services Department may submit verbal or written advisory recommendations and proposals for improving patient care to a designated representative of the Department Head, and timely response will be provided.

38.5 PPC Family Nurse Practitioners. There shall be a separate Professional Performance Committee for the Family Nurse Practitioners. The Committee may consider and discuss issues and subject matters of their own selection which are related to patient care and nursing practice. The Committee may also formulate advisory recommendations and proposals concerning such matters. The Committee shall not discuss economic matters, such as wages, hours and other economic conditions which may be subject to meet and confer.

The Committee may schedule one (1) regular meeting each month during working hours which shall be scheduled to conflict as little as possible with clinic schedules or operational needs. The County will release from duty no more than three (3) Family Nurses Practitioners for a period not to exceed two (2) hours, including travel time, for attendance at such a meeting.

The Committee shall maintain written minutes and shall provide copies to the designated supervisor(s) of the Family Nurse Practitioners in the Hospital and Clinic and Public Health Divisions and shall maintain copies in various locations for perusal by the Family Nurse Practitioners.

38.6 Quarterly Meetings with Health Services Department Managers. The Chief Nursing Officer, Director of Hospital Nursing Services, Director of Ambulatory Care Nursing and other managers from the Health Services Department designated by the Contra Costa Regional Medical Center (CCRMC) Executive Director shall meet quarterly**.**

38.7 Agenda Items for Quarterly Meeting with the Health Services Department.

A. Agendas will be established and distributed two (2) weeks in advance of the meetings.

B. Subject matters appropriate for agenda items shall include objectives listed above as well as the following: Funding/budgets and organizational updates, anticipated operational changes, communication, educational development of staff, input to technology development.

C. Items that are not appropriate for agenda items for quarterly meetings are grievances, disciplinary actions or matters subject to collective bargaining.

38.8 Recommendations for Action.

A. Joint recommendations of the PPC and staff may be referred from the Quarterly meetings to the Contra Costa Regional Medical Center (CCRMC) Executive Director for consideration.

B. Two (2) Association committee members and two (2) management representatives shall meet with the Contra Costa Regional Medical Center (CCRMC) Executive Director to discuss said recommendations.

38.9 Public Health Nurse Professional Standards and Practices Committee (PSPC)

The Committee may consider and discuss issues and subject matters which are related to patient care and nursing practice. The Committee may also formulate advisory recommendations concerning such matters. The Committee shall not discuss economic matters such as wages, hours, and other economic conditions which may be subject to meet and confer.

The Committee members need to have passed probation and have no counseling or disciplinary memos within the prior two (2) years of the anticipated selection to be a Committee member. Committee members shall serve a term of two (2) years and shall not serve more than two (2) consecutive terms.

The Committee may schedule one (1) regular meeting each month during working hours. The County will release from duty no more than four (4) Public Health Nurses. One (1) from each unit and with units of 50+ PHNs there will be one (1) additional PHN for such a meeting. Each regular meeting will be scheduled for two (2) hours each month, the first hour shall consist of the regular PSPC agenda, and the last hour shall be designated as time to meet with the Director of Public Health Nursing/Designee to address and resolve outstanding issues. PSPC members shall receive travel time to attend.

A. The Committee may meet more often with agreement of the Public Health Nursing Director.

B. The Committee can request attendance of the Public Health Nursing Director at any of the monthly meetings.

C. Whenever the Committee makes a written recommendation to the respective Director of Public Health Nursing, he/she will respond in writing to the Committee within sixty (60) calendar days unless the Association and the County mutually agree that the time may be extended.

D. If a Committee meeting is scheduled on a PHN's regularly scheduled day off the PHN is not entitled to be paid for attending the meeting.

OBJECTIVES: The objectives of the Professional Standards and Practice Committee shall be:

Nurse Practice: To work collaboratively for the improvement of patient care and nursing practice and to recommend to the Health Services Department the ways and means to improve patient care.

Safety and Health: To consider collaboratively the improvement of safety and health conditions that may be hazardous and provide input for correction/elimination of those conditions to the Public Health Nursing Director/or designee.

38.10 Professional Standards and Practices Committee Minutes. The Committee shall maintain written minutes, and shall provide copies to the Public Health Nursing Director.

38.11 Professional Standards and Practices Committee Agenda Items for Quarterly Meetings with the Public Health Nursing Director. The Public Health Nursing Director and other Health Service Department Administrators and managers may meet with the PSPC quarterly.

A. Agendas will be established and distributed one (1) week in advance of the meetings by the PSPC Committee.

B. Subject matters appropriate for agenda items shall include objectives listed above as well as the following: organizational updates, communication, educational development of staff, input to technology development.

C. Items that are not appropriate for agenda items for quarterly meetings are grievances, disciplinary actions, or matters subject to collective bargaining.

SECTION 39 – NOTICE OF HIRES AND SEPARATIONS

The County agrees to provide to California Nurses Association, to the extent the information is provided to the County by the employee:

A. New hire information as required by State law, including the first and last name, classification, department, original date of hire, home address, work location, work, home, and personal cell phone number, and personal email address of employees in classifications represented by California Nurses Association.

B. Separation information, including but not limited to termination, retirement, and voluntary separation, for employees in classifications represented by California Nurses Association.

The County will send this information electronically, in one or more reports, once per month.

SECTION 40 – WORKPLACE VIOLENCE PREVENTION AND SAFETY

The County and the Association agree that creating a workplace that is free from violence and promotes the safety of nurses and patients is a shared priority.

Workplace Violence training shall be made available in person or on-line at no cost to all members of this bargaining unit, and is required at least annually in accordance with the California Occupational Safety and Health Administration Workplace Violence Prevention in Healthcare regulation (8 CCR § 3342).

SECTION 41 – PERSONNEL FILES

An employee and/or the employee's Union representative shall have the right to inspect and review the employee's departmental personnel file upon request at reasonable times and for reasonable periods during the regular business hours of 8:00 a.m. to 5:00 p.m. Documentation in the personnel file relating to the investigation of a possible criminal offense, and such information or letters of reference shall be specifically excluded from such inspection and review. The employee's Union representative, with written authorization by the employee, shall also have the right to inspect and review any official records(s) described above.

Counseling memos will be removed from all files after two (2) years.

SECTION 42 – REIMBURSEMENT FOR MEAL EXPENSES

Employees shall be reimbursed for meal expenses under the following circumstances and in the amount specified:

A. When the employee is required by the Department Head to attend a meeting concerning County business or County affairs.

B. When the employee is required to be out of the regular or normal work area during a meal hour because of a particular work assignment.

C. When the employee is required to stay over to attend consecutive or continuing afternoon and night sessions of a board or commission.

D. When the employee is required to incur expenses as host for official guests of the County, work as members of examining boards, official visitors, and speakers or honored guests at banquets or other official functions.

E. When the employee is required to work three (3) or more hours of overtime; in this case the employee may be reimbursed in accordance with the Administrative Bulletin on Expense Reimbursement.

   Meal costs will be reimbursed only when eaten away from home or away from the facility in the case of employees at twenty-four (24) hour institutions. Procedures and definitions relative to reimbursement for meal expenses shall be in accordance with the Administrative Bulletin on Expense Reimbursement.

SECTION 43 – COMPENSATION FOR LOSS OR DAMAGE TO PERSONAL PROPERTY

The loss or damage to personal property of employees is subject to reimbursement under the following conditions:

A. The loss or damage must result from an event which is not normally encountered or anticipated on the job and which is not subject to the control of the employee.

B. Ordinary wear and tear of personal property used on the job is not compensated.

C. Employee tools or equipment provided without the express approval of the Department Head and automobiles are excluded from reimbursement.

D. The loss or damage must have occurred in the line of duty.

E. The loss or damage was not a result of negligence or lack of proper care by the employee.

F. The personal property was necessarily worn or carried by the employee in order to adequately fulfill the duties and requirements of the job.

G. The loss or damage to employees' eyeglasses, dentures or other prosthetic devices did not occur simultaneously with a job-connected injury covered by Workers' Compensation.

H. The amount of reimbursement shall be limited to the actual cost to repair damages. Reimbursement for items damaged beyond repair shall be limited to the actual value of the item at the time of loss or damage but not more than the original cost.

I. The burden of proof of loss rests with the employee.

J. Claims for reimbursement must be processed in accordance with the Administrative Bulletin on Compensation for Loss or Damage to Personal Property.

SECTION 44 – SERVICE AWARDS

The County shall continue its present policy with respect to service awards including time off; provided, however, that the type of award given shall be at the sole discretion of the County.

The following procedures shall apply with respect to service awards:

A. Presentation Before the Board of Supervisors. An employee with twenty (20) or more years of service may go before the Board of Supervisors to receive his/her Service Award. When requested by a department, the Human Resources Department will make arrangements for the presentation ceremony before the Board of Supervisors and notify the department as to the time and date of the Board meeting.

B. Service Award Day Off. Employees with fifteen (15) or more years of service are entitled to take a day off with pay at each five (5) years anniversary.

SECTION 45 – UNFAIR LABOR PRACTICE

Either the County or the Association may file an unfair labor practice as defined in Board of Supervisors' Resolution No. 81/1165 against the other. Allegations of an unfair labor practice, if not resolved in discussions between the parties within thirty (30) workdays from the date of receipt, may be heard and decided by a mutually agreed upon impartial third party.

SECTION 46 – LENGTH OF SERVICE DEFINITION (for service awards and vacation accruals)

The length of service credits of each employee of the County shall date from the beginning of the last period of continuous County employment (including temporary, and permanent status, and absences on approved leave of absence). When an employee separates from a permanent position in good standing and within two (2) years is reemployed in a permanent County position, or is reemployed in a permanent County position from a layoff list within the period of layoff eligibility, service credits shall include all credits accumulated at time of separation, but shall not include the period of separation. The Director of Human Resources shall determine these matters based on the employee status records in his/her department.

SECTION 47 – PERMANENT PART-TIME EMPLOYEE BENEFITS

Permanent part-time employees receive prorated vacation and sick leave benefits. They are eligible for health, dental and life insurance benefits at the same rate as for full-time employees providing they work at least forty percent (40%) of full time (i.e., 16/40). If the employee works at least fifty percent (50%) of full time, County retirement participation is also included.

SECTION 48 – PERMANENT-INTERMITTENT EMPLOYEE BENEFITS

A. Permanent-intermittent employees are eligible for prorated vacation and sick leave benefits based upon regular hours worked in the pay period.

B. Permanent-Intermittent employees may be eligible for certain special types of pays and benefits in addition to wages under specifically defined circumstances. A list of those special pays and benefits that are applicable to permanent-intermittent employees is included as Attachment H. If a special pay or benefit that is described in this MOU does not specifically reference permanent-intermittent employees or the special pay or benefit is not included in Attachment H, then the special pay or benefit does not apply to permanent-intermittent employees.

C. Health Benefit Coverage for Permanent Intermittent Employees. To access County health coverage, permanent intermittent employees represented by the Association must be eligible to receive an offer of coverage from the County under the federal Patient Protection and Affordable Care Act ("ACA") (42 U.S.C. § 18081). Employees eligible to receive an offer of coverage (and qualified dependents), will be offered access to the County's lowest cost, single individual health insurance plan that is available to the majority of County employees. Employees will be responsible for the full premium cost of coverage. This provision is not subject to the grievance process.

SECTION 49 – STAFF NURSE UNIT/PER DIEM EMPLOYEES

Per Diem employees may be eligible for certain special types of pays, benefits, and other items in addition to wages under specifically defined circumstances. A list of those special pays, benefits, and other items that are applicable to per diem employees is included as Attachment I. If a special pay, benefit, or other item that is described in this MOU does not specifically reference per diem employees or the special pay, benefit, or other items is not included in Attachment I, then the special pay, benefit, or other item does not apply to per diem employees.

A. **Health Benefit Coverage for Per Diem Employees**. To access County health coverage, per diem employees represented by the Association must be eligible to receive an offer of coverage from the County under the federal Patient Protection and Affordable Care Act ("ACA") (42 U.S.C. § 18081). Employees eligible to receive an offer of coverage (and qualified dependents), will be offered access to the County's lowest cost, single individual health insurance plan that is available to the majority of County employees. Employees will be responsible for the full premium cost of coverage. This provision is not subject to the grievance process.

B. **Family and Medical Leaves.** Eligibility of employees in per diem classifications for family or medical leaves under state or federal laws, such as the Family Medical Leave Act, California Family Rights Act, and Pregnancy Disability Leave Act, will be determined and administered in accordance with applicable state and/or federal laws

C. **Meal Period/Rest Break.** Employees shall be entitled to a rest break of up to 15 minutes for each four (4) hours of work. Nurses shall coordinate rest breaks with the Nursing Program Manager, or designee, in accordance with patient care needs. During each shift of eight (8) hours or more, employees shall be scheduled for an unpaid meal period of at least thirty (30) minutes. Employees who work in Juvenile Hall, Detention, or the CCHP Advice Nurse Unit may be assigned a shift of eight (8) hours straight with a paid on-site meal period when the employee is not permitted to leave the facility. Employees who work a ten (10) hour shift between the hours of 9:30 pm to 9:00 am at the Contra Costa Regional Medical Center (CCRMC) may be assigned a paid on-site meal period when the employee is not permitted leave the facility.

D. **No Discrimination.** There shall be no discrimination as prohibited by law because of age, sex, race, creed, color, national origin, religion, disability, sexual orientation or Association activities against anyone employed by the County. This provision is not subject to the Grievance Procedure.

E. **Sick Leave.** Per diem employee sick leave benefits are set forth in Administrative Bulletin 411, Sick Leave Policy (Employees Not Subject to Labor Code § 245 et. Seq.)

F. **State Disability Insurance (SDI) General Provisions.** Effective as soon as possible, but no later than January 1, 2016, Contra Costa County will enroll employees in the Per Diem Unit in the State Disability Insurance (SDI) program subject to the rules and procedures established by the State of California. Determination of SDI payments and eligibility to receive payments is at the sole discretion of the State of California. SDI benefit payments will be sent directly to the employee by the State of California.

G. **Termination of Employment.** Per diem employees serve at the pleasure of the Appointing Authority and may be terminated by the Appointing Authority or designee at any time. Termination of employment is not subject to the grievance procedure and is not subject to appeal. However, a Per Diem employee who is terminated may request a meeting with the Appointing Authority or designee and may be accompanied by a Union Representative.

H. **Unit Information.** The County agrees to provide a list of represented employees no more than once each calendar year, upon written request by the union.

I. **Workers' Compensation Coverage for Per Diem Employees.** Any Worker's Compensation coverage applicable to per diem nurses is determined by law. This section is not subject to the grievance procedure.

SECTION 50 – PROVISIONAL EMPLOYEE BENEFITS

Provisional Employees, who are not permanent employees of the County immediately prior to their provisional appointment, are eligible for vacation and sick leave benefits.

A provisional employee may participate in the County Group Health Plans of medical, dental and life insurance coverage wholly at the employee's expense. The County will not contribute to the employee's monthly premium. The employee will be responsible for paying the premium appropriately and punctually. Failure to meet the premium deadline will mean automatic and immediate withdrawal from the County Group Health Plan and reinstatement may only be effectuated during the annual open enrollment period.

SECTION 51 – LUNCH PERIOD / REST BREAK

Hospital nurses scheduled to work a full eight (8) hour shift within a spread of eight and one-half (8-1/2) hours shall receive not less than one-half (1/2) hour for lunch. If such nurse is required to work during all or any portion of the lunch period, such time worked shall be paid at the rate of time and one-half (1-1/2), provided the nurse actually works a full shift.

Nurses with one-half (1/2) hour lunch at the hospital shall receive priority service over non-employees in the hospital cafeteria.

Advice Nurses assigned to work the night shift Monday through Friday (10 p.m. – 6:00 a.m.) or Saturday and Sunday (10 p.m. – 6:30 a.m.) will be provided a one-half (1/2) hour paid lunch to remain on-site for the duration of the shift. There is no change in shift hours for nurses employed at Juvenile Hall or the Detention Facility and those shifts designated in the Advice Nurse Unit; those remaining on a straight eight (8) hour shift are always in paid status and on duty during lunch and shall remain on-sit for the entire duration of the shift.

Nurses are entitled to a ten (10) minute rest break during each four (4) hour working period, and said rest break may be taken at any time during the four (4) hour period. Nurses scheduled to work twelve (12) hour shifts are entitled to a fifteen (15) minute rest break during each six (6) hour working period, and said rest break may be taken at any time during the six (6) hour period. In no event shall there be more than two (2) rest breaks during one shift. Nurses shall coordinate rest breaks with the Nursing Program Manager, or designee, in accordance with patient care needs.

SECTION 52 – FAMILY NURSE PRACTITIONERS (FNP)/PUBLIC HEALTH NURSES (PHN)

52.1 FNP Administrative Time.

A. All Family Nurse Practitioners (FNPs) in the Hospital and Clinics Division will be granted administrative time as part of the regular schedule. Administrative time will be prorated for part-time FNPs as follows:

Total Position Hours/Week	Average Admin Hours/Week
32-40	4
24-31	3
20-23	2
<20	0

In the Public Health Division, FNP's will be granted administrative time on a pro rata basis and will be expected to continue to cover for FNP absences as needed.

B. The regular schedule for each FNP may include one (1), four (4) hour evening clinic per week and one (1) weekend assignment every eight (8) weeks, consisting of four (4) to eight (8) hours. FNPs with twenty (20) years of service shall not be required to work weekend shifts, but may volunteer to do so. However, in the event there are insufficient FNP staff to cover weekend assignments, the provisions outlined above regarding one (1) weekend assignments in eight (8) weeks may be temporarily waived.

In lieu of overtime and shift differential, any hours worked in Hospital and Clinic Division assignments in excess of eight (8) hours per day or forty (40) hours per week will be paid at the straight-time overtime rate (1.0). All evening and weekend assignments in the Hospital and Clinics Division will be paid an additional ten dollars ($10.00) per hour.

FNPs assigned to work on a holiday will not be paid the ten dollars ($10.00) per hour evening/weekend differential, but instead receive time and one-half (1-1/2) holiday pay.

52.2 FNP Meetings. An FNP who attends a Medical Staff meeting before 8:00 a.m. or after 5:00 p.m. on a day for which he/she is otherwise scheduled to work, will be compensated at the appropriate rate of pay. The division head for mid-level practitioners will be compensated for attending noon meetings of the Medical Executive Committee. FNP's will be compensated for attendance at other noon meetings only if attendance is mandated by the appointing authority or designee.

52.3 FNP Staff Development Time. Family Nurse Practitioners in the Hospital, Health Centers Division and Detention Centers, who are regularly scheduled to work sixteen (16) hours per week or more of Family Practice Clinics and/or Detention Clinics shall be eligible for staff development time. The nature of the staff development time shall be decided by the appropriate Department Head and could include such responsibilities as specialty clinic assignments, or activities which contribute to patients' health, system efficiency or quality care. Employees will be notified in writing of the decisions regarding their proposals. Employees may apply to use such time by submitting their proposal describing the goals and process of their work to the appointing authority of designee for approval. Approval of the use of staff development time shall be a specific period of time and may be discontinued at any time with a written explanation, at the discretion of the appointing authority or designee. Employees involved in such work shall be required to submit periodic reports as determined by the appointing authority or designee.

Employees will accumulate four (4) hours per month of staff development time. Such time can be used in blocks of four (4) hours per week not to exceed forty-eight (48) hours per calendar year. Unused hours do not carry over into the next year. Those employees who are scheduled to work less than full time may be assigned to these four (4) hours per month over and above their regularly scheduled hours.

52.4 FNP Paid Personal Leave. Effective July 1, 2006, in lieu of overtime and shift differential, permanent full-time Family Nurse Practitioners with three (3) years of service in classes covered by this MOU will be credited with five (5) days of paid personal leave. Said leave will be prorated for permanent part-time employees but will not be credited for permanent-intermittent (on-call) employees.

This leave must be used during the calendar year in which credited and may not be carried forward. This paid personal leave is separate from paid vacation and will be accounted for accordingly. Upon separation from County service, there shall be no pay off for unused personal leave credits.

52.5 Public Health Nurses.

A. The Public Health Nurse Professional Standards and Practices Committee (PSPC) shall continue for the duration of this MOU. The PSPC will be comprised of seven members.

B. Public Health Nurses may take either a half-hour (1/2) or one-hour (1) lunch break, provided the operational needs of the department are met.

C. If reassignments of less than eight (8) weeks duration are needed to cover for vacation relief, sick leave, temporary shifts in workload, training assignments or other short term needs, management shall solicit volunteers. If there are insufficient volunteers, assignments will be based on inverse seniority within the affected program.

D. Vacations.

a. Vacations shall be scheduled on an annual cycle, April 1st through March 31st. Employees must submit their written vacation requests by February 1st of each year. Administration in each program or office will post a schedule of vacations by March 1st of each year.

b. At least one PHN from each office or program will receive scheduled absences, including continuing education and vacation, at any given time. With supervisor's approval, additional time off requests may be granted, based on staffing and caseload. The employee with the greater length of service in the Public Health Nurse classification will receive the requested vacation time. Less senior employees will be given the opportunity to request a different time before the annual schedule is posted and will be approved on a first come basis. In the event of a tie on the date of submission, seniority in the classification or series will serve as the tie breaker. Absences for sick leave, disability and regular days off will not be counted as scheduled absences.

c. An approved vacation will not be unilaterally canceled.

d. An employee voluntarily changing work position or assignment between programs or regional offices after March 1st must resubmit a vacation request for consideration on a first come basis.

e. Vacations which include major holidays, Christmas and New Year's Day shall be rotated amongst staff rather than determined by seniority.

SECTION 53 – HEALTH EXAMINATION

Employees of the County who work in a Health Services Department facility will annually be required to complete a Health Questionnaire and take a Tuberculosis Skin Test. In the event that an employee had a positive reaction to a tuberculosis skin test, said employee will be requested to show proof of having had two (2) negative chest x-rays at least one (1) year apart.

Employees will also be requested to be screened for Rubella immunity. If the result of the Rubella test is negative, the appointing authority or designee will recommend that the employee become immunized. If the employee has direct patient contact and refuses to become immunized, an attempt will be made to relocate the employee to a non-patient care area if possible.

SECTION 54 – FLOATING

Floating of RNs shall be subject to patient care considerations and staffing needs, and shall be in compliance with the current in-patient floating policy (Attachment Q).

Nursing administration reserves the right to amend the policy to meet operational needs. Additionally, nursing administration agrees to seek input on changes in said policy from the Professional Performance Committee (PPC).

Any alleged violations to the float policy will be taken to the chair of the PPC; the committee chair will request a meeting with the Chief Nursing Officer to review and resolve the above. If there is no resolution at this step, the PPC chair may request initiation of the Nursing Review Panel as per Section 59 of the Memorandum of Understanding.

SECTION 55 – LEAVE DENIALS

Any properly submitted request for educational leave, vacation leave, or other leave of absence covered by this MOU shall normally not be denied without written explanation.

SECTION 56 – CODE GREY

A ten percent (10%) base salary differential shall be paid for those shifts on which employees in classifications represented by CNA are specifically assigned by the administration to respond to emergency Code Grey calls.

Assignment to the Code Grey team is conditional on an employee having successfully completed required non-violence training and maintaining required certification. Assignment to the Code Grey team will first be based on volunteers. If there is not an adequate number of volunteers, assignment to the team will be made by management, with no more than one (1) RN per hospital unit being assigned at any given time. It is further understood that the above-referenced salary differential is based on an employee actually being assigned to Code Grey call.

SECTION 57 – ADOPTION

The provisions of this MOU shall be made applicable on the dates indicated and upon approval by the Board of Supervisors. Resolutions and Ordinances, where necessary, shall be prepared and adopted in order to implement these provisions. It is understood that where it is determined that an Ordinance is required to implement any of the foregoing provisions, said provisions shall become effective upon the first day of the month following thirty (30) days after such Ordinance is adopted.

SECTION 58 – SCOPE OF AGREEMENT AND SEPARABILITY OF PROVISION

58.1 Scope of Agreement. Except as otherwise specifically provided herein, this MOU fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties in any and all matters subject to meet and confer. Neither party shall during the term of this MOU, demand any change to the terms of this MOU, provided that nothing herein shall prohibit the parties from changing the terms of this MOU by mutual agreement. Any past side letters or any other agreements, excluding settlement agreements, that are not incorporated into or attached to this MOU are deemed expired upon approval of this MOU by the Board of Supervisors.

58.2 Separability of Provisions. Should any section, clause or provision of this MOU be declared illegal, unlawful or unenforceable, by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this MOU.

58.3 Personnel Management Regulations. Where a specific provision contained in a section of this MOU conflicts with a specific provision contained in a section of the Personnel Management Regulations (PMR's), the provision of this MOU shall prevail. Those provisions of the Personnel Management Regulations within the scope of representation which are not in conflict with the provisions of this MOU and those provisions of the Personnel Management Regulations which are not within the scope of representation and as such remain in full force and effect.

SECTION 59 – SAFE STAFFING

Contra Costa Regional Medical Center acknowledges and complies with state legislation Safe Staffing (AB394). Contra Costa Regional Medical Center and California Nurses Association agree to work cooperatively to ensure the highest quality of patient care and optimal outcomes. Staff will be actively involved through the Professional Practice Committee, in development of core staffing processes as well as skill mix for patient care areas. In addition, any concerns regarding staffing issues will be addressed through the New Technology and Staffing Ratio Dispute Resolution process.

SECTION 60 – PATIENT CARE TECHNOLOGY REVIEW PROCEDURES

The Employer and the Union recognize that development and deployment of clinical technologies should be used to improve quality outcomes, patient safety, and that when used in the patient care setting:

A. Technology must be consistent with the provision of safe, therapeutic and effective patient care, which promotes patient safety.

B. Deployment of technology shall not limit the Registered Nurses in the performance of functions that are part of the Nursing Process, including full exercise of clinical judgment in assessment, evaluation, planning and implementation of care, nor from acting as patient advocate.

C. Technology is intended to enhance, not degrade, nursing skills.

D. The manner in which technology is used shall support patient confidentiality.

E. Technology is intended to provide information and options for clinical decision-making. Clinicians will maintain accountability for actual clinical decision-making, including incorporating individualized patient needs, complications, comorbidities, as appropriate.

F. For technology selected after the date of this agreement, the Hospital will provide opportunities for Staff Nurses to provide input regarding new technology affecting the delivery of direct patient care.

This provision shall be subject to Section 62 - NEW TECHNOLOGY AND STAFFING RATIO DISPUTE RESOLUTION.

SECTION 61 – CONSCIOUS SEDATION

As Conscious Sedation is a highly skilled, highly technical procedure, CCRMC is committed to providing a safe environment for patients by requiring all nursing personnel who perform this function to complete education and demonstrate competency. Nurses on temporary assignment at CCRMC will be required to demonstrate a level of competency equivalent to CCRMC employees before being assigned to perform conscious sedation.

SECTION 62 – NEW TECHNOLOGY AND STAFFING RATIO DISPUTE RESOLUTION

The County and CNA agree that the process contained herein shall be the exclusive means of resolving all disputes pertaining to new technology that impacts wages, hours, and terms and conditions of employment, and chronic staffing ratio patterns appealed by the Professional Practice Committee (PPC). The basic principles of staffing in the acute care setting should be based on the patients' care needs, the severity of condition, services needed, and the complexity surrounding those services. Disputes regarding the aforementioned will be handled as follows:

A. Nursing Review Panel (NRP). A Nursing Review Panel (NRP) shall be convened within thirty (30) calendar days following written notification from the Professional Practice Committee (PPC) that disputes regarding chronic staffing ratio or principles of staffing as outlined above, or new technology that impacts wages,

hours, and terms and conditions of employment, has not been resolved through the Professional Practice Committee.

1. The NRP shall be comprised of a chair appointed or assumed by the Chief Nursing Officer (CNO), two (2) RNs selected by the County, and two (2) RNs selected by the PPC with at least one taken from the affected work area.

2. Bargaining unit members on the NRP shall receive paid straight time for all time spent on the panel.

3. The Panel shall make staffing adjustment recommendations to the CNO, based on compliance with state ratios. The CNO shall, within thirty (30) days of receiving the Panel's recommendations, provide his/her response to the PPC.

4. In the event the CNO's action does not resolve the matter, the PPC may appeal the decision in writing to the CNO. Within thirty (30) calendar days of receiving the appeal, the CNO shall convene a Special Review Panel in accordance with the provisions of Section B., below.

B. Special Review Panel (SRP)

1. The SRP shall consist of three (3) members, one (1) RN selected by CNA, one (1) RN selected by the CNO or his/her designee, and a third (3rd) person selected by the other two (2) panel members to serve as a neutral chairperson. The parties will make a good faith effort to select a chairperson who is experienced in the healthcare industry and with expertise in staffing in acute care hospitals. If they are unable to find such a person, they shall select an arbitrator by mutual agreement to serve as chairperson. Nothing shall preclude the CNA and County panel members from bringing another individual to assist.

2. If the SRP is unable to achieve a resolution, the neutral third party may resolve the difference and such decision shall be final and binding on the parties.

3. Any resolution of the SRP, including any decision by the neutral third party, must take into consideration work area staffing ratio standards, and any other relevant information presented by the parties, and must be consistent with state and federal legislation prescribing levels and ratios. The SRP, including the neutral third party, shall have no jurisdiction to fashion any remedy that imposes an obligation on any hospital that exceeds, or is inconsistent with state or federal regulatory requirements or legislation.

SECTION 63 - AMBULATORY CARE NURSES

Effective July 1, 2008, Experienced Level Registered Nurses in the Ambulatory Care specialty are eligible for Advance Level pay code (VWXE). Minimum criteria as defined by the Board of Registered Nursing.

The following Ambulatory Care Clinics are eligible for Advance Level Pay:

1) Dysplasia Clinic (DYSP)
2) Anti-Coagulation Clinic
3) INH Clinic
4) Resource Nurse (RES)
5) Amniotic Fluid Index (AFI)
6) Non-Stress Testing (NST)
7) Hematology/Oncology Clinic (HEM/ONC)
8) Referral Coordination Unit

The parties agree to meet and confer before the expiration of this MOU to establish, if necessary, new criteria for Advance Level Pay for Ambulatory Care.

SECTION 64 – DURATION OF AGREEMENT

This Agreement shall continue in full force and effect from October 1, 2018, to and including September 30, 2021. Said Agreement shall automatically renew, except for sunset provisions contained within this MOU, from year to year thereafter unless either party gives written notice to the other prior to sixty (60) days from the aforesaid termination date of its intention to amend, modify, or terminate the Agreement.

SECTION 65 – AUTOMATED TIMEKEEPING REOPENER

Upon request of County and during the term of this Agreement, the Association will meet and confer with County regarding implementation of an Automated Timekeeping System for all County employees. Implementation of an Automated Timekeeping System may require changes and/or additions to this Agreement regarding the following subjects:

1. On Call/Call Back pay
2. Shift differentials
3. CNA double shifts for employees working more than 8 hours
4. Overtime
5. Days and hours of work
6. Holiday pay
7. Rounding
8. Reporting of time

SECTION 63 - AMBULATORY CARE NURSES

This list is indicative, not inclusive, of the subjects that may need changes and/or additions for the Automated Timekeeping System.

The parties understand and agree that the County will mitigate any pecuniary loss to Association members that may result from negotiated changes/additions to this Agreement in order to implement the Automated Timekeeping System.

Date: 5/28/19

Contra Costa County: *(Signature / Printed Name)*	**California Nurses Association (CNA):** *(Signature / Printed Name)*
Shanna Edwards / Shanna Edwards	Charlotte I. Adams / Charlotte I. Adams
Kelly Tuffo / Kelly Tuffo	Kathleen Avila / Kathleen Avila RN
/	Kati Johnson / Kati Johnson
/	Rosalind Walker / Rosalind Walker
/	Kathleen Sullivan / Kathleen Sullivan
/	Matthew Schaefer / Matthew Schaefer
/	ANNIE STEWART / ANNIE STEWART
/	Bonnie Castillo / BONNIE CASTILLO
/	/

CALIFORNIA NURSES ASSOCIATION

ATTACHMENTS

A – 1 Class and Salary Listing Monthly – Effective 10/1/2018

A – 2 Class and Salary Listing Hourly – Effective 10/1/2018

B – 1 Class and Salary Listing Monthly – Effective 12/1/2018

B – 2 Class and Salary Listing Hourly – Effective 12/1/2018

C – 1 Class and Salary Listing Monthly – Effective 5/1/2019

C – 2 Class and Salary Listing Hourly – Effective 5/1/2019

D – 1 Class and Salary Listing Monthly – Effective 1/1/2020

D – 2 Class and Salary Listing Hourly – Effective 1/1/2020

E – 1 Class and Salary Listing Monthly – Effective 1/1/2021

E – 2 Class and Salary Listing Hourly – Effective 1/1/2021

F. *Page Intentionally Left Blank*

G. Medical/ Dental Plan Co-Pays 2018 Plan Year

H. Permanent Intermittent Employee Benefits

I. Staff Nurse Unit/Per Diem Employee Special Pays, Benefits and Other Items

J. Acuity Based Staffing (Revised 10/1/06)

K. Permanent-Intermittent and Part-Time RN's and FNP's

L. Public Health Nurse Expanded Roles

M. Agreements Reached During 1995/96 Negotiations

N. Mandatory Overtime Policy for Contra Costa Regional Medical Center In-Patient RN's

O. Letter of Understanding – Mandatory Overtime for Contra Costa Detention Facilities

P. Establishment of Weekend Only Schedules

Q. Contra Costa County Regional Medical Center Floating Policy (Revised 5/11/12)

R. Operating Room (OR) and Post Anesthesia Care Unit (PACU) On-Call Agreement

S. Automated Time Keeping – Payroll Increments of Reporting Time

T. Automated Time Keeping – Payroll Codes and Practices

U. Operational Issues

V. Per Diem Nurses Call-Off Notice

California Nurses Association
Class and Salary Listing
As of October 1, 2018

ATTACHMENT A-1

Registered Nurses Unit (L3)

Job Code	Classification	Flex Staff (F) / Deep Class (D)	Salary Range by Step (Rounded)									
			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
VWSN	Advice Nurse	F	8,659.35	8,875.83	9,097.73	9,325.17	9,558.30	9,797.26	10,042.19	10,293.24	10,550.58	10,814.34
VWTF	Charge Nurse		9,926.89	10,175.07	10,428.44	10,690.18	10,957.43	11,231.37	11,512.15	11,799.96	12,094.96	12,397.33
VWTA	Clinical Nurse Specialist		9,829.09	10,074.82	10,326.69	10,584.86	10,849.48	11,120.71	11,398.73	11,683.70	11,975.79	12,275.19
VWSB	Family Nurse Practitioner	F	9,829.09	10,074.82	10,326.69	10,584.86	10,849.48	11,120.71	11,398.73	11,683.70	11,975.79	12,275.19
VWSM	Health Svcs Educ And Trng Spec		9,829.09	10,074.82	10,326.69	10,584.86	10,849.48	11,120.71	11,398.73	11,683.70	11,975.79	12,275.19
VW7A	Nurse Practitioner Trainee	F	9,181.59									
VWXG	Registered Nurse	F, D	8,554.53	8,768.40	8,987.61	9,212.30	9,442.60	9,678.67	9,920.63	10,168.65	10,422.87	10,683.44
VWX5	Registered Nurse - Project	F, D	8,554.53	8,768.40	8,987.61	9,212.30	9,442.60	9,678.67	9,920.63	10,168.65	10,422.87	10,683.44
VWXC	Registered Nurse-Beg Level	F, D	7,745.42									
VWX2	Registered Nurse-Prj Beg Level	F, D	7,745.42									

Staff Nurses Unit (L8)

Job Code	Classification	Flex Staff (F) / Deep Class (D)	Salary Range by Step (Rounded)									
			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
VWXF	Staff Advice Nurse-Per Diem		10,391.59	10,651.38	10,917.66	11,190.60	11,470.37	11,757.13	12,051.05	12,352.33	12,661.14	12,977.67
VWWA	Staff Nurse-Per Diem		10,264.70	10,521.32	10,785.35	11,053.96	11,330.31	11,613.57	11,903.91	12,201.51	12,506.54	12,819.21

Public Health Nurse Unit (LT)

Job Code	Classification	Flex Staff (F) / Deep Class (D)	Salary Range by Step (Rounded)									
			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
VVXA	Public Hlth Nurse	D	8,982.40	9,206.96	9,437.13	9,673.06	9,914.89	10,162.76	10,416.83	10,677.25	10,944.18	11,217.78
VVX1	Public Hlth Nurse-Project		8,982.40	9,206.96	9,437.13	9,673.06	9,914.89	10,162.76	10,416.83	10,677.25	10,944.18	11,217.78

California Nurses Association
Class and Salary Listing
As of October 1, 2018

ATTACHMENT A-2

Registered Nurses Unit (L3)			**Hourly Range for Illustrative Purposes Based Upon Average Month**									
Job Code	Classification	Flex Staff (F) / Deep Class (D)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
VWSN	Advice Nurse	F	49.96	51.21	52.49	53.80	55.14	56.52	57.94	59.38	60.87	62.39
VWTF	Charge Nurse		57.27	58.70	60.16	61.67	63.22	64.80	66.42	68.08	69.78	71.52
VWTA	Clinical Nurse Specialist		56.71	58.12	59.58	61.07	62.59	64.16	65.76	67.41	69.09	70.82
VWSB	Family Nurse Practitioner	F	56.71	58.12	59.58	61.07	62.59	64.16	65.76	67.41	69.09	70.82
VWSM	Health Svcs Educ And Trng Spec		56.71	58.12	59.58	61.07	62.59	64.16	65.76	67.41	69.09	70.82
VW7A	Nurse Practitioner Trainee	F	52.97									
VWXG	Registered Nurse	F, D	49.35	50.59	51.85	53.15	54.48	55.84	57.23	58.67	60.13	61.64
VWX5	Registered Nurse - Project	F, D	49.35	50.59	51.85	53.15	54.48	55.84	57.23	58.67	60.13	61.64
VWXC	Registered Nurse-Beg Level	F, D	44.69									
VWX2	Registered Nurse-Prj Beg Level	F, D	44.69									

Staff Nurses Unit (L8)			**Hourly Range by Step (Rounded)**									
Job Code	Classification	Flex Staff (F) / Deep Class (D)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
VWXF	Staff Advice Nurse-Per Diem		59.95	61.45	62.99	64.56	66.18	67.83	69.53	71.26	73.05	74.87
VWWA	Staff Nurse-Per Diem		59.22	60.70	62.22	63.77	65.37	67.00	68.68	70.39	72.15	73.96

Public Health Nurse Unit (LT)			**Hourly Range for Illustrative Purposes Based Upon Average Month**									
Job Code	Classification	Flex Staff (F) / Deep Class (D)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
VVXA	Public Hlth Nurse	D	51.82	53.12	54.44	55.81	57.20	58.63	60.10	61.60	63.14	64.72
VVX1	Public Hlth Nurse-Project		51.82	53.12	54.44	55.81	57.20	58.63	60.10	61.60	63.14	64.72

California Nurses Association
Class and Salary Listing
Effective December 1, 2018

ATTACHMENT B-1

Registered Nurses Unit (L3)			**Salary Range by Step (Rounded)**									
Job Code	Classification	Flex Staff (F) / Deep Class (D)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
VWSN	Advice Nurse	F	9,092.32	9,319.62	9,552.62	9,791.43	10,036.22	10,287.12	10,544.30	10,807.91	11,078.10	11,355.06
VWTF	Charge Nurse		10,423.24	10,683.82	10,950.92	11,224.69	11,505.31	11,792.94	12,087.76	12,389.96	12,699.71	13,017.20
VWTA	Clinical Nurse Specialist		10,320.54	10,578.56	10,843.02	11,114.10	11,391.95	11,676.75	11,968.67	12,267.88	12,574.58	12,888.95
VWSB	Family Nurse Practitioner	F	10,320.54	10,578.56	10,843.02	11,114.10	11,391.95	11,676.75	11,968.67	12,267.88	12,574.58	12,888.95
VWSM	Health Svcs Educ And Trng Spec		10,320.54	10,578.56	10,843.02	11,114.10	11,391.95	11,676.75	11,968.67	12,267.88	12,574.58	12,888.95
VW7A	Nurse Practitioner Trainee	F	9,640.67									
VWXG	Registered Nurse	F, D	8,982.26	9,206.82	9,436.99	9,672.91	9,914.73	10,162.60	10,416.67	10,677.08	10,944.01	11,217.61
VWX5	Registered Nurse - Project	F, D	8,982.26	9,206.82	9,436.99	9,672.91	9,914.73	10,162.60	10,416.67	10,677.08	10,944.01	11,217.61
VWXC	Registered Nurse-Beg Level	F, D	8,132.69									
VWX2	Registered Nurse-Prj Beg Level	F, D	8,132.69									

Staff Nurses Unit (L8)			**Salary Range by Step (Rounded)**									
Job Code	Classification	Flex Staff (F) / Deep Class (D)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
VWXF	Staff Advice Nurse-Per Diem		10,911.17	11,183.95	11,463.54	11,750.13	12,043.89	12,344.98	12,653.61	12,969.95	13,294.20	13,626.55
VWWA	Staff Nurse-Per Diem		10,777.94	11,047.39	11,323.57	11,606.66	11,896.83	12,194.25	12,499.10	12,811.58	13,131.87	13,460.17

Public Health Nurse Unit (LT)			**Salary Range by Step (Rounded)**									
Job Code	Classification	Flex Staff (F) / Deep Class (D)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
VVXA	Public Hlth Nurse	D	9,431.52	9,667.30	9,908.99	10,156.71	10,410.63	10,670.90	10,937.67	11,211.11	11,491.39	11,778.67
VVX1	Public Hlth Nurse-Project		9,431.52	9,667.30	9,908.99	10,156.71	10,410.63	10,670.90	10,937.67	11,211.11	11,491.39	11,778.67

California Nurses Association
Class and Salary Listing
Effective December 1, 2018

ATTACHMENT B-2

Registered Nurses Unit (L3)			**Hourly Range for Illustrative Purposes Based Upon Average Month**									
Job Code	Classification	Flex Staff (F) / Deep Class (D)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
VWSN	Advice Nurse	F	52.46	53.77	55.11	56.49	57.90	59.35	60.83	62.35	63.91	65.51
VWTF	Charge Nurse		60.13	61.64	63.18	64.76	66.38	68.04	69.74	71.48	73.27	75.10
VWTA	Clinical Nurse Specialist		59.54	61.03	62.56	64.12	65.72	67.37	69.05	70.78	72.55	74.36
VWSB	Family Nurse Practitioner	F	59.54	61.03	62.56	64.12	65.72	67.37	69.05	70.78	72.55	74.36
VWSM	Health Svcs Educ And Trng Spec		59.54	61.03	62.56	64.12	65.72	67.37	69.05	70.78	72.55	74.36
VW7A	Nurse Practitioner Trainee	F	55.62									
VWXG	Registered Nurse	F, D	51.82	53.12	54.44	55.81	57.20	58.63	60.10	61.60	63.14	64.72
VWX5	Registered Nurse - Project	F, D	51.82	53.12	54.44	55.81	57.20	58.63	60.10	61.60	63.14	64.72
VWXC	Registered Nurse-Beg Level	F, D	46.92									
VWX2	Registered Nurse-Prj Beg Level	F, D	46.92									

Staff Nurses Unit (L8)			**Hourly Range by Step (Rounded)**									
Job Code	Classification	Flex Staff (F) / Deep Class (D)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
VWXF	Staff Advice Nurse-Per Diem		62.95	64.52	66.14	67.79	69.48	71.22	73.00	74.83	76.70	78.61
VWWA	Staff Nurse-Per Diem		62.18	63.73	65.33	66.96	68.64	70.35	72.11	73.91	75.76	77.65

Public Health Nurse Unit (LT)			**Hourly Range for Illustrative Purposes Based Upon Average Month**									
Job Code	Classification	Flex Staff (F) / Deep Class (D)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
VVXA	Public Hlth Nurse	D	54.41	55.77	57.17	58.60	60.06	61.56	63.10	64.68	66.30	67.95
VVX1	Public Hlth Nurse-Project		54.41	55.77	57.17	58.60	60.06	61.56	63.10	64.68	66.30	67.95

California Nurses Association
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Registered Nurses Unit (L3)			**Salary Range by Step (Rounded)**									
Job Code	Classification	Flex Staff (F) / Deep Class (D)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
VWSN	Advice Nurse	F	9,546.93	9,785.61	10,030.25	10,281.00	10,538.03	10,801.48	11,071.51	11,348.30	11,632.01	11,922.81
VWTF	Charge Nurse		10,944.40	11,218.01	11,498.46	11,785.92	12,080.57	12,382.59	12,692.15	13,009.45	13,334.69	13,668.06
VWTA	Clinical Nurse Specialist		10,836.57	11,107.49	11,385.17	11,669.80	11,961.55	12,260.59	12,567.10	12,881.28	13,203.31	13,533.39
VWSB	Family Nurse Practitioner	F	10,836.57	11,107.49	11,385.17	11,669.80	11,961.55	12,260.59	12,567.10	12,881.28	13,203.31	13,533.39
VWSM	Health Svcs Educ And Trng Spec		10,836.57	11,107.49	11,385.17	11,669.80	11,961.55	12,260.59	12,567.10	12,881.28	13,203.31	13,533.39
VW7A	Nurse Practitioner Trainee	F	10,122.70									
VWXG	Registered Nurse	F, D	9,431.37	9,667.16	9,908.83	10,156.56	10,410.47	10,670.73	10,937.50	11,210.94	11,491.21	11,778.49
VWX5	Registered Nurse - Project	F, D	9,431.37	9,667.16	9,908.83	10,156.56	10,410.47	10,670.73	10,937.50	11,210.94	11,491.21	11,778.49
VWXC	Registered Nurse-Beg Level	F, D	8,539.32									
VWX2	Registered Nurse-Prj Beg Level	F, D	8,539.32									

Staff Nurses Unit (L8)			**Salary Range by Step (Rounded)**									
Job Code	Classification	Flex Staff (F) / Deep Class (D)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
VWXF	Staff Advice Nurse-Per Diem		11,456.72	11,743.14	12,036.72	12,337.64	12,646.08	12,962.23	13,286.29	13,618.44	13,958.91	14,307.88
VWWA	Staff Nurse-Per Diem		11,316.84	11,599.76	11,889.75	12,186.99	12,491.67	12,803.96	13,124.06	13,452.16	13,788.46	14,133.18

Public Health Nurse Unit (LT)			**Salary Range by Step (Rounded)**									
Job Code	Classification	Flex Staff (F) / Deep Class (D)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
VVXA	Public Hlth Nurse	D	9,903.09	10,150.67	10,404.44	10,664.55	10,931.16	11,204.44	11,484.55	11,771.66	12,065.96	12,367.61
VVX1	Public Hlth Nurse-Project		9,903.09	10,150.67	10,404.44	10,664.55	10,931.16	11,204.44	11,484.55	11,771.66	12,065.96	12,367.61

California Nurses Association
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ATTACHMENT C-2

Registered Nurses Unit (L3)			**Hourly Range for Illustrative Purposes Based Upon Average Month**									
Job Code	Classification	Flex Staff (F) / Deep Class (D)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
VWSN	Advice Nurse	F	55.08	56.46	57.87	59.31	60.80	62.32	63.87	65.47	67.11	68.79
VWTF	Charge Nurse		63.14	64.72	66.34	68.00	69.70	71.44	73.22	75.05	76.93	78.85
VWTA	Clinical Nurse Specialist		62.52	64.08	65.68	67.33	69.01	70.73	72.50	74.32	76.17	78.08
VWSB	Family Nurse Practitioner	F	62.52	64.08	65.68	67.33	69.01	70.73	72.50	74.32	76.17	78.08
VWSM	Health Svcs Educ And Trng Spec		62.52	64.08	65.68	67.33	69.01	70.73	72.50	74.32	76.17	78.08
VW7A	Nurse Practitioner Trainee	F	58.40									
VWXG	Registered Nurse	F, D	54.41	55.77	57.17	58.60	60.06	61.56	63.10	64.68	66.30	67.95
VWX5	Registered Nurse - Project	F, D	54.41	55.77	57.17	58.60	60.06	61.56	63.10	64.68	66.30	67.95
VWXC	Registered Nurse-Beg Level	F, D	49.27									
VWX2	Registered Nurse-Prj Beg Level	F, D	49.27									

Staff Nurses Unit (L8)			**Hourly Range by Step (Rounded)**									
Job Code	Classification	Flex Staff (F) / Deep Class (D)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
VWXF	Staff Advice Nurse-Per Diem		66.10	67.75	69.44	71.18	72.96	74.78	76.65	78.57	80.53	82.55
VWWA	Staff Nurse-Per Diem		65.29	66.92	68.59	70.31	72.07	73.87	75.72	77.61	79.55	81.54

Public Health Nurse Unit (LT)			**Hourly Range for Illustrative Purposes Based Upon Average Month**									
Job Code	Classification	Flex Staff (F) / Deep Class (D)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
VVXA	Public Hlth Nurse	D	57.13	58.56	60.03	61.53	63.06	64.64	66.26	67.91	69.61	71.35
VVX1	Public Hlth Nurse-Project		57.13	58.56	60.03	61.53	63.06	64.64	66.26	67.91	69.61	71.35

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ATTACHMENT D-1

Registered Nurses Unit (L3)

Job Code	Classification	Flex Staff (F) / Deep Class (D)	Salary Range by Step (Rounded)									
			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
VWSN	Advice Nurse	F	10,024.28	10,274.89	10,531.76	10,795.05	11,064.93	11,341.55	11,625.09	11,915.72	12,213.61	12,518.95
VWTF	Charge Nurse		11,491.62	11,778.91	12,073.38	12,375.22	12,684.60	13,001.71	13,326.76	13,659.93	14,001.42	14,351.46
VWTA	Clinical Nurse Specialist		11,378.40	11,662.86	11,954.43	12,253.29	12,559.63	12,873.62	13,195.46	13,525.34	13,863.48	14,210.06
VWSB	Family Nurse Practitioner	F	11,378.40	11,662.86	11,954.43	12,253.29	12,559.63	12,873.62	13,195.46	13,525.34	13,863.48	14,210.06
VWSM	Health Svcs Educ And Trng Spec		11,378.40	11,662.86	11,954.43	12,253.29	12,559.63	12,873.62	13,195.46	13,525.34	13,863.48	14,210.06
VW7A	Nurse Practitioner Trainee	F	10,628.84									
VWXG	Registered Nurse	F, D	9,902.94	10,150.51	10,404.28	10,664.38	10,930.99	11,204.27	11,484.37	11,771.48	12,065.77	12,367.42
VWX5	Registered Nurse - Project	F, D	9,902.94	10,150.51	10,404.28	10,664.38	10,930.99	11,204.27	11,484.37	11,771.48	12,065.77	12,367.42
VWXC	Registered Nurse-Beg Level	F, D	8,966.29									
VWX2	Registered Nurse-Prj Beg Level	F, D	8,966.29									

Staff Nurses Unit (L8)

Job Code	Classification	Flex Staff (F) / Deep Class (D)	Salary Range by Step (Rounded)									
			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
VWXF	Staff Advice Nurse-Per Diem		12,029.56	12,330.30	12,638.56	12,954.52	13,278.38	13,610.34	13,950.60	14,299.37	14,656.85	15,023.27
VWWA	Staff Nurse-Per Diem		11,882.68	12,179.74	12,484.24	12,796.34	13,116.25	13,444.16	13,780.26	14,124.77	14,477.89	14,839.83

Public Health Nurse Unit (LT)

Job Code	Classification	Flex Staff (F) / Deep Class (D)	Salary Range by Step (Rounded)									
			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
VVXA	Public Hlth Nurse	D	10,398.25	10,658.20	10,924.66	11,197.77	11,477.72	11,764.66	12,058.78	12,360.25	12,669.25	12,985.99
VVX1	Public Hlth Nurse-Project		10,398.25	10,658.20	10,924.66	11,197.77	11,477.72	11,764.66	12,058.78	12,360.25	12,669.25	12,985.99

California Nurses Association
Class and Salary Listing
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ATTACHMENT D-2

Registered Nurses Unit (L3)			**Hourly Range for Illustrative Purposes Based Upon Average Month**									
Job Code	Classification	Flex Staff (F) / Deep Class (D)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
VWSN	Advice Nurse	F	57.83	59.28	60.76	62.28	63.84	65.43	67.07	68.74	70.46	72.22
VWTF	Charge Nurse		66.30	67.96	69.65	71.40	73.18	75.01	76.89	78.81	80.78	82.80
VWTA	Clinical Nurse Specialist		65.64	67.29	68.97	70.69	72.46	74.27	76.13	78.03	79.98	81.98
VWSB	Family Nurse Practitioner	F	65.64	67.29	68.97	70.69	72.46	74.27	76.13	78.03	79.98	81.98
VWSM	Health Svcs Educ And Trng Spec		65.64	67.29	68.97	70.69	72.46	74.27	76.13	78.03	79.98	81.98
VW7A	Nurse Practitioner Trainee	F	61.32									
VWXG	Registered Nurse	F, D	57.13	58.56	60.02	61.53	63.06	64.64	66.26	67.91	69.61	71.35
VWX5	Registered Nurse - Project	F, D	57.13	58.56	60.02	61.53	63.06	64.64	66.26	67.91	69.61	71.35
VWXC	Registered Nurse-Beg Level	F, D	51.73									
VWX2	Registered Nurse-Prj Beg Level	F, D	51.73									

Staff Nurses Unit (L8)			**Hourly Range by Step (Rounded)**									
Job Code	Classification	Flex Staff (F) / Deep Class (D)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
VWXF	Staff Advice Nurse-Per Diem		69.40	71.14	72.91	74.74	76.61	78.52	80.48	82.50	84.56	86.67
VWWA	Staff Nurse-Per Diem		68.55	70.27	72.02	73.83	75.67	77.56	79.50	81.49	83.53	85.61

Public Health Nurse Unit (LT)			**Hourly Range for Illustrative Purposes Based Upon Average Month**									
Job Code	Classification	Flex Staff (F) / Deep Class (D)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
VVXA	Public Hlth Nurse	D	59.99	61.49	63.03	64.60	66.22	67.87	69.57	71.31	73.09	74.92
VVX1	Public Hlth Nurse-Project		59.99	61.49	63.03	64.60	66.22	67.87	69.57	71.31	73.09	74.92

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ATTACHMENT E-1

Registered Nurses Unit (L3)

Job Code	Classification	Flex Staff (F) / Deep Class (D)	Salary Range by Step (Rounded)									
			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
VWSN	Advice Nurse	F	10,525.49	10,788.63	11,058.35	11,334.80	11,618.17	11,908.63	12,206.34	12,511.50	12,824.29	13,144.90
VWTF	Charge Nurse		12,066.20	12,367.86	12,677.05	12,993.98	13,318.83	13,651.80	13,993.10	14,342.92	14,701.50	15,069.03
VWTA	Clinical Nurse Specialist		11,947.32	12,246.00	12,552.15	12,865.96	13,187.61	13,517.30	13,855.23	14,201.61	14,556.65	14,920.57
VWSB	Family Nurse Practitioner	F	11,947.32	12,246.00	12,552.15	12,865.96	13,187.61	13,517.30	13,855.23	14,201.61	14,556.65	14,920.57
VWSM	Health Svcs Educ And Trng Spec		11,947.32	12,246.00	12,552.15	12,865.96	13,187.61	13,517.30	13,855.23	14,201.61	14,556.65	14,920.57
VW7A	Nurse Practitioner Trainee	F	11,160.28									
VWXG	Registered Nurse	F, D	10,398.09	10,658.04	10,924.49	11,197.60	11,477.54	11,764.48	12,058.59	12,360.06	12,669.06	12,985.79
VWX5	Registered Nurse - Project	F, D	10,398.09	10,658.04	10,924.49	11,197.60	11,477.54	11,764.48	12,058.59	12,360.06	12,669.06	12,985.79
VWXC	Registered Nurse-Beg Level	F, D	9,414.61									
VWX2	Registered Nurse-Prj Beg Level	F, D	9,414.61									

Staff Nurses Unit (L8)

Job Code	Classification	Flex Staff (F) / Deep Class (D)	Salary Range by Step (Rounded)									
			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
VWXF	Staff Advice Nurse-Per Diem		12,631.04	12,946.81	13,270.48	13,602.25	13,942.30	14,290.86	14,648.13	15,014.34	15,389.69	15,774.44
VWWA	Staff Nurse-Per Diem		12,476.81	12,788.73	13,108.45	13,436.16	13,772.06	14,116.37	14,469.28	14,831.01	15,201.78	15,581.83

Public Health Nurse Unit (LT)

Job Code	Classification	Flex Staff (F) / Deep Class (D)	Salary Range by Step (Rounded)									
			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
VVXA	Public Hlth Nurse	D	10,918.16	11,191.11	11,470.89	11,757.66	12,051.60	12,352.90	12,661.72	12,978.26	13,302.72	13,635.28
VVX1	Public Hlth Nurse-Project		10,918.16	11,191.11	11,470.89	11,757.66	12,051.60	12,352.90	12,661.72	12,978.26	13,302.72	13,635.28

California Nurses Association
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ATTACHMENT E-2

Registered Nurses Unit (L3)			**Hourly Range for Illustrative Purposes Based Upon Average Month**									
Job Code	Classification	Flex Staff (F) / Deep Class (D)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
VWSN	Advice Nurse	F	60.72	62.24	63.80	65.39	67.03	68.70	70.42	72.18	73.99	75.84
VWTF	Charge Nurse		69.61	71.35	73.14	74.97	76.84	78.76	80.73	82.75	84.82	86.94
VWTA	Clinical Nurse Specialist		68.93	70.65	72.42	74.23	76.08	77.98	79.93	81.93	83.98	86.08
VWSB	Family Nurse Practitioner	F	68.93	70.65	72.42	74.23	76.08	77.98	79.93	81.93	83.98	86.08
VWSM	Health Svcs Educ And Trng Spec		68.93	70.65	72.42	74.23	76.08	77.98	79.93	81.93	83.98	86.08
VW7A	Nurse Practitioner Trainee	F	64.39									
VWXG	Registered Nurse	F, D	59.99	61.49	63.03	64.60	66.22	67.87	69.57	71.31	73.09	74.92
VWX5	Registered Nurse - Project	F, D	59.99	61.49	63.03	64.60	66.22	67.87	69.57	71.31	73.09	74.92
VWXC	Registered Nurse-Beg Level	F, D	54.32									
VWX2	Registered Nurse-Prj Beg Level	F, D	54.32									

Staff Nurses Unit (L8)			**Hourly Range by Step (Rounded)**									
Job Code	Classification	Flex Staff (F) / Deep Class (D)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
VWXF	Staff Advice Nurse-Per Diem		72.87	74.69	76.56	78.47	80.44	82.45	84.51	86.62	88.79	91.01
VWWA	Staff Nurse-Per Diem		71.98	73.78	75.63	77.52	79.45	81.44	83.48	85.56	87.70	89.90

Public Health Nurse Unit (LT)			**Hourly Range for Illustrative Purposes Based Upon Average Month**									
Job Code	Classification	Flex Staff (F) / Deep Class (D)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
VVXA	Public Hlth Nurse	D	62.99	64.56	66.18	67.83	69.53	71.27	73.05	74.87	76.75	78.67
VVX1	Public Hlth Nurse-Project		62.99	64.56	66.18	67.83	69.53	71.27	73.05	74.87	76.75	78.67

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MEDICAL/DENTAL PLANS 2018 Plan Year

Coverage Offered

The County offers the following Plans:
Contra Costa Health Plans (CCHP), Kaiser Permanente, Health Net and Delta Dental PPO and Delta Care USA Dental HMO.

Co-Pays and Co-Insurance

The health plan co-pays and co-insurance are as follows:

CCHP A:	$0 Office Visit in the RMC Network $0 Preferred Generic RX $0 Preferred Brand RX $0 Non-Preferred Brand RX
CCHP B:	$0 Office Visit in the RMC Network $5 Office Visit in the CPN Network $3 Preferred Generic RX $3 Preferred Brand RX $3 Non-Preferred Brand RX
KAISER PERMANENTE PLAN A:	$10 Office Visit co-pay $10 Preferred Generic RX $20 Preferred Brand RX $20 Non-Preferred Brand RX $10 Emergency Room
KAISER PERMANENTE PLAN B:	$500 Deductible Per Person $1000 Deductible Per Family $20 Office Visit Co-pay (not subject to deductible) $20 Urgent Care Co-pay (not subject to deductible) $10 Lab & X-ray Co-pay (not subject to deductible) $10 Preferred Generic RX $30 Preferred Brand RX $30 Non-Preferred Brand RX 10% Co-Insurance After Deductible for Inpatient Hospital, Outpatient Surgical and Emergency Room $3000 per person and $6000 per family Annual Out of Pocket Maximum

HEALTH NET HMO Plan A:	$10 Office Visit $10 Preferred Generic RX $20 Preferred Brand RX $35 Non-Preferred Brand or Generic RX $25 Emergency Room
HEALTH NET HMO Plan B:	$20 Office Visit $50 Urgent Care Visit $1000 Inpatient Hospital Co-pay $500 Out-Patient Surgery Co-pay $100 Emergency Room Co-pay $10 Preferred Generic RX Co-pay $20 Non-Preferred Brand RX Co-pay $35 Non-Preferred Brand or Generic RX Co-pay $2000 per person and $6000 per family Annual Out of Pocket Maximum
HEALTH NET PPO Plan A:	$10 Office Visit in network $5 Preferred Generic RX $5 Preferred Brand RX $5 Non-Preferred Brand or Generic RX $50 Emergency Room Co-Pay + 10% Co-Insurance
DELTA DENTAL PREMIER PPO	$1,800 Maximum Annual Benefit Amount
DELTA CARE HMO	No Out of Pocket Charges with Network Dentists and Materials

CNA- Attachment H

Special Pays for Permanent-Intermittent Employees

1) Applicable to all Permanent-Intermittent Employees

Type of Pay	MOU Section
Jury Duty-Scheduled Work Day	17.1
Military Leave	16.4
County Overtime	7.1
FLSA Overtime	N/A
Sick Leave Hours Taken	14
Vacation Hours Taken	13
CNA Weekend Shift Bonus	10.2
CNA Weekend Only Shift 1	Attachment M
CNA Weekend Only Shift 2	Attachment M
CNA Nurse Representatives	4
Sabbatical Leave	13.4
Health Services Education Hours	31
Shift Differential Pay @ 12%	10.1
Shift Differential Pay @ 15%	10.1
Code Gray @ 10%	56
Negotiations Time Off	4.2

2) Applicable to only those Permanent-Intermittent employees in the specified classification/org.

Type of Pay	MOU Section	Applicable Job Classification(s)	Applicable Assigned Org. (Org.#)
FNP Weekend Differential Hospital/Clinics	52.1	VWSB	DPT: 0540
FNP Evening Differential Hospital/Clinics	52.1	VWSB	DPT: 0540
Charge Nurse Relief	5.4	VWXD, VWXE, VWSN, VWXG, VWX5	
Detention Assignment	10.3	VWXC, VWXD, VWX2, VWX3, VWXG, VWX5	5700, 5701, 5702, 5710, 5711
ER Assignment	10.4	VWXC, VWXD, VWXE, VWX2, VWX3, VWT4, VWXG, VWX5	6383
Detention Nurse Advanced Level	Att. C	VWX4, VWXE, VWXG, VWX5	5700, 5701, 5702, 5710, 5711
Double Shift Premium	7.1	VWXC, VWXD, VWX2, VWX3, VWX4, VWXG, VWX5	

STAFF NURSE UNIT/PER DIEM ATTACHMENT

Special Pays, Benefits, and Other Items that are applicable to Staff Nurse Unit/Per Diem employees:

These sections of the MOU are applicable to Per Diem Employees:

- Section 1 Association Recognition
- Section 2 Association Security
- Section 4 Nurse Representatives
- Section 5.1-5.17 Wages
- Section 7.3 Continuous Shifts
- Section 7.4 Per Diem Overtime Pay
- Section 8 Call-Back Time
- Section 9 On-Call Duty
- Section 10.5 Per Diem Differentials (Including Detention Facility Differential, Code Grey)
- Section 12.10 Per Diem Holiday Pay and Holiday Meal
- Section 24 Grievance Procedure
- Section 25 Compensation Complaints
- Section 27 No Strike
- Section 32 Classification
- Section 33 Safety
- Section 34 Mileage
- Section 35 Pay Warrant Errors
- Section 37 Joint Association/Management Meeting
- Section 39 Notice of Hires and Separations
- Section 41 Personnel Files
- Section 49 Staff Nurse Unit/Per Diem Employees
- Section 53 Health Examination
- Section 54 Floating
- Section 58 Adoption
- Section 59.1 Scope of Agreement
- Section 59.2 Separability of Provisions
- Section 62 Conscious Sedation
- Section 65 Duration of Agreement

If a special pay, benefit, or other item that is described in this MOU does not specifically reference per diem employees or the special pay, benefit, or other item is not included in this Attachment, then the special pay, benefit, or other item does not apply to per diem employees.

ATTACHMENT J

October 1, 2005

Dan Lawson
Labor Representative
California Nurses Association
2000 Franklin Street
Oakland, CA 94612

RE: ACUITY BASED STAFFING

Dear Mr. Lawson:

This is to confirm agreement reached regarding acuity based staffing.

Contra Costa Regional Medical Center will continue its current practice of staffing based on an acuity system, in conformance with accreditation and licensure requirements of JCAHO and Title XXII.

A staffing manual describing the acuity system will be maintained on each nursing unit and in nursing administration.

A joint committee will be convened for the purpose of establishing an annual review module of the patient classification system. The committee shall be composed of equal numbers of labor and management designated representatives who have been assigned responsibility for acuity and staffing decisions. The Charge Nurse for each unit/shift or designee will serve as the expert resource to other staff on issues relating to the acuity system.

Problems or concerns about the acuity system should be referred to the Professional Performance Committee (PPC), as provided for in Section 35. The Director of Nursing or designee will meet with the PPC upon request at a mutually agreeable time to discuss issues related to patient care and nursing practice.

Hours of the charge nurses that are not available for patient care shall not be counted in the hours per patient shift.

If this confirms to your understanding, please indicate your agreement by signing in the space provided below.

Sincerely,

Shelley Pighin
HSD Personnel Officer

Confirmed

Dan Lawson
Labor Representative, CNA

Date

3/17/2006

Cynthia Hellmuth

Diane Daughter

Howard Stier FMP

3-17

ATTACHMENT K

William B. Walker, M. D.
Health Services Director

PERSONNEL SERVICES
597 Center Avenue, Suite 260
Martinez, California
94553-4669
Ph (925) 313-6600
Fax (925) 313-6627

September 18, 1999

Francisco Ugarte
California Nurses Association
8393 Capwell Drive #200
Oakland, CA 94621

RE: PERMENANT INTERMITTENT AND PART-TIME REGISTERED NURSES AND FAMILY NURSE PRACTITIONERS

Dear Mr. Ugarte

This is to confirm agreement reached regarding increase in hours for Registered Nurses and Family Nurse Practitioners.

Permanent intermittent and permanent part-time employees of the Hospital and Clinics Division who wish to have the hours of their positions increased up to a maximum of full-time must so request in writing during a thirty (30) day period beginning as follows: December 1, 1999, April 1, 2000, October 1, 2000, April 1, 2001, October 1, 2001 and April 1, 2002.

Hospital and Clinic Administration will evaluate those requests within thirty (30) days of the application deadline by considering the actual work hours of the employee over the past six months and the anticipated need for their assignment on an increased basis. Those which are approved will be submitted for consideration by the County as a P-300 request within an additional sixty (60) days.

If this conforms to your understanding, please indicate your agreement by signing in the space provided below.

Sincerely,

Lee Ann Adams
Health Services Department Personnel Services Officer

Confirmed

9/19/99

Francisco Ugarte
Labor Representative, CNA

PUBLIC HEALTH NURSE EXPANDED ROLES

Positions previously described as “special assignments” that are more than twenty (20) hours per week shall be treated as positions that shall be bid as defined in the MOU and will have a written job assignment. The process of bidding these positions will go into effect when the current nurses in those roles leave their position(s).

The Expanded Role is an additional duty within a specific Public Health Nurse (PHN) pool that is not performed by all PHNs in that pool, and is less than twenty (20) hours per week. The current Expanded Roles at the time of this agreement are:

- Concord Health Center Building 2 – primary care mental health focus (CHC2)
- Lead program
- George Miller Wellness liaison
- Willow Pass Wellness liaison
- Crossroads High School PHN
- Richmond High School PHN

Expanded Roles for PHNs will be filled using the following process:

1. Management (the Public Health Nurse Program Manager for the specific PHN pool) shall email all PHNs within said PHN pool notifying them of the Expanded Roles. Said email shall include a written description of the anticipated Expanded Role tasks and expectations of the role.

2. PHNs shall notify management via email of their interest.

3. The timeline for responding and expressing interest in an Expanded Role shall be five (5) business days from the date of the email.

4. PHNs, who can demonstrate they were not working during the entirety of the notification and application process, shall be able to apply for up to five (5) business days after the application deadline.

5. Management (the PHN Program Manager from the specific PHN Pool) shall interview all volunteers, and may select a candidate.

6. If no PHN volunteers, a PHN who has completed their probationary period may be assigned according to inverse seniority. The County may also choose to not fill the Expanded Role.

7. Management (Public Health Nurse Program Manager) shall not solicit, encourage, or otherwise recruit PHNs to apply. This includes implications of negative impact for not volunteering.

PUBLIC HEALTH NURSE EXPANDED ROLES

a. Public Health Nurses, who feel Management is engaging in these prohibited activities, may report this to the assigned personnel analyst for Public Health Nursing in Health Services Personnel (HSP).

b. Health Services Personnel (Personnel) will suspend the process for filling an Expanded Role, if such an allegation is made, and conduct an investigation. Personnel shall notify PHNs and the CNA representative in writing that the process has been suspended. Personnel shall notify PHN's in writing of the outcome of the investigation, and the resumption of the process to fill said Expanded Role.

8. If a PHN wishes to exit from an Expanded Role, the PHN will email the PHN Program Manager supervising that Expanded Role. The parties agree that an exit date shall not exceed sixty (60) calendar days.

All other PHNs, who are currently in Expanded Roles, shall remain performing these duties.

ATTACHMENT M

Health Services Department
Personnel Services
OFFICE OF THE DIRECTOR

Administrative Offices
597 Center Avenue, Suite 250
Martinez, California 94553-2658
(510) 313-6600

August 21, 1996

Joe Lindsey, Labor Representative
California Nurses Association
393 Capwell Drive #200
Oakland, CA 94621

RE: AGREEMENTS REACHED DURING 1995/96 NEGOTIATIONS

This letter will confirm our agreement reached during 1995/1996 Negotiations regarding CNA Proposal 19 - Patient Care:

Part 2: Assignment Despite Objection (TA July 1, 1996)

A. The PPC committee will be provided a copy of the draft ADO response form in order to submit any suggested additions/changes to the Director of Nursing.
B. The department will respond to an employee within 14 days of filing an ADO.
C. A copy of the response shall be provided to the PPC chair.

Part 1: Orientation (TA July 30, 1996)

There will be a minimum of two (2) full shifts of orientation with a designated preceptor when a nurse is assigned to a new unit on a permanent basis. A nurse who is being oriented will not be included in core staffing for the unit.

If this conforms to your understanding, please indicate your agreement by signing in the space provided below.

Sincerely,

Roger L. Wong,
Health Services Personnel Officer

Confirmed:

Joe Lindsey, Labor Representative
California Nurses Association

A410 (12/90)

ATTACHMENT N

November 11, 1999

Mr. Francisco Ugarte, Labor Representative
California Nurses' Association
2000 Franklin Street
Oakland, CA 94621

RE: LETTER OF UNDERSTANDING - MANDATORY OVERTIME POLICY FOR CONTRA COSTA REGIONAL MEDICAL CENTER IN-PATIENT RN'S

Dear Mr. Ugarte:

This is to confirm that the use of mandatory overtime will be limited to those emergency staffing situations that involve local, state, or federally designated disasters/emergencies or emergency high census and/or high acuity. Emergency high census and/or high acuity means those situations where patients need to be diverted and/or transferred to another facility.

In the event emergency high census and/or high acuity exists necessitating mandatory overtime beyond a continuous twenty-four (24) hour period, CNA will be notified prior to implementation of a second twenty-four (24) hour period.

Before using mandatory overtime, the County will do the following:

- Seek volunteers from among the qualified nurses at the work site.
- Seek volunteers from among the qualified nurses who are not scheduled to work the shift in question.
- Contact nurses on the "Per Diem" list.
- Seek volunteers from among the qualified nurses who are working on other units.
- Contact the Nursing Registry for available, qualified nurses.

When mandatory overtime is implemented, it will be assigned on a rotated basis beginning with the least senior qualified nurse on duty. No nurse who is off duty and who has left the work site shall be required to work mandatory overtime. No nurse will be required to work mandatory overtime on a unit other than his/her normally assigned unit. Mandatory overtime will be limited to four (4) hours in a twenty-four (24) hour period. Nurses who

work mandatory overtime will be paid at the rate set forth in Section 7, Overtime, of the Memorandum of Understanding (MOU); however, the fifty-four dollars ($54.00) will not be prorated under these circumstances.

The County will document the use of mandatory overtime.

This side letter shall be in effect only for the duration of this MOU.

Sincerely,

Lee Ann Adams
Health Services Personnel Officer

Confirmed:

Nov 11, 97

Francisco Ugarte
CNA Labor Representative

ATTACHMENT N

COUNTY PROPOSAL
2005 County –C N A Negotiations
Presented: March 17, 2006

The County agrees to reissue Attachment N Mandatory Overtime with current titles and dates.

Date: 3/17/06

FOR THE COUNTY:

FOR THE C N A:

Revised Side letter on Overtime at the Detention Facility
2005 County-C N A Negotiations
February 17, 2006

February 17, 2006

Dan Lawson, Labor Representative
California Nurses' Association
200 Franklin Street
Oakland, CA 94621

RE: LETTER OF UNDERSTANDING –MANDATORY OVERTIME POLICY FOR CONTRA COSTA COUNTY DETENTION FACILITIES

Dear Mr. Lawson:

This is to confirm that Contra Costa Health Services agrees that the use of mandatory overtime should be limited. We recognize the impact of the overtime on staff and agree to attempt to reduce the amount of overtime incurred at the Detention facilities. To that end, we will attempt to establish a larger Per Diem pool, and will include Detention in the on-call study for the feasibility of a PM or Day shift call schedule. A Per Diem pool will be established and cleared to work in Detention within the next six to nine months. Detention Facilities Management or designee will be responsible for staffing at the Detention Facilities.

Before mandatory overtime is implemented, the County will do the following:

- Seek volunteers from among the qualified nurses at the work site
- Seek volunteers from among the qualified nurses who are not scheduled to work the shift in question
- Contact nurses on the "Per Diem" list
- Contact the Nursing Registry for available, qualified nurses.

When mandatory overtime is implemented it will be assigned on a rotated basis. No nurse who is off duty and who has left the work site shall be required to work mandatory overtime. No nurse will be required to work mandatory overtime at a Detention facility other than his/her regularly assigned facility. Mandatory overtime will be limited to 8 hours in a 24-hour period. Nurses who work mandatory overtime will be paid at the rate set forth in Section 7, Overtime, of the Memorandum of Understanding (MOU).

Revised Side letter on Overtime at the Detention Facility
2005 County-C N A Negotiations
February 17, 2006

Representatives from the Health Services Department and the California Nurses Association agree to schedule meetings within 60 days of the ratification of this MOU to discuss the establishment of 12 hour and 12 hour weekend only positions. Establishment of such positions will be subject to agreement of the parties.

Sincerely,

Shelley Pighin
Health Services Personnel Officer

Confirmed:

Dan Lawson
C N A Labor Representative

Date: 3-17-06

FOR THE COUNTY:

Cynthia Hellmuth

FOR C N A:

ATTACHMENT P

TA
1-18-

COUNTY COUNTER PROPOSAL to C N A NO. 10
2005 County –C N A Negotiations
Presented: January 18, 2006

Attachment: M Side letter re: Weekends Only Schedules

Contra Costa Regional Medical Center agrees to establish weekend only nurse shifts consisting of two (2) twelve-hour shifts at straight time working between 7 a.m. Saturday and 7:30 a.m. Monday. The first shift will begin at 7:00 a.m. and end at 7:30 p.m. The second shift will begin at 7:00 p.m. and end at 7:30 a.m.

- All hours worked during the first shift shall be paid at straight time plus an eight percent (8%) differential, inclusive of shift differential;
- All hours worked during the second shift shall be paid at straight time plus a twenty percent (20%) differential, inclusive of shift differential;
- All benefits will be based on the number of position hours;
- Employees assigned to this schedule are required to work forty-six (46) out of fifty-two (52) weekends;
- Employees who work in excess of twelve (12) hours in a twenty-four (24) hour day or in excess of forty (40) hours in a week shall be paid at a rate of one and one-half of their straight-time hourly pay.

In addition, Representatives from Health Services and the California Nurses Association agree to schedule meetings within sixty (60) days of the ratification of the MOU to discuss establishment of other weekend only arrangements and compensation.

This agreement is subject to review six (6) months prior to expiration of this MOU to determine if it should be continued, modified or eliminated. Notwithstanding this agreement, the employee reserves the right to eliminate one or both twelve-hour shifts based on adverse impact on finances or operations. Employer reserves the right to determine the number and location of weekend shifts, and the necessity of twenty-four (24) hour coverage without staffing overlap.

Date: 1/18/06

FOR THE COUNTY:

FOR THE C N A:

Tentative Agreement 5/11/12

ATTACHMENT Q

CONTRA COSTA REGIONAL MEDICAL CENTER
CONTRA COSTA HEALTH CENTERS

Policy #3.08

O.K. FK. R ED

5/11/12

Deborah Kal 5/11/12
Dorothy McCollum 5/11/12

FLOATING

I. PURPOSE

Nursing management at Contra Costa Regional Medical Center is committed to providing safe, quality, and cost efficient care to our clients. We are committed to providing our staff with opportunities for growth and job satisfaction. Demonstrated competence within clinical cluster units and the definition of basic nursing care are mechanisms to provide safe, quality, and cost efficient care to our patients.

II. REFERENCES

Nursing Administration Policy, 3.05 Assignment of Nursing Staff to Patient Care
Nursing Administration Policy, 3.11 Patient Centered Classification System
Title 16, Business and Professions Code
Nurse Practice Act, Section 2725 (http://www.rn.ca.gov/pdfs/regulations/npr-b-21.pdf)
California Code of Regulations, Section 1443.5

III. POLICY

Nursing staff (Registered Nurses, Licensed Vocational Nurses, Licensed Psychiatric Technicians, and Certified Nursing Assistants are required to float in order to provide safe patient care.

IV. PROCEDURE

Note: Patient care needs will come first regardless of float order upon the discretion of the Nurse Program Manager and/or the Nursing Shift Coordinator.

1. Registered Nurses, Licensed Vocational Nurses, Licensed Psychiatric Technicians, and Certified Nursing Assistants are required to float. Charge Nurses and/or Relief Charge Nurses are exempt from floating. In an unanticipated emergency situation which threatens safe patient care delivery, the Charge Nurse and/or Relief Charge Nurse may be floated upon the discretion of the Nurse Program Manager (NPM) and/or Nursing Shift Coordinator (NSC).

2. The NPM will provide the Staffing Services with documentation of staff who have received orientation and/or competency training, if required, in a specific unit. This information will be entered into the Staffing and Scheduling System.

3. The NPM and/or NSC, and the Charge Nurse will collaboratively assess the needs of the unit in determination of staff to float. The Charge Nurse will assign the staff for float. The Staffing Services will indicate the following information on the staffing sheet:
   - Unit from which the nurse will float
   - Unit to which the nurse will float to, and
   - Classification of staff member to be floated.

4. Floating will be determined in the following order:
   a. Volunteers (also outside their clinical clusters)
   b. Registry/Travelers
      Note: Day registries are booked specifically for a unit & shift thus usually do not float.
   c. Per Diem
   d. Beginning Level RN/new grad per diem to remain in hired unit for first 6 months of hire after which they will float on rotational basis. Experienced or Advanced Level RN to remain in hired unit for first 90 days of hire after which they will float on a rotational basis.
   e. 10 years (and under) seniority, as a permanent employee in the bargaining unit, on a rotating basis
   f. Over 10 years seniority, but less than 20 years, as a permanent employee in the bargaining unit, on a rotating basis.
   g. More than 20 years seniority, as a permanent employee in the bargaining unit, on a rotating basis

5. Clinical Clusters:

UNITs	STAFFED TO CORE/RATIO	"FLOAT CLUSTERS"
Float to.....	Hospital	
GASTRO INTESTINAL SERVICES (GI)	CORE	PACU SPECIAL PROCEDURE
POST ANESTHESIA CARE UNIT (PACU)	CORE	OR GI SPECIAL PROCEDURE
OPERATING ROOM (OR)	CORE	L&D assist with C-SECTIONS
EMERGENCY DEPT. (ED)	CORE	CCU
3E – Intermediate Care Unit (IMCU)	RATIO 1:3	CCU PACU ED GI 4A *BASIC ASSIGNMENT*
3D – Critical Care Unit (CCU)	RATIO 1:2	IMCU PACU ED GI 4A *BASIC ASSIGNMENT*
PSYCHCIATRIC EMERGENCY SERVICE (PES)	CORE	4C – IN PATIENT PSYCHIATRIC UNIT
4A – TELEMETRY	RATIO 1:4	4B 5D IMCU PRE-OP
4B – MEDICAL	RATIO 1:5	5D 5C 4A IMCU
4C – IN PATIENT PSYCHIATRIC UNIT	RATIO 1:6	PES
LABOR &DELIVERY (L&D	CORE	NURSERY 5C
NURSERY	RATIO	5C L&D
5C – POSPARTUM	RATIO 1:4 MB	L&D NURSERY
5D – 5DP SURGICAL	RATIO 1:5	4B 5C PACU 4A IMCU
DETENTION JUVENILE SVCS		JUVENILE HALL ORIN ALLEN YOUTH REHAB FACILITY
DETENTION ADULT SVCS		Mtz Det Fac. W.County Det. Fac. Marsh Creek Det. Fac.
	OTHER STAFF	
PER-DIEM/PART TIME TEMPS RN'S	N/A	PER UNITS FLOAT CLUSTER RN IS ASSIGNED TO AND/OR VOLUNTARY BASIS AFTER COMPETENCY/ORIENTATION MET
REGISTERY/AGENCY/ TRAVELER RN'S	N/A	PER UNITS FLOAT CLUSTER RN IS ASSIGNED TO AND/OR VOLUNTARY BASIS AFTER COMPETENCY/ORIENTATION MET

Nursing staff may float out of their unit (except into 4C & PES) for the 1:1/2:1 close observation assignment.

- **Sister Units** are defined as units in which staff are oriented on hire and are indicated in the shaded areas above. Staff floating to a sister unit will be given an assignment, with consideration of the skill set needed for safe patient care.
- **Cluster Unit** indicate where staff are oriented and will be given a team (or shared) assignment in collaboration with a regular nurse from that unit. To give full assignment, the staff must have completed competency training.
- **Basic Assignments** are given in the event when the staff has not been oriented to that specific unit. Their assignments will be given in collaboration with a regular nurse from that unit. (See unit specific basic assignment – Attachment A)

The Charge Nurse and/or Relief Charge Nurse is responsible for assigning a regular nurse from that unit as a resource to the staff floating in order to assist, support safe patient care. The Charge nurse may request the information of competency and or orientation of the float staff member from the NPM and or the NSC.

6. Hospital nursing staff will not be cancelled if needed in another area in which there are basic nursing care assignments to be carried out.

7. A staff member floated for a 1:1 or 2:1 close observation assignment will receive orientation checklist. (See attachment B)

8. Staff with orientation who have not floated within six months and staff with competency training who have not floated within one year will complete same shift unit specific orientation. The checklist will be given to the NPM and/or NSC. (See attachment C – Unit Specific Checklist)

9. Float orientation checklist must be completed and given to the NPM of the unit and/or the NSC for that shift. (See attachment D)

10. Float competency checklist must be completed and given to the NPM of the unit and/or the NSC for that shift. (See attachment E)

V. AUTHORITY/RESPONSIBILITY

Nursing Program Managers, Nursing Shift Coordinators, Directors of Nursing Operations, Chief Nursing Officer

VI. FORMS USED

Unit Specific Orientation Checklist
Close Observation Orientation Checklist
Float Log
Unit Specific Orientation Checklist

VII. RESPONSIBLE STAFF PERSON

NPM, NSC

Professional Practice Committee Review:
6/08

REVISED: 4/92; 4/95; 1/98; 2/01; 5/01; 7/03; 2/04; 4/04; 2/05; 1/06; 6/06; 6/08; 4/10; 5/9/12

ATTACHMENT R

SIDE LETTER

Operating Room (OR) and

Post Anesthesia Care Unit (PACU)

On-Call Agreement

5/11/12.

This side letter is by and between California Nurses Association ("CNA") and the County of Contra Costa ("County") and will be effective only after it is approved by the Board of Supervisors.

1. **County will offer on-call assignments in the Operating Room ("OR") Unit and in Post Anesthesia Care Unit (PACU) the to all permanent CNA nurses in these units based on unit seniority.**

2. **Starting with the nurse with the most unit seniority, each nurse will select his/her preferred two (2) shifts on the first rotation, two (2) shifts on the second rotation, one (1) shift on the third rotation, and one (1) shift on each rotation thereafter, until all shifts are covered.**

3. **During each rotation, each nurse may select only one weekend shift at a time.**

4. **If all shifts are not filled, and an involuntary assignment is necessary, the involuntary assignments will be made from the unit on a reverse seniority basis.**

5. **Unless authorized by the Nurse Program Manager ("NPM"), no nurse may be scheduled to work two consecutive on-call shifts (e.g., no 16 hours of on-call shifts during weekends and/or holidays).**

6. When a nurse needs to cancel a previously scheduled on-call shift, the nurse must contact the NPM at least 72 hours in advance. The NPM will make every effort ~~attempt~~ to find the nurse another on-call shift to replace for the cancelled on-call shift, but a replacement on-call shift is not guaranteed. When the new scheduling system is automated, the replacement shift will be scheduled by seniority.

7. For unplanned absences between 5:00 p.m. and 8:00 a.m. Monday through Friday and anytime on weekends and holidays, the nurse must call the Staffing Services Office at least two hours prior to the start of the on-call shift. **It is the Nursing Shift Coordinator's ("NSC") responsibility to find coverage for the on-call shift.**

8. **The nurse is only responsible for his/her on-call assignment. The NPM and the NSC are responsible for finding replacements for the uncovered shifts.**

9. **The staff will sign up for their rotation shifts by the due date assigned.**

Date: 5/11/12

Contra Costa County:	**California Nurses Association (CNA):**
(Signature / Printed Name)	*(Signature / Printed Name)*
/ Diana Doughtie	/ Jody Schneider
/ Ted Cwick	/ Kathleen Avila
/ Deborah Kal	/ Anthony Pizzo
/ Keun Powell	/ ERICA HOFFE
/ JASPREET SENERAL	/ Jerry Fillingim
/ Dorette McCollum	/ Farina Khan
/	/
/	/
/	/

ATTACHMENT S

Contra Costa County

Human Resources Department

Administration Building
651 Pine Street, Third Floor
Martinez, CA 94553-1292
(925) 335-1770

Ted J. Cwiek
Assistant County Administrator
Director of Human Resources

May 11, 2012

Jerry Fillingim
CNA Labor Representative
2000 Franklin Street
Oakland, CA 94612

RE: Automated Time Keeping – Payroll Increments of Reporting Time

Dear Jerry:

The parties commenced bargaining on or about March 9, 2012. On March 29, 2012, Contra Costa County (County) and the California Nurses Association (CNA) signed a tentative agreement stating that the Association will meet and confer with the County regarding implementation of an Automated Timekeeping System for all County employees. Over at least twelve meetings, the parties have engaged in numerous discussions about issues related to the implementation of an Automated Timekeeping System, including some issues that may require changes and/or additions to the Reporting of Time.

Both the County and CNA have acknowledged that there are payroll code practices that have not been consistent with the language of the MOU. This letter is to memorialize the discussions about this issue and the mutual acknowledgement of the County and CNA that the County plans to comply with the current MOU language and record overtime that is worked in six (6) minute increments beginning on June 1, 2012. CNA has asked for clarification of what this would mean with regard to various time sequences. In response, please see the enclosed document for that clarifying information.

Tentative Agreement
5/11/12

OK.
KA

If you have any questions, you may contact me at (925) 335-1770.

Sincerely,

Ted Cwiek
Director of Human Resources

Attachment

cc: Robert Campbell, Auditor-Controller
Elizabeth Verigin, Auditor-Controller
Dorette McCollumn, Heath Services
Deborah Kal, Human Resources

ATTACHMENT T

Contra Costa County

#7

10:59 am

Human Resources Department

Administration Building
651 Pine Street, Third Floor
Martinez, CA 94553-1292
(925) 335-1770

Ted J. Cwiek
Assistant County Administrator
Director of Human Resources

May 11, 2012

Jerry Fillingim
CNA Labor Representative
2000 Franklin Street
Oakland, CA 94612

RE: Automated Time Keeping – Payroll Codes and Practices

Dear Jerry:

The parties commenced bargaining for a successor MOU on or about March 9, 2012. The parties have met and conferred over wages, hours, and other terms and conditions of employment in at least twelve meetings and have engaged in numerous discussions about several issues related to the implementation of an Automated Timekeeping System. Two issues related to the Automated Timekeeping System that have been discussed are the issues of On Call/Call Back pay and Overtime pay.

As you know, Section 8.1 of the MOU states, in part, that call-back pay applies to an "employee who is *called back* to duty". However, it was recently discovered that there have been instances where employees who had not yet left the facility but were held over to work overtime had their overtime coded as "Call Back Pay". This is to confirm that the parties have acknowledged that this coding is not a proper application of Section 8.1 and that beginning on June 1, 2012, such overtime will be coded as "overtime" and not as "Call Back Pay."

In addition, Section 7 of the MOU states that "Overtime is any authorized work performed in excess of forty (40) hours per week or eight (8) hours per day." In the process of collecting information for the implementation of the Automated Timekeeping System, it was discovered that some employees had received overtime pay when they had not actually "performed" work for eight (8) hours in a given day or forty (40) hours in a work week, because leave accruals used by those employees had been counted towards the 8 hour day and/or the 40 hour work week prerequisites. This is to confirm that the parties have acknowledged that Section 7 of the MOU specifies that overtime is based on hours worked and that beginning on June 1, 2012, only time actually worked,

not including leave accruals, will be counted to determine employee eligibility for overtime pay.

If you have any questions, you may contact me at (925) 335-1770.

Sincerely,

Ted Cwiek
Director of Human Resources

cc: Robert Campbell, Auditor-Controller
Elizabeth Verigin, Auditor-Controller
Dorette McCollumn, Heath Services
Deborah Kal, Human Resources

#3 County Handout 4:47 pm

ATTACHMENT U

WILLIAM B. WALKER, M.D.
HEALTH SERVICES DIRECTOR

ANNA M. ROTH
CHIEF EXECUTIVE OFFICER
CONTRA COSTA REGIONAL MEDICAL CENTER

CONTRA COSTA REGIONAL MEDICAL CENTER
2500 Alhambra Avenue
Martinez, California 94553-3191
Ph (925) 370-5000

May 2, 2012

Jerry Fillingim, Business Representative
California Nurses Association
20000 Franklin Street, Suite 300
Oakland, CA 94612

Dear Mr. Fillingim:

This letter confirms certain understandings reached during negotiations between Contra Costa County (County) and the California Nurses Association (CNA) relating to various operational issues.

Infectious Disease Control and Pandemic Plan

Upon request of the Professional Performance Committee (PPC), the Chief Nursing Officer along with appropriate staff will attend a meeting with the PPC to discuss the Contra Costa Health Services plan for Communicable Illness and Disease Training. After such meeting, the Chief Nursing Officer, at the request of CNA, will meet with CNA to discuss recommendations from CNA for improvements to the plan.

Safety Training for Clinic Staff

Upon request of the CNA, or nursing staff, the Safety Officer or designee for the Contra Costa Regional Medical Center will meet with nursing staff to review safety concerns for individual work sites. Nursing Staff will be notified of available training for development of skills in de-escalation of potentially hostile or difficult interaction with patients or the public.

Parking for On-Call Nurses

Employees represented by CNA who serve in On-Call capacity and who return to work after the main reception is closed, will receive a notice instructing them where these employees may find available parking spaces closer to the building.

Sincerely,

Jaspreet Benepal
Chief Nursing Officer

Cc: Ted Cwiek, Assistant County Administrator/
Director of Human Resources

William B. Walker, M.D.
Health Services Director
Dorette McCollumn
Personnel Officer

ATTACHMENT V

PERSONNEL SERVICES
1320 Arnold Drive Ste. 261
Martinez, California
94553-4359
Ph (925) 957-5240
Fax (925) 957-5260

May 8, 2013

Jerry Fillingim
Labor Representative
California Nurses Association
2000 Franklin Street
Oakland, CA 94612

Subject: Per Diem Nurses Call-Off Notice

Dear Mr. Fillingim:

Per diem nurses shall receive call-off notice as soon as possible after it is known that their services are not needed, with a good faith effort to call-off prior to one hour.

When per diem nurses confirm that they are needed and arrive, good faith effort will be made to have them work in another area of need commiserate with their skills and competencies.

Sincerely,

Jaspreet Benepal, RN
Chief Nursing Officer

cc:

TA 5/10/13

CALIFORNIA NURSES ASSOCIATION

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