Amendment to the Memorandum of Understanding (MOU) between San Joaquin County (County) and the California Nurses Association (CNA)

Subject to adoption by the Board of Supervisors, the County and CNA agree to modify the below provisions of the MOU for the Registered Nurses bargaining unit as follows:

1) **Duration**

The current MOU scheduled to expire on April 30, 2023, shall be extended through April 30, 2024.

2) **4.1 Salaries**

a. Effective the first pay period in November 2022, employees in this unit shall receive a 5.0% increase to base salary.

b. Effective the first pay period in January 2024, employees in this unit shall receive a 3.5% increase to base salary.

Except for the modifications contained herein, the terms of the current MOU remain unchanged through April 30, 2024.

CNA

Date: October 11, 2022

By: _____
Representative

SAN JOAQUIN COUNTY

Date: October 11, 2022

By: _____
Brandi Hopkins
Director, Human Resources

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Registered Nurses MOU

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A-21-77

MEMORANDUM OF UNDERSTANDING
- - - - -
REGISTERED NURSES BARGAINING UNIT

PREAMBLE

This Memorandum of Understanding, hereinafter referred to as "Memorandum," is made by and between the County of San Joaquin and the California Nurses Association, hereinafter referred to as "CNA" or "Association," representing employees who are members of the Registered Nurses bargaining unit (Unit “M”). This unit shall consist of all non-management nurses who are required to have a registered nurse or registered nurse advanced practice license as a condition of employment. This Memorandum of Understanding constitutes the result of meeting and conferring in good faith pursuant to the California Government Code and the San Joaquin County Employer-Employee Relations Policy.

The classifications in this bargaining unit are identified in Appendix A.

DURATION

Upon ratification by the Board of Supervisors, this agreement shall be in effect from April 20, 2021, through April 30, 2023. The term of this agreement may be extended by the mutual agreement of the negotiating teams for the parties on a month-to- month basis to complete negotiations on a successor agreement.

1 EMPLOYER-EMPLOYEE RIGHTS AND RESPONSIBILITIES

1.1 Management Rights

CNA and the County of San Joaquin recognize that it is the exclusive right of the County except as may be provided otherwise by Civil Service Rules, this Memorandum of Understanding, or the Employer-Employee Relations Policy to make all decisions of a managerial or administrative character, including but not limited to:

(a) Hire, promote, transfer, assign, classify positions, retain employees, and to suspend, demote, discharge or take disciplinary action against employees.

(b) Layoff or demote employees from duties because of lack of funds, in the interest of economy, or other legitimate reasons.

(c) Determine the policies, standards, procedures, methods, means and personnel by which County operations are to be conducted.

(d) Take whatever actions may be necessary to carry out the mission of the County in situations of emergency.

(e) Nothing in this Memorandum shall be construed to interfere with the County's right to

manage its operations in the most economical and efficient manner consistent with the best interests of all the citizens of San Joaquin County.

1.2 Labor - Management Committees

The County and CNA shall establish committees comprised of labor and management representatives to deal with specific areas of concern as specified by separate letter.

1.3 Employees' Rights - Employer-Employee Relations

CNA and the County of San Joaquin recognize that each employee shall have the following rights which he/she may exercise in accordance with this Memorandum, Employer-Employee Relations Policy, applicable law, ordinances and rules and regulations:

(a) The right to form, join, and participate in the activities of any labor organization of his/her own choosing for the purpose of representation on all matters within the scope of representation.

(b) The right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of the County, other employees or employee organizations, with respect to his/her membership or non-membership in any employee organization or with respect to any lawful activity.

(c) The right to refuse to join or participate in the activities of any employee organization.

(d) The right to represent himself/herself individually in his/her employee relations with the County.

The Association or any employee or group of employees who has a complaint regarding the exercise of rights under this provision may file charges in writing with the Board of Supervisors and serve the charged party in accordance with Section 13 of the Employer-Employee Relations Policy.

1.3.1 CNA Right in Event of Merger, Sale, Affiliation

In the event that any County department, unit, or section, including San Joaquin General Hospital (Hospital), participates in an affiliation, merger, partnership or any variation thereof, the County and CNA, upon request of either party, shall meet and confer on all bargainable issues arising therefrom.

1.4 Discrimination in Employment Prohibited

No employee, or applicant for employment, shall be discriminated against in any aspect of employment because of race, color, creed, political affiliation or belief, sex, sexual orientation, disability, medical condition, age, religion, ancestry, marital status, or national origin.

Any employee, who believes he or she has been harassed or discriminated against because

of any of the above reasons, may bring the matter to the attention of the supervisor or may consult with his or her departmental Equal Employment Opportunity Coordinator. The initial contact should be made as soon as possible, but no later than 60 days after the employee should reasonably have been aware of the alleged act of discrimination or harassment occurred.

The Department Equal Employment Opportunity Coordinator shall process the complaint in accordance with Civil Service Rule 20, Section 3. Informal Complaint Process.

San Joaquin County shall comply with the provisions of the Americans With Disabilities Act (ADA). Individuals requesting reasonable accommodation under the ADA, shall make a request in writing to their supervisor or manager. The request shall identify the requested accommodation. The manager or supervisor shall meet with the employee to provide any documentation or verification in compliance with the ADA. The employee may request that any such documentation which discloses employee medical information be provided to Human Resources. The manager or supervisor shall respond to the written request in writing within 10 days of receipt of supplemental materials. Human Resources shall be consulted if any dispute arises in regard to an ADA accommodation.

1.5 CNA Rights

CNA shall have the following rights:

(a) Representation: Upon request, to meet and confer in good faith with appropriate levels of County management regarding matters within the scope of representation.

(b) Advance Notice: Except in cases of emergency, CNA shall be given reasonable advance written notice of any ordinance, resolution, rule or regulation, proposal or other action directly relating to matters within the scope of representation proposed to be adopted by the County and shall be given the opportunity to meet and confer in good faith with management prior to its adoption. Written notice will customarily be provided by furnishing CNA with advance copies of the agenda of the Board of Supervisors and Civil Service Commission meetings.

In cases of emergency when County management determines that an ordinance, resolution, rule or regulation must be adopted immediately without prior notice or negotiations with CNA, County management shall provide such notice and opportunity to negotiate at the earliest practicable time following the adoption of such ordinance, resolution, rule or regulation, proposal, or other action.

(c) Representatives - Meeting Attendance: CNA may have a reasonable number of employees who serve as official representatives released from work without loss of compensation when meeting and conferring with management representatives where matters within the scope of representation are being considered. CNA shall submit a request for such release and shall include therewith a listing of such employees including their titles and departments to the management representative and departments concerned in advance of the meeting. The use of County time for this purpose shall not

be excessive, nor shall it unreasonably interfere with the performance of County services as determined by the County. The reasonableness of the number of such employees shall be the subject of negotiation. Requested release time pursuant to this section is not synonymous with and not subject to conditions set forth in Article 1.5 (i) Association Leave of Absence.

(d) Representative's Access to Employees:

(1) Authorized representatives of CNA shall be allowed reasonable access to employees of the unit at their work locations during the working hours of the employees concerned for the purpose of discussing matters within the scope of representation, including but not limited to the processing of grievances and complaints and distributing materials and information provided that the work of the employee and the service to the public are not unduly impaired. The authorized representative shall give advance notice to the department head when contacting departmental employees during their duty period.

(2) Reasonable solicitation for membership or other internal CNA business or campaigning shall be conducted only during the non-duty hours of all employees concerned, so long as normal work functions of County are not interfered with.

(3) New Employee Orientations: CNA representatives shall be allocated time, not to exceed thirty (30) minutes, to participate in each general orientation program for new Registered Nurses covered by this agreement. The CNA representative participating in the orientation may be the staff labor representative or a bargaining unit member designated by CNA to participate in the orientation.

(a) The County will provide the CNA representative with New Employee Orientation schedules, subject to change with a ten (10) day notice, on an annual basis, and any updates as they occur. The County shall provide dates times, and locations of all sessions wherein any new bargaining unit members are planned to attend.

(b) The County will provide a separate and appropriate area for CNA to meet with the new bargaining unit members if available.

(c) In the event that audio visual equipment is available and being utilized by the County for the presentation of orientation information, CNA shall be provided reasonable access to such equipment.

(d) The County will provide the current CNA Representative a roster (subject to change) of the individuals scheduled to attend an orientation session at least two (2) business days prior to the session.

(e) If CNA designates a Nurse Representative to meet with new employees, the Nurse Representative's time will be paid and the Nurse Representative will be

released from work for the time needed to meet with the employees, provided that the Nurse Representative gives his/her supervisor sufficient advance notice. Requested release time pursuant to this section is not synonymous with and not subject to conditions set forth in Article 1.5 (i) Association Leave of Absence.

(f) CNA's place on the agenda will be the thirty (30) minutes at the end of the first day of orientation.

(e) Nurse Representatives: The County authorizes up to thirteen (13) CNA designated Nurse Representatives (NRs) for San Joaquin General Hospital and one (1) nurse representative for every ten nurses in all other areas of the bargaining unit who may assist nurses covered by this Agreement in resolving complaints and grievances at the lowest possible administrative level of review. Nurse Representatives will be authorized up to three hours release time per case at the 1st and 2nd levels of the grievance and complaint process. Nurse Representatives also may be present during "right to representation" discussions, and may then represent nurses using no more that three hours per case.

A request for release time for the purposes outlined above shall be made prior to taking the release time. Such a request shall not be unreasonably denied.

CNA shall provide a current list of designated NRs to Human Resources at the beginning of each calendar year and whenever there is a change in the list of NRs. The list shall show the nurse's name, classification, department, work locations and normal area to be covered. No NR shall be recognized as such by the County without written authorization from CNA.

Provided CNA gives the County two weeks advance notice, the County will use its best efforts to release Nurse Representatives to attend CNA sponsored trainings. Nurses may use their holiday, vacation, educational leave or unpaid time to attend such programs.

For purposes of Memorandum of Understanding negotiations, the Association may elect up to eight (8) employees to the Nurse Bargaining Team. Each Nurse on the Bargaining Team shall be eligible to be fully compensated by the employer for the number of regularly scheduled work hours missed because of their attending negotiating meetings and mutually agreed upon caucus time. The compensation to be paid to team members by the employer for the work days missed shall include, but is not limited to, the employee's wages, differentials, supplementals, payment of health premiums, vacation and sick time accruals, seniority accruals, and any coverage for which the employee is otherwise eligible.

(f) CNA - County Facilities Use: County facilities shall be available to CNA as follows:

(1) County Buildings: CNA may be granted the use of County facilities for meetings composed of County employees within the bargaining unit provided space can be made available without interfering with County needs. CNA shall obtain the

permission of the designated County official for the use of such facilities.

(2) Bulletin Boards: CNA has the right to the reasonable use of existing bulletin board space in each building or department at a location agreed upon by CNA and the department, under the following conditions:

(a) Material shall be posted on space as designated.

(b) Posted material shall bear the name of CNA.

(c) Posted material shall not be misleading, contain any deliberate misstatements or violate any Federal, State or County laws.

(d) Material shall be neatly displayed and shall be removed when no longer timely.

(g) Employee Payroll Deductions: CNA shall have the exclusive right to payroll deduction for its members in this unit including regular dues and employee benefit program costs. Regular dues and employee benefit program costs may be deducted from the employee's individual paycheck. CNA is solely responsible for distributing to, and collecting from, employees the dues and voluntary deduction authorization forms. It is the employees' responsibility to submit requests to start or stop deductions directly to CNA and not to the County. CNA is responsible for maintaining the deduction forms from individual employees. Copies of an individual employee's deduction authorization need not be provided to the County unless a dispute arises about the existence or terms of the authorization. Questions regarding CNA membership, dues amounts, and payroll deductions must be directed to CNA and not the County.

CNA shall regularly provide the County with the names of the employees for whom dues deductions should be initiated, changed, or discontinued pursuant to this section. CNA will submit a spreadsheet in an agreed upon format to the Office of Auditor-Controller via email. Requests for dues deductions received by the Auditor-Controller by the close of business at leave five (5) business days prior to the end of the pay period will be implemented in the following pay period. CNA certifies that it will only send requests to initiate dues deductions for employees who have authorized the deductions. Except as otherwise provided in this Memorandum, payroll deductions shall be made only upon the revocable written authorization of the individual employee. Bargaining unit members who are members of CNA on or after the effective date of this Agreement who wish to withdraw from CNA membership may do so by filing a written notice with CNA in accordance with the terms of the CNA form signed by the nurse.

A continuation of CNA payroll deductions, without resigning a payroll deduction card, shall be allowed after an employee returns from a leave of absence.

CNA shall indemnify, defend, and hold the County, its officers, agents and employees harmless from and against any and all claims, demands, losses, defense costs, suits, or other action or liability of any kind or nature arising from this section, including, claims

for or related to employee authorizations, revocations, deductions made, cancelled, or changed in reliance on CNA's representation and certifications regarding employee dues deduction authorizations.

This section (1.5 g) is not subject to the complaint process, section 17 to 17.4 of this MOU.

(h) Association Security: Pursuant to the Agency Shop election conducted on June 23, 1999, the following provisions apply:

(1) Scope of Coverage: The County of San Joaquin (hereinafter known as "the County") and the California Nurses Association (hereinafter known as "CNA") have entered into an Agreement (hereinafter known as "the Agreement") for all employees in the Registered Nurse Representation Unit for which CNA is recognized as the majority bargaining agent.

(2) CNA agrees that it has a duty to provide fair and nondiscriminatory representation to all employees in the units for which this Agreement is applicable regardless of whether they are members of CNA.

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

Any communications received by the County regarding CNA 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 CNA membership to CNA.

(3) Separation from Unit: The provisions of this Agreement shall not apply during periods that an employee is separated from the representation unit but shall be reinstated upon the return of the employee to the representation unit. The term "separation" includes transfer out of the unit, layoff, and leave of absence with a duration of more than thirty (30) days.

(4) Bargaining Unit Reports: At least every thirty (30) days, the County shall furnish CNA with the following information on file within the County's Human Resources database system (currently PeopleSoft) for all employees in the bargaining unit. The last name, first name, address, employment category, classification, date of hire, social security number, employee identification number, work location, job status, home phone number, mobile phone number, work email address, home email address, and bi-weekly salary of nurses covered by this Agreement every pay period. In addition, the County Auditor-Controller's office will provide lists regarding "unit change activity; and deduction, additions and deletions" each pay period. The County shall transmit the above information

to CNA in an electronic or digital standard computer importable data file in a format agreed upon by the parties.

Notwithstanding the foregoing limited to the express purpose of the requirements of Government Code 3558 only, an employee may opt out via written request to the County (copy to CNA) to direct the County to withhold disclosure of the employee's home telephone number, personal cellular telephone number and personal email address(es).

(5) Forfeiture of Deductions: If the balance of an employee's wages, after all other involuntary and insurance premium deductions are made in any one pay period, is not sufficient to pay deductions required by this Agreement, no such deduction shall be made for that period.

(6) Financial Report: Annually, CNA shall provide the County with copies of the financial report required pursuant to the Labor Management Disclosure Act of 1959. Such report shall be available to covered employees. Failure to provide such a report within sixty (60) days after December 31 of each calendar year, shall result in the termination of all fair share fee deductions without jeopardy to any employee until said report is filed.

(i) Association Leave of Absence: Pursuant to the provisions of SB1085/Government Code 3558.8 the County shall grant an employee, upon written request of CNA, a reasonable leave of absence without loss of compensation or other benefits for the purposes of enabling employees to serve as stewards or officers of CNA. Leave may be granted on a full-time, part-time, periodic, or intermittent basis under the following procedures:

1. The CNA Representative shall submit a written request to Human Resources at least 15 business days in advance of the requested leave. The request shall include dates/duration, classification, and bargaining unit.

2. For any employee going on Association Leave of Absence, who is on a medical leave, CNA will ensure compliance with all medical restrictions.

3. CNA shall reimburse the County for all benefits and compensation paid to and earned/realized by the employee on leave, including but not limited to all wages and benefits.

At the conclusion or termination of the leave granted under this section, the employee shall have a right to reinstatement to the same position and location they held prior to such leave, or if not feasible, a substantially similar position without loss of pay, benefits, accrual rates, seniority, rank, or classification.

The County shall not be liable for any act, omission, or injury suffered by any employee of the County if that act, omission or injury occurs during the course and scope of the employee's leave under this section to work for CNA. To the extent that the County is held

liable for any such act, omission or injury, CNA shall indemnify and hold harmless the County.

(j) Classification Studies: Any classification or organizational study performed as a result of the meet and confer process shall, upon its completion by the County Human Resources Department, be submitted to CNA for its comments prior to implementation. Unless the parties agree otherwise, CNA shall be given a minimum of fifteen calendar days advance notice prior to consideration by the Civil Service Commission. By this agreement the County is not making classification or organizational studies a subject for negotiations. They shall remain management rights. The Civil Service Commission shall not be bound by any recommendations or comments by CNA.

(k) All existing agreements within the scope of representation under the Meyers- Milias-Brown Act, including but not limited to, wages, hours, terms and other conditions of employment as of December 31, 1996, shall remain in effect, except as specifically modified herein.

(l) All existing union security agreements, including but not limited to dues checkoff, maintenance of membership, shall remain in effect for the term of this agreement and for the terms of any extensions thereof.

(m) If any part of this agreement is determined to be illegal or inapplicable as the result of changes in State or Federal law, or as the result of a court order, the County and CNA, upon the request of either party, will meet and confer on the effect of such law or court order on this Memorandum.

(n) Distribution of Information: The County agrees that a copy of all memos or documents that are sent to nurses regarding wages, hours or conditions of employment shall be made available to CNA.

2 INSURANCE

2.2 Effective Date of Coverage

The effective date of coverage for new employee members in the health, dental, and vision insurance plans provided employees shall be the first day of the first bi-weekly pay period next following the date of appointment to employment as a regular employee or as a contract or part-time employee, who, by such contract or part-time provisions, is eligible for the stated insurance coverage. The employee's completed and submitted enrollment forms and supporting documentation (e.g. marriage certificate and birth certificates) must be received to enroll the employee and the employee's dependents.

2.3 Health Insurance Options

The County shall continue to provide an option for health insurance coverage for eligible employees and dependents in one of several plans. The plans shall, at minimum, include a PPO

and an HMO plan. Health plans offered to employees may be either self-funded by the County or fully insured. If any plan is self-funded, a plan document shall be adopted by the Board of Supervisors.

Effective with 2021-2022 open enrollment, the County will provide all currently existing health insurance plan offerings to CNA members. A list of current plan offerings is available on the County's website (www.sjgov.org) under the Human Resources Benefits section.

2.3.1 Premiums

Effective the first full pay period following approval of this agreement by the Board of Supervisors, the County will pay 80% of the employee-only premium and the employee shall pay 20% of the premium for employees electing the restricted PPO or the HMO plans. For employees electing dependent coverage the County shall contribute 80% of the premium and the employee shall pay 20% of the premium. For employees electing an expanded PPO, the County shall contribute at the same coverage level as the PPO County contribution for employee-only coverage and dependent coverage. Employees will pay the difference between the County contribution and the full rate of the expanded PPO at each coverage level.

Employees may opt-out or opt-in of health insurance coverage during each open enrollment period. Employees opting-out are required to sign an authorized form, confirming that they have other insurance coverage.

2.3.2 Coverage for Part-Time Employees

Part-time employees eligible for benefits (as defined in Section 7) shall receive the full portion of the County's contribution to health insurance as though they were regular employees.

2.3.3 Coverage for Surviving Dependents

Surviving dependents of any County employee who is covered by County-offered health insurance and who dies while employed, whether in paid or unpaid status, shall be allowed to retain their dependents' coverage, provided that the dependents pay their applicable premiums at least one (1) month prior to the premium due date.

2.3.4 Health Plan Information

CNA shall have input in the selection of the provider and the insurance broker for the County health, dental, and life insurance programs.

Health plan information can be found at www.sjgov.org/hr.

2.4 Dental Insurance

The County shall provide an option for dental insurance coverage for eligible employees and dependents in either the Delta Dental or the Health Benefits, Inc. dental plans. The County shall pay

the employee-only premium and any increases thereof for the term of this Memorandum. Dependent dental coverage is available in either of the two plans at the employee's expense.

Orthodontia coverage for dependents up to the age of 18 is available through the Delta Dental plan for employees electing dependent coverage. The plan pays 50% of actual costs. The maximum amount of orthodontia coverage for dependents is $1200, lifetime, per dependent.

The maximum annual Delta Dental benefit per person shall be $3,000.

Effective with the 2021-2022 open enrollment period, the County will add the Delta Dental Core and Dental Buy-Up plans to existing plan offerings. A list of the current County plan offerings is available on the County's website (www.sjgov.org) under the Human Resources Benefits section.

2.4.1 Coverage for Part-Time Employees

The County shall pay the employee only dental premium in either the Delta Dental or HBI dental plan for part-time employees eligible for benefits (as defined in Section 7).

2.5 Vision Insurance

The County shall provide vision insurance coverage for eligible employees under the Vision Service Plan for the life of this agreement. The County shall pay the employee-only premium and any increases thereof for the term of this Memorandum. Dependent coverage is available.

Effective with the 2021-2022 open enrollment period, the County will add the VSP Buy Up plans to the existing plan offerings. A list of the current County plan offerings is available on the County's website (www.sjgov.org) under the Human Resources Benefits section.

2.5.1 Coverage for Part-Time Employees

The County shall pay the vision insurance premium in Vision Service Plan for part-time employees eligible for benefits (as defined in Section 7).

2.6 Life Insurance

The County shall provide each eligible employee, including part-time employees eligible for benefits as defined in Section 7, with life insurance coverage as follows:

(a) At least one but less than three continuous years of service -- $1,000.
(b) Three but less than five continuous years of service -- $3,000.
(c) Five but less than ten continuous years of service -- $5,000.
(d) Ten continuous years of service or more -- $10,000.

For the purposes of this subsection only, a year is defined as twelve (12) consecutive calendar months of employment.

2.6.1 Additional Life Insurance

Employees in this unit shall have the option to purchase additional term life insurance in increments of $25,000 to a maximum of $200,000 at the County's rate.

2.7 State Disability Insurance

Employees in this bargaining unit shall purchase at the employee's expense State Disability Insurance. State Disability Insurance provides weekly benefits in the event an employee is unable to work due to an illness or injury which is not job-related. Employees receiving benefits from State Disability Insurance and supplementing those benefits with accrued leave time to receive a full paycheck shall receive the County's contribution to their health, dental, vision, life insurance and retirement, if applicable.

2.8 Flexible Benefits

Employees in this unit shall have the option to participate in a flexible benefit program (as allowed and prescribed by Section 125 of the Internal Revenue Code and applicable IRC sections and regulations) which permits the payment of unreimbursed out-of-pocket medical expenses as well as eligible dependent care costs with pre-tax dollars.

The flexible benefit program includes other unreimbursed expenses permitted by the Internal Revenue Code and its related regulations. Any Internal Revenue Code amendments which affect these deductible medical expenses and/or County liability will void that portion of the flexible benefit program.

All employees signing up for medical, dental or vision dependent coverage will have the premiums deducted on a pre-tax basis unless otherwise requested. All employees will have the option of requesting that their premiums be deducted on an after-tax basis but must specify such in their Open Enrollment paperwork. The County will not charge an administrative fee for having the premiums on a pre-tax basis.

2.8.1 Health Savings Account

For employees who are enrolled in a Health Savings Account (H.S.A)-Qualified High-Deductible Health Plan (HDHP), the County will contribute $700/year for Employee only and $1,400 for Employee plus Dependents to an H.S.A. Funds will be deposited through the County’s payroll process and sent directly to the County approved third party administrator (TPA), prorated over 26 pay periods. Employees can elect to make additional H.S.A. contributions up to the IRS total combined H.S.A. maximum contributions for single or family coverage to stay within the IRS requirements for prorating based on a particular calendar year HDHP enrollment in order to avoid tax penalties.

Employees who are not enrolled in an H.S.A-Qualified HDHP or who participate in a flexible spending account as provided in Section 2.8 are not eligible for participation in an H.S.A. under this section.

2.9 Continuation of Insurance Benefits While on Leave of Absence

When an employee is on an authorized leave of absence without pay, the employee shall be allowed at the employee's own expense to remain under the health, dental, vision, and life insurance coverage for up to twenty-six (26) bi-weekly pay periods provided that such employee shall pay the applicable premiums at least two (2) weeks prior to the premium due date. Specific arrangements for such coverage shall be made with the County Human Resources Division.

Effective at such time as determined by the sole discretion of the County, the preceding paragraph becomes inoperative and the following will apply:

When an employee is on an authorized leave of absence without pay the employee shall be allowed at the employee's own expense to remain under the health, dental, vision, and life insurance coverage for up to twelve (12) consecutive calendar months provided that such employee shall pay the applicable premiums at least two (2) weeks prior to the premium due date. Specific arrangements for such coverage shall be made with the Human Resources Division.

3 LEAVES FROM EMPLOYMENT

3.1 Vacation

Each employee of this Unit shall accrue and accumulate vacation at various rates as set forth below based on length of continuous service of such employee for each straight-time hour of paid time on payroll:

(a) hours on payroll equal to # of full continuous bi-weekly payroll periods	(b) hourly accrual rate	(c) maximum bi-weekly accrual hours	(d) approx. hours annual accrual	(e) maximum accumul. hours
Less than 260	.0577	4.616	120	240
260, but less than 520	.0770	6.160	160	320
520 or more	.0885	7.080	184	368

Whenever an employee's accumulation of vacation reaches its maximum as provided above, any further vacation accrual shall be credited to such employee's sick leave accumulation until such time as the employee's vacation accumulation falls below the maximum allowed.

Leave without pay or disciplinary suspension shall delay the advancement to the next higher accrual rate until the employee has been on payroll the number of pay periods specified above.

Each department head shall make every possible effort to ensure that vacation time off requested by an employee is utilized at times which are mutually agreeable to the employee and the department; however, the department head has final authority to grant or deny such request. Department heads will attempt to respond to vacation requests within fourteen (14) calendar days from the date the request was submitted. Should the Nurse not receive approval or denial within fourteen (14) calendar days, the Nurse will inquire on the status of the request. Where a bargaining unit member believes a vacation request is not being responded to in a timely manner he or she should direct that concern to the level of authority who has the ability to review and authorize the request e.g. Director of Nursing or designee. The person in authority or designee will follow-up on the issue and respond to the employee. Vacation requests will not be unreasonably denied.

3.1.1 Vacation for Part-Time Employees

Part-time employees who are eligible for benefits (as defined in Section 7) shall accrue and accumulate vacation for each straight-time hour on payroll in accordance with the above chart.

3.2 Vacation Time for Illness

An employee may choose to use accrued vacation or compensatory time, if any, if the employee is absent beyond the limits of accumulated sick leave for reasons of illness, injury or quarantine, or death in the immediate family as described in Section 3.3.2.

3.3 Sick Leave

3.3.1 Accrual

Regular employees and part-time employees who are eligible for benefits (as defined in Section 7) shall accrue .0462 hours of sick leave for each straight-time hour on payroll not to exceed eighty (80) straight-time hours per pay period (annual accrual rate, approximately 96 hours).

For Per Diem employees, as defined in Section 7, the County will comply with the Healthy Workplace Healthy Family Act of 2014.

3.3.2 Sick Leave Usage

Subject to the conditions specified in this Memorandum, sick leave may be authorized for any of the following reasons:

(a) Illness, injury or quarantine of the employee or qualified immediate family member;

(b) Medical, dental or optical care of the employee or qualified immediate family member;

For the purpose of this Section, "immediate family" means the spouse, registered domestic partner, child, parent, sibling, grandparent or grandchild of the employee; or the child, parent, sibling, grandparent or grandchild of the employee's spouse or registered domestic partner.

(c) Illness, injury or quarantine during an authorized vacation or on a floating holiday as evidenced by satisfactory proof attesting to the nature and length of disability. Sick leave for non-emergency medical, dental, or optical care during an authorized vacation or on a floating holiday period is not permitted.

(d) An amount sufficient which, when added to an employee's disability indemnity under Worker's Compensation, will result in a payment to the employee not more than the employee's regular salary.

(e) An amount sufficient which, when added to an employee's disability indemnity under State Disability Insurance (if applicable), will result in a payment to the employee not more than the employee's regular salary.

(f) Employees who have sick leave accruals can use up to forty (40) hours of such sick leave time to care for a new or adopted child.

(g) Reasons covered by Labor Code §233 and §246.5.

(h) Pursuant Labor Code §234 and §246.5, the County shall not require as a condition of using paid sick days that the employee search for or find a replacement worker to cover the days during which the employee uses paid sick days. The County shall not deny an employee the right to use accrued sick days, discharge, threaten to discharge, demote, suspend or in any manner discriminate against an employee for using accrued sick days, attempting to exercise the right to use accrued sick days, filing a complaint with the department or alleging a violation of the article, cooperating in an investigation or prosecution of an alleged violation of this article, or opposing any policy or practice or act that is prohibited by this article.

3.3.3 Sick Leave Exclusion

No employee shall be entitled to sick leave because of any of the following:

(a) Disability arising from any illness or injury purposely self-inflicted or caused by the employee's misconduct;

(b) Illness, injury quarantine or disability while on leave without pay;

(c) An employee who is scheduled to work on a regular holiday who is absent on that holiday due to illness, injury, or quarantine shall not be permitted to use sick leave but shall be deemed to have used the regular holiday.

3.3.4 Sick Leave Verification

The County recognizes protections exist for employees who take time off of work to care for oneself or qualified family member. Requests for sick leave verification will be made in advance and in accordance with applicable federal and state laws.

3.3.6 Sick Leave Conversion

This Article applies to all employees hired prior to August 27, 2001.

Employees must have one hundred sixty hours (160) of sick leave remaining on the books at the time of retirement to be eligible for this benefit.

Upon separation from employment and concurrent assumption of a retired status in the San Joaquin County Employees Retirement Association, an employee from this unit will cash out 15% of sick leave upon retirement. The remaining 85% of sick leave will be used to implement Section 8.4 of this Memorandum.

Any amount received from conversion of sick leave under this Section shall not be considered compensation for purposes of contributions to, or benefits from, the San Joaquin County Employees Retirement Association. Such cash conversion amount shall be paid when the employee first receives monetary allowances from such Retirement Association.

3.3.7 Sick Leave Incentive Program

In an effort to reduce the level of sick leave usage, the County agrees to the following sick leave incentive plan for regular full-time employees.

(1) Conditions of Participation: An employee must be on payroll with the County during the entire calendar year to be eligible for incentive rewards.

(2) Qualifications and Rewards: Eight (8) hours of incentive leave will be granted to an employee who, at the end of each calendar year, has a sick leave balance which equals at least one half of the cumulative amount that the employee was eligible to accrue based on years of service.

(3) Definitions: Incentive Leave - For the purposes of this program, incentive leave will be granted at the beginning of the calendar year which follows the year in which it was earned. Furthermore, this leave will have no cash conversion value and can only be taken during the year in which it was granted. Should the leave not be used during that calendar year, it will be lost. Scheduling of this time off shall be consistent with the procedures for scheduling compensatory or vacation time. In all instances, it shall require mutual agreement of the employee and the department head or designee.

3.4 Holidays

3.4.1 Regular Holidays

The following days are established as regular holidays for regular employees and part-time employees (as defined in Section 7):

(a) January 1 - New Year's Day.
(b) The third Monday in January - Martin Luther King, Jr.'s Birthday.
(c) The third Monday in February - Washington's Birthday.
(d) The last Monday in May - Memorial Day.
(e) July 4 - Independence Day.
(f) The first Monday in September - Labor Day.
(g) November 11 - Veteran's Day.
(h) Any November day designated as Thanksgiving Day.
(i) The Friday following the day designated as Thanksgiving Day.
(j) December 25 - Christmas Day.
(k) All other holidays as may be proclaimed by the Governor of the State of California or the President of the United States and adopted by the Board of Supervisors.

3.4.1.1 Regular Holiday - Weekend Observance

For Nurses who work in a seven (7) day per week work site, when the regular holiday falls on a Saturday or a Sunday, the holiday shall be observed on the actual day. Nurses who work the holiday shall be compensated in accordance with Section 3.4.2.1 of this Memorandum of Understanding.

For all other Nurses, the regular holiday shall be observed as follows: When the regular holiday falls on a Saturday, the preceding Friday shall be observed as the floating holiday. When the regular holiday falls on a Sunday, the following Monday shall be observed as the holiday.

3.4.2 Regular Holiday Compensation

3.4.2.1 Regular Holiday Compensation - Benefitted Employees

Any benefitted employee whose scheduled day off falls on a regular holiday shall be entitled to accrue eight (8) hours of regular holiday time.

In addition to regular salary, any benefitted employee who is required to work on a regular holiday shall have the option of being compensated for the hours worked on such holiday by: (1) cash payment at the rate of one and one-half (1-1/2) times such employee's hourly base salary, or (2) the accumulation of regular holiday time at the rate of one and one-half (1-1/2) hours for each hour worked.

3.4.2.2 Regular Holiday Compensation - Per Diem Employees

Per Diem employees as defined in Section 7 and who work any holiday shall receive compensation in the amount of time and a half for only the number of hours they work on such

holiday.

3.4.2.3 Maximum Regular Holiday Accumulation

The maximum regular holiday time accrual shall be one hundred twenty (120) hours. Such regular holiday time off shall be scheduled at a time mutually agreeable to the employee and the department head.

3.4.3 Floating Holidays

The following days are established as floating holidays for regular employees and part-time employees (as defined in Section 7):

(a) Each regular employee's birthday.
(b) February 12 - Lincoln's Birthday.
(c) September 9 - Admission Day.
(d) The second Monday in October - Columbus Day.
(e) The Friday preceding any regular holiday which falls on a Saturday.

3.4.3.1 Floating Holiday Observance

Benefitted employees scheduled to work on the floating holiday may individually, with the approval of the department head, take such holiday on the date of the holiday, on the day preceding the holiday in the case of holidays which fall on a Saturday, or the day following the holiday in the case of holidays which fall on a Sunday, or may accumulate the holiday hours (exclusive of any overtime worked on that day which would be paid as overtime and not accrued as floating time) up to forty-eight (48).

Such floating holiday time off shall be scheduled at a time mutually agreeable to the employee and the department head. A nurse who 1) is not scheduled to work a Monday floating holiday and 2) is at the floating holiday cap and 3) is called in to work that holiday shall receive payment of floating holiday time for that worked holiday. County offices and departments shall remain open for business on any day deemed to be a floating holiday and employees who elect to accumulate floating holiday time shall receive their regular compensation for working on the holiday.

Any benefitted employee whose scheduled day off falls on a floating holiday shall accrue floating holiday time as provided in this Section.

3.4.3.2 Cesar Chavez's Birthday

Any employee who has at least eight hours of holiday or other vested banked time and requests Cesar Chavez's birthday (March 31) off shall be granted such time off provided the employee's department or work unit meets its minimum staffing requirements.

3.4.4 Shift Designation

For the purposes of this Section, the night shift of the calendar day preceding the actual date of the regular holiday shall be considered Shift #1, the day shift of the regular holiday shall be Shift #2 and the p.m. shift of the regular holiday shall be Shift #3.

3.5 Bereavement Leave

Regular employees, part-time employees with benefits, and job-share employees, who suffer a death in their "immediate family" may be allowed to be absent with pay for three (3) scheduled County work days for each family member who dies. Employees must take this leave within a seven consecutive day period and will be paid only for days and hours they were scheduled to work. Immediate family includes the spouse, registered domestic partner, child, parent, step child, step parent, sibling, grandparent, great-grandparent, grandchild or great-grandchild of the employee; or child, parent, step child, step parent, sibling, grandparent, great-grandparent, grandchild or great-grandchild of the employee's spouse or registered domestic partner.

In addition, employees may use an additional two (2) days of accrued leave for the death of the employee's spouse, registered domestic partner, parent or child. Such additional leave shall be used within 30 days of the death.

3.6 Administrative/Educational Leave

3.6.1 Administrative Leave

Each July 1 educational leave shall be credited to employees as follows:

(a) Regular employees: Forty (40) hours.
(b) Part-time employees who are eligible for benefits, and those who do not receive benefits but are regularly scheduled to work forty-one (41) hours or more in a pay period: Twenty-four (24) hours.

If the leave is not used before July 1 of the succeeding fiscal year, the leave is forfeited. This leave has no dollar value at any time.

All the above-listed educational-administrative leave shall be scheduled during low patient census times as determined by the Hospital or on a date agreed to by the employee and the department administration.

3.7 Military Leave

The following procedures and restrictions shall apply to military leave:

(a) To be eligible for paid military leave, an employee must have at least twelve (12) months of qualifying service immediately prior to the leave. Qualifying service is continuous and consecutive County service or recognized military service. Recognized military service is defined as full-time service in the armed forces during a national or

state emergency. Generally, recognized military service would be that during World War II, the Korean War, the Vietnam Conflict, or any conflict for which an expeditionary medal was awarded. This time requirement does not apply to declared emergency situations. Under such emergencies, any employee ordered to active duty is eligible for paid temporary military leave.

(b) Temporary military leave with pay can be authorized for eligible employees only when they are ordered to active duty.

(c) Weekend drills are not active duty. Departments will make reasonable attempts to change an employee's schedule to allow for off-duty attendance at monthly drills. If such accommodation is not possible, the employee may use leave as specified in (h).

(d) A copy of the employee's order to active duty must accompany any military leave with pay.

(e) Paid temporary military leave can be authorized for a maximum of thirty (30) calendar days in each fiscal year.

(f) In calculating leave, holidays (floating or regular) which occur during an employee's military leave will be charged as holidays used rather than military leave.

(g) All other calendar days encompassed by the order will be counted as military leave whether normally scheduled days or days off.

(h) Employees will not be denied the right to use leave to attend active or inactive military duty. If the employee is not eligible for temporary military leave with pay, the employee may request a leave of absence without pay or use accrued vacation, holiday, or compensatory time off.

(i) The total amount of temporary military leave, paid and unpaid, may not exceed 180 calendar days in one year.

3.8. Leave of Absence Without Pay

In accordance with Civil Service Rule 12, state and federal laws, leaves of absence may be granted to regular employees for the following reasons:

1) Medical illness or disability not covered by accrued leave.
2) Maternity/Pregnancy.
3) Personal reasons.
4) Education or training.

3.8.1 Medical Leave Without Pay

Medical Leave Without Pay may be granted to probationary or permanent employees by the

Department Head. Requests must be submitted with a statement from a California licensed physician stating the nature of the disability and the estimated duration of the disability. A medical leave may be granted for a maximum of one year; (extensions may be possible, usually pending disability retirement). A leave of over 30 days must be approved by the Director of Human Resources.

3.8.2 Pregnancy Disability Leave

Pregnancy disability leave without pay shall be granted to temporary, contract, and regular employees in accordance with state and federal laws. Leave for medical reasons shall be granted with a physician's statement, and employees may use sick leave or other accrued leave in accordance with Section 3 of this Memorandum.

Current law provides up to 4 months leave for pregnancy disability. Employees may also be eligible for an additional 12 weeks of leave under CFRA Section 3.9.1. of this Memorandum. The County will comply with any state or federal law and reserves any rights of restrictions.

3.8.3 Educational Leave

Educational Leave without pay may be granted to permanent employees by the department if the leave furthers the department's goals and the employee's last performance evaluation was at least satisfactory. Initially, leave of up to one (1) year may be granted and may be extended up to an additional year.

3.8.4 Personal Leave of Absence

Personal Leave of Absence may be granted to a permanent employee by the department head for reasons acceptable to the department head. The employee's last performance evaluation must be at least satisfactory. Leave may initially be granted for up to one (1) year and may be extended up to an additional year.

Forms for request of leave of absence are maintained in each department. Requests for leave of absence shall be submitted sufficiently in advance of the proposed effective date to permit the department head and the Director of Human Resources to take action prior to that date.

3.8.5 Effect of Unpaid Leave of Absence on Other Leaves

No employee who has been granted a leave of absence without pay shall accrue any vacation, sick leave or holiday during the time of such leave nor shall such time count toward gaining permanent status.

3.9 Family Leave

3.9.1 State Family Leave

In accordance with State law, any employee with one or more years of service with the

County and who has worked a minimum of 1,250 hours in the 12 months prior to the start date of the leave, may take a family care leave of up to twelve weeks in a 12 month period. An employee who takes such family care leave shall be returned to employment in the same or comparable position upon return from said leave.

San Joaquin County will comply with the California Family Rights Act maintaining all rights and provisions that are permitted by State law.

Family care leave may be utilized in conjunction with the birth of a child of the employee, the placement of a child with an employee in connection with the adoption of the child by the employee, for the serious medical condition or illness of the employee, or to allow the employee to care for a parent, spouse, or child who has a serious health condition.

For the purposes of this Section, the terms "employment in the same or a comparable position", "child", "parent", and "serious health condition" are as defined in Section 12945.2 of the Government Code.

The reasonable advanced notice, scheduling and certification requirements of 12945.2 (h), (i), (j), and (k) shall also apply.

An employee who takes family care leave shall be required to use accrued vacation, compensatory time, floating holiday and regular holiday time during such leave. In accordance with County regulations governing the use of sick leave, the employee may also use accrued sick leave time. An employee receiving wage replacement benefits such as State Disability Insurance (SDI) shall not be required to use more leave accruals than is necessary, in conjunction with the wage replacement benefits, to receive a full paycheck.

3.9.2 Federal Family and Medical Leave Act

San Joaquin County will comply with the federal Family and Medical Leave Act, maintaining all rights and provisions that are permitted by the federal Family and Medical Leave Act.

3.9.3 Child-Related Activities

The County of San Joaquin shall comply with any federal or state law requiring an employer to grant time off to participate in child related activities. Current state law provides that parents, guardians, stepparents, foster parents, grandparent, or person who stands in loco parentis to a child may take up to 40 hours per year, but not more than 8 hours per month, to participate in their children's school or licensed child care provider activities. Employees working a shift greater than 8 hours per day may take one full shift per month, subject to the 40 hour maximum. An employee may take unpaid leave or may use accrued vacation, compensatory, floating holiday or regular holiday time.

3.10 Catastrophic Leave Program

3.10.1 Conditions of Participation

Applications for receipt of catastrophic leave donations will be processed by the California Nurses Association. The California Nurses Association can be reached at: www.calnurses.org or at (916) 446-5021.

(a) A County employee becomes eligible to receive catastrophic leave donations when the following two (2) conditions both occur:

(1) The employee has exhausted, or will soon exhaust all his/her accrued leave, as a result of a verifiable long-term illness or injury suffered by either the employee or an immediate family member, as defined in San Joaquin County Ordinance Code Section 2-5230.

(2) The employee has received approval for an unpaid leave of absence from his/her Department Head.

(b) Employees may donate accrued vacation, compensatory time or holiday time; sick leave may not be donated.

(c) Donations may be made in whole hour increments from a minimum of four (4) to a maximum of sixteen (16) hours per donor in each donation period.

(d) Donors must have an overall leave balance of 80 hours remaining after donated time has been deducted.

(e) Once donated to an individual, donated leave cannot be reclaimed by the donor.

3.10.2 Processing of Donations

Upon receipt of donation authorizations, the Auditor-Controller shall take the following actions:

(a) Verify that donating employee has minimum required leave balance required for the donation and convert donated time to dollars at the hourly rate of the donor and subtract from the designated leave category. Pay supplements which are a percentage of base salary (except above class pay and special assignment pay) shall be added to the base salary prior to converting the value of the donated time to the recipient.

(b) Convert donated dollars as computed above to hours at the hourly rate of the recipient, and add to recipient's sick leave balance.

(c) Notify departments of changes in leave balances by noting Auditor adjustments on the payroll certs for the next payday.

(d) Retain a confidential file of donation authorizations.

3.10.3 Treatment of Donated Time

Donated time is treated as sick leave accrued by the recipient of the donation.

Donated time does not alter the employment rights of the County or the recipient, nor extend or alter limitations otherwise applicable to Leaves of Absence or Sick Leave, except as noted in this agreement.

Employees who are utilizing donated sick leave hours will continue to accrue vacation and sick leave in accordance with the provisions of this Memorandum of Understanding.

If catastrophic leave donations are made due to the medical condition of an employee's immediate family member, the 64 hour limitation on the use of family sick leave is waived for absences resulting from that condition only.

3.11 Leave for Promotional Examinations

Employees shall be allowed the necessary time off with pay to participate in promotional examinations for the County, which are held during their regular work hours.

3.12 Effect of Re-Employment on Leave Accrual Rates

A former employee re-employed in County service shall not be entitled to accumulative sick leave benefits unless his/her return to County service is the result of reinstatement within one year of termination of employment OR is a result of re-employment after a layoff due to lack of work, lack of funds, or in the interest of economy.

Employees who are reinstated within one year of termination of employment will be returned to the same vacation accrual rate at which they left and they will be placed at the salary range step they left.

4 COMPENSATION

4.1 Salaries

Unless expressly provided to the contrary by this Memorandum or Board Order, Resolution, or Ordinance, salaries and hourly rates of pay for all earned leave time, including but not limited to sick leave, vacation, compensatory time off, holiday, and bereavement leave, and salaries and hourly rates of pay for all additional compensation, including but not limited to overtime, supplemental pay, standby pay, call-back pay, holiday premium pay and pay for work above class, shall be computed solely by reference to an employee's base salary or base hourly rate. All negotiated salaries shall remain as adopted for the life of this Memorandum unless mutually agreed otherwise in writing.

The County and CNA agree that the parties will negotiate, upon request, the salaries of new

classes established as a result of a reclassification of positions.

(a) Effective April 26, 2021, bargaining unit employees will receive a 4% cost of living adjustment to base salary.

(b) Effective April 26, 2021, employees in the following classifications will receive a 3% equity adjustment to base salary:

Staff Nurse III-Inpatient
Staff Nurse IV-Inpatient
Staff Nurse V-Inpatient

(c) Effective April 26, 2021, employees in the following classifications will receive an adjustment increase to base salary as described:

Staff Nurse III-Ambulatory	2%	Sr. Nurse Practitioner-Ambulatory	2%
Staff Nurse IV-Ambulatory	2%	Nurse Practitioner I-Inpatient	3%
Staff Nurse V- Ambulatory	2%	Nurse practitioner II-Inpatient	3%
Nurse Practitioner I –Ambulatory	2%	Sr. Nurse Practitioner-Inpatient	3%
Nurse Practitioner II-Ambulatory	2%	Certified Nurse Midwife	3%

(d) Effective April 25, 2022, bargaining unit employees will receive a 4% cost of living adjustment to base salary.

(e) Effective April 25, 2022, employees in the following classification will receive a 3% equity adjustment to base salary:

Staff Nurse III-Inpatient
Staff Nurse IV-Inpatient
Staff Nurse V-Inpatient

(f) Effective April 25, 2022, employees in the following classifications will receive an adjustment increase to base salary as described:

Staff Nurse III-Ambulatory	2%	Sr. Nurse Practitioner-Ambulatory	2%
Staff Nurse IV-Ambulatory	2%	Nurse Practitioner I-Inpatient	3%
Staff Nurse V- Ambulatory	2%	Nurse practitioner II-Inpatient	3%
Nurse Practitioner I –Ambulatory	2%	Sr. Nurse Practitioner-Inpatient	3%
Nurse Practitioner II-Ambulatory	2%	Certified Nurse Midwife	3%

Employees in this unit, designated eligible to participate in the part-time program (as defined in Section 7) may receive a 20% pay supplement in lieu of benefits.

Part time with benefits employees receive a 2% supplement.

Payment of across-the-board increases or other increases in salary range during the term of

this agreement will be made pursuant to the County's salary range table that was made effective June 29, 1992.

Pay scales for each classification are included in this Agreement as Appendix B.

4.2 Supplemental Pay

4.2.1 General

No employee shall receive supplemental pay when on vacation, sick leave, sick leave in conjunction with the receipt of State Disability Insurance or Workers' Compensation temporary disability payments, compensatory time off, holiday, or paid military leave unless such employee shall have been performing duties for a period of not less than four (4) full bi-weekly pay periods or such supplemental duties are scheduled, upon assignment, to last not less than four (4) full bi-weekly pay periods. Unless otherwise specified by the appointing authority or the appointing authority's designee, such shift assignment shall be presumed to be scheduled upon assignment for at least four (4) full bi-weekly pay periods.

4.2.2 Special Assignment Supplement

The Director of Human Resources may authorize a 5% salary increase to any employee designated by the County Administrator to be on special assignment.

4.2.3 Shift Differential

Shift differential shall be $2.00 per hour for p.m. shift and $4.50 per hour for night shift.

For purposes of payment of shift differential the following shift times shall apply:

DAY:	Any hours worked between 7:00 a.m. and before 3:00 p.m.
P.M.:	Any hours worked between 3:00 p.m. and before 11:00 p.m.
NIGHT:	Any hours worked between 11:00 p.m. and before 7:00 a.m.

If a day shift employee is called in to work early, such employee shall receive the night shift differential for those hours worked before 7:00 a.m. If a p.m. or night shift employee is called in to work early, such employee shall receive the shift differential applicable to their regular shift.

For those unit members who regularly work a ten (10) or twelve (12) hour shift, the applicable shift differential shall be paid for all hours which fall within the above-designated shifts.

Full-time Nurses assigned to twelve (12) hour shifts shall be scheduled to work six (6) twelve (12) hour shifts.

4.2.4 Standby Pay

A department head, with the approval of the County Administrator, may designate

employees in certain classes to be in a standby status. An employee who is on standby status must be at a location where the employee can be reached at all times and upon being called shall return to work immediately. An employee who is recalled to work shall be deemed to be off standby status and the employee shall not receive standby pay for the hours the employee is paid to work, whether on a straight time or overtime basis.

Employees who perform standby duty shall be compensated at one-third of their regular hourly rate. On the occasion that an employee is called in to work while on standby status, that employee is said to be on call back and will be compensated at one and one-half his/her hourly rate for a minimum of four (4) hours. Call back time begins when the employee arrives at his/her place of work. Standby time ends at the time the employee arrives at his/her place of work. At the employee's choice the call back compensation can be paid in either cash payment, or compensatory time off.

4.2.5 Work Above Class

A department head may temporarily assign any employee to perform duties normally assigned to a classification with a higher salary without changing the salary of such employee provided the temporary assignment does not exceed five (5) work days in a thirty (30) calendar day period or twenty (20) work days in a one hundred and eighty (180) calendar period. If an employee is assigned to a classification with a higher salary range for more than five (5) work days in a thirty (30) calendar day period or twenty (20) work days in a one hundred and eighty (180) calendar period, the employee shall be compensated, beginning with the sixth day of such above-class assignment, at an amount equal to what the employee would receive if promoted to the higher class, or 5% if no class exists. Such assignment must receive approval of the Director of Human Resources. Assignments to cover routine vacation or sick leave absences will not be approved. Vacation or sick leave absences in excess of two weeks shall not be considered routine.

Employees who are being paid for working in a higher classification are not eligible for merit increases in the higher classification. Whenever an employee working in a higher classification receives a merit increase in the employee's regular classification or the employee's regular salary is otherwise increased or decreased, the employee's pay for working above class shall be adjusted so that the employee continues to be compensated at the rate specified above.

4.2.8 Charge Pay

Any Staff Nurse who is placed in charge of a shift shall receive $2.00 per hour in addition to such employee's regular hourly pay. Any employee placed in such charge of a unit/clinic/area shall receive the additional compensation, irrespective of whether a Staff Nurse V is also on duty in that unit. Only one nurse per unit/clinic/area is eligible at any one time to receive charge pay.

4.2.9 Emergency Medical Services (EMS) and Disaster Management Supplement

Staff Nurse III or IV assigned the duties of EMS Control Facility and Disaster Management shall receive $2.00 per hour in addition to his/her regular straight time or overtime rate of pay, whichever is applicable, for all hours assigned in that capacity.

In order to be given the assignment, the Nurse shall have successfully completed all training and clinical competencies for EMS Control Facility and Disaster Management in accordance with department-specific requirements.

Every reasonable effort will be made to assign Charge Nurse and EMS duties to different Nurses. In the event that this is not possible, the Nurse shall receive both the Charge pay supplement (Section 4.2.8) and the EMS and Disaster Management supplement referred to in this section.

Effective the second full pay period following ratification of agreement by both parties, SNVs shall be eligible for EMS Pay.

4.2.10 Preceptor Pay

A nurse who has been assigned to be a preceptor shall be paid $1.00 per hour in addition to regular pay for all hours in which she or he has been assigned by the County to be precepting. The County shall develop a precepting policy for clarifying/implementing this proposal.

4.2.11 Correctional Health Services Nurse Specialty Pay

The Correctional Health Services Nurse Specialty Pay granted to nurses employed by Correctional Health Services will be 5%.

4.2.12 Midwife Lead Pay

The midwife assigned lead duties will receive 5% special assignment pay for the additional administrative duties assigned to the lead role.

4.2.13 Medical Guarded Unit Supplement

The Medical Guarded Unit Supplement granted to nurses employed by the Medical Guarded Unit in San Joaquin General Hospital will be 3%.

4.2.16 License/Certificate Fees

The County agrees to reimburse all Registered Nurses for fees required to renew State required license/certification. Fees associated with initial license/certification will not be covered.

4.3 Paycheck Exceptions

A paycheck exception is defined as the incorrect reporting of payroll or failure to process the following payroll actions, causing an employee to receive less than the pay to which he/she is entitled for that pay period: step increases, supplemental pays, overtime. Paycheck exceptions in excess of $100 in terms of gross pay, if presented by noon on the Friday following payday, shall be paid within two (2) working days of presentation of the claim to the Auditor-Controller. Payment of

paycheck exceptions shall be via direct deposit where applicable.

All payroll errors resulting in either gross or net salary overpayment, or granting of other compensation or benefits in error must be repaid to the County in accordance with the below. Employees shall be allowed, at employee's option, to use accrued annual and holiday leave and compensatory time to repay the County in cases of payroll errors resulting in gross salary overpayment.

In the event of an overpayment, the County and the employee must communicate (examples: meetings virtual or in person, telephone calls, or e-mails), to work out a mutually agreeable re-payment plan prior to any deductions occurring. During such communication, the County shall provide the employee with a full and clear account of all claimed overpayments including the date(s) the overpayment occurred, the cause of the overpayment (including payroll codes and descriptions of the codes), the amount of the overpayment, copies of the timecards (if applicable), and in the event of incremental payments, the calculation that will be used (including the number of pay periods) required to satisfy the repayment. Only after the above criteria is met, and in the event that the parties are unable to reach agreement on a re-payment plan, the County may deduct the overpayment from the employee's paycheck provided however that such deductions shall not exceed 15% of the employee's net disposable pay in any one pay period. In no event shall the deduction exceed the amount over paid per paycheck without authorization from the employee. At the Nurse's request in writing, Hospital Human Resources/Payroll will provide an update to the Nurse on the status of repayment plan upon close of payroll.

Timecards may be filled out by the employee in ink. The County shall not make changes to an employee's submitted and department manager approved timecard unless the Nurse is short required hours for the pay period. In the event that the County changes the time reported or time/code designation on any time card, the employee shall be notified of the change and the reason for the change no later than the end of the shift next worked by the employee. A payroll form shall also be provided to the employee at or near the time of the issuance of the check.

An employee has the right to review his or her timecard subject to reasonable notice and operational need. Nurses will not be required to sign blank time cards.

4.4 Mileage and Travel Expenses

If it is legally possible to do so, the County shall grant advance travel pay when requested by the employee at such times as the employee is traveling outside the County on County business.

Effective upon adoption by the Board of Supervisors 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 the beginning of the first full bi-weekly pay period following announcement of the changed rate by the Internal Revenue Service.

Meal and lodging reimbursement shall be authorized and paid in accordance with

procedures and requirements listed in Section 3500 of the Administrative Manual of San Joaquin County. Those reimbursement limits shall not be changed without meeting and conferring with CNA.

Travel time for County-authorized training shall be computed in accordance with FLSA procedures.

4.4.2 Parking Supplement Downtown

The County agrees to contribute the actual cost, up to $17.00 per biweekly pay period, directly to the Central Parking District, for eligible employees who work in the downtown core area, as defined in the report on Employee Parking in Downtown Stockton as adopted by the Board of Supervisors February 13, 2001. Eligible employees utilizing parking lots that are not part of the Central Parking District will be reimbursed the actual amount of their monthly parking receipt up to $36.83 per month as submitted with a County Expense Reimbursement Form through their department's normal reimbursement process.

During the term of the agreement the County may provide alternative downtown parking options which will be in lieu of the parking supplement as described above.

4.5 Deferred Compensation Contribution

The County of San Joaquin may maintain a Section 457 Deferred Compensation Plan. The allowable contribution shall be the maximum allowed by the Internal Revenue Service Code.

4.6 Severance Pay

Any member of this bargaining unit employed by the County in an allocated position on or before September 15, 1997, who is laid off from regular County employment or voluntarily accepts a lay off in lieu of another employee shall receive $2,500 in severance pay. The employee may elect to receive the money in lump-sum payment or defer receipt for purchase of eligible insurance benefits through an Internal Revenue Code, Section 125 Plan.

4.7 Educational Supplement

Any bargaining unit Nurse who meets at least one of the following criteria will receive an Educational Supplement equal to 5% of their base salary.

(a) For those classifications that require an Associate Degree of Nursing, the Nurse has a Bachelor's of Science in Nursing. (Nurses who work in Mental Health may substitute a Bachelor's Degree in Psychology or Social Work for a degree in Nursing.)

(b) For those classifications that require a Bachelor's of Science in Nursing, the Nurse has a Master's of Science in Nursing.

(c) National or approved international certification in the specialty area in which the Nurse

currently is assigned.

(d) CCRN and ACLS certificates.

(e) A critical care class and ACLS certificate.

4.7.1 Longevity Pay

Employees will receive the highest of the following pay supplements for which they qualify, based on continuous service in this bargaining unit:

1. 20,800 regular paid hours - 7.5% of regular base salary.
2. 31,200 regular paid hours - 10% of regular base salary.

4.8 Public Health Nurse Classifications

Effective January 2, 2000:

(a) Public Health Nurse will be retitled to Public Health Nurse I and will be given an equity adjustment of 2.5%.

(b) County will create a new classification of Public Health Nurse II with a salary range 2.5% greater than the Public Health Nurse I (E step to E step). The Public Health Nurse II classification will be a journey level specialist and may be responsible for running/coordinating a program and may function as a lead. Public Health Nurse II will require 2 years of Public Health Nurse experience.

(c) All Public Health Nurses with 2 years of Public Health experience and who meet other County promotion guidelines will be promoted to Public Health Nurse II.

(d) Senior Public Health Nurse will receive an equity adjustment of 5%.

(e) Senior Public Health Nurse job specifications will be changed to require 3 years of increasingly responsible work experience comparable to that of a Public Health Nurse with San Joaquin County and supervision responsibilities.

(f) Prior to January 2, 2000 CNA and the County will jointly recommend to the Civil Service Commission the new classification of Public Health Nurse II and the revised job specification of Senior Public Health Nurse and Public Health Nurse I.

4.10 Staff Nurse Classifications and Career Ladder

(a) A Staff Nurse I is an Interim Permittee or a new graduate Registered Nurse with less than six months of experience.

(b) A Staff Nurse II is an Interim Permittee or a new graduate Registered Nurse with less

than six months of experience, who has worked at the County in a nursing classification, such as Nursing Assistant, Student Nursing Assistant, or Licensed Vocational Nurse.

(c) A Staff Nurse III is a Registered Nurse with at least six months of experience or a new graduate with a Bachelor's of Science in Nursing.

(d) A Staff Nurse IV is a Registered Nurse who meets the criteria of his/her specialty area, as outlined in Appendix C of this Agreement. There are no limitations on the number of Staff Nurse IVs.

(e) A Staff Nurse V is a Staff Nurse with at least two years of experience at the SN IV level who meets the criteria of his/her specialty area, as outlined in Appendix C of this Agreement. A Staff Nurse V may be an Assistant Nursing Department Manager or a Nurse who performs at the expert level of clinical nursing.

Advancement to the SN V, Assistant Nursing Department Manager and Clinical level, is by promotional exam.

(f) Nurses, who are classified as Staff Nurse IIIs, IVs or Vs as of June 30, 2002, shall remain as Staff Nurse IIIs, IVs or Vs, even if they do not meet the criteria of the new career ladder described in Appendix C of this Agreement. However, in order for the Nurse to progress to the next level of the career ladder, the Nurse must meet the criteria of the new career ladder.

4.11 Extra Shift Premium Pay

(a) Description

Extra shift premium is a program designed to accomplish the following objectives:

(1) Improve the quality of patient care by ensuring an adequate supply of registered nurses during periods of high census or staff vacancies.

(2) Avoid the use of expensive registries by providing incentives for County nurses to work additional shifts.

(b) Definitions

(1) The extra shift premium is an additional hourly rate added to the nurse's base rate or overtime rate, as appropriate.

(2) For the purpose of determining eligibility for this program, worked hours include: jury duty, military leave, bereavement leave, holiday hours, vacation hours, comp time, and scheduled hours. Time that does not count as regular work hours include: Call back hours, sick leave, stand-by, voluntary furlough, educational

leave, and overtime hours worked to complete the work of one's scheduled shift. Nurses who are sick after working an extra shift premium shift, which results in working less than the required hours in the pay period, will not receive the extra shift premium.

(c) Applicability

All full-time, part-time and per diem Registered Nurses are eligible for this premium.

(d) Eligibility

(1) For full-time nurses:

A 12-hour shift nurse can work extra shift premium shifts after the nurse is scheduled for at least 72 hours per pay period.

An 8-hour shift nurse can work extra shift premium shifts after the nurse is scheduled for at least 80 hours per pay period.

(2) For part-time and per diem nurses:

A nurse can work extra shift premium shifts after the nurse is scheduled for at least 48 hours per pay period.

(3) If a nurse is mandatory furloughed or called off, the furloughed/called off shift will be counted as a scheduled shift.

(4) Extra shift premium shifts, which result in overtime, also shall receive the extra shift premium as applicable. For example, if a full-time nurse schedules an eight-hour shift after 80 scheduled hours in a pay period, the nurse shall be eligible for the extra shift premium in addition to eight hours of overtime pay.

Unscheduled sick leave for illness or other reasons will not be counted as scheduled work hours. Any sick time in a pay period will result in forfeiture of the extra shift premium unless the employee actually works the required hours in the pay period to become eligible. Employees who are sick after working an extra shift premium shift, which results in working less than the required hours will not receive extra shift premium.

If an employee has scheduled an additional shift, and the employee is sick for all or part of a shift during the pay period, the employee will not be eligible for extra shift premium until the employee has worked a sufficient number of hours to offset the absence due to illness. For example, if an employee is sick for an eight hour shift and has scheduled an extra shift of twelve hours, the employee shall be eligible for extra shift premium on the last four hours of the twelve hour shift. For example, if an employee is sick for an eight hour shift and has scheduled an extra

shift of eight hours, the employee shall be eligible for base and overtime pay, but shall not be eligible for extra shift premium.

(e) Extra Shift Premium

(1) The extra shift premium is $10.00 per hour.

(2) Extra shift premium shifts of 4, 8 or 12 hours or greater will be paid the extra shift premium for hours worked, rounded to the nearest one-tenth of an hour.

(f) Schedules

(1) "Extra shift is defined as an additional shift that has been identified in Clairvia as available for ESPP, or was verbally offered as ESPP by the Nurse Manager or House Supervisor, and was worked after the schedule has been posted. The extra shift premium is paid for pre-authorized additional shifts of at least 4 hours duration. A Director, Nurse Manager, or House Supervisor, at his or her discretion, may waive the four (4) hour requirement for ESPP payment.

(2) The Manager/Supervisor will post a list of available opportunity shifts and available ESPP shifts when posting the schedule in accordance with Article 5.2 of this Memorandum of Understanding. A Nurse will indicate availability in Clairvia within five (5) calendar days. In the event that there is more than one (1) Nurse available to work an extra shift, the work will be rotated in order of seniority, until such time as all the Nurses who volunteered have been given an opportunity to work. Assignment of volunteer extra work shift qualifying for ESPP will be posted on the master schedule and in Clairvia scheduler five (5) days in advance of the effective date of the schedule.

All identified "extra shifts" qualifying for ESPP not filled by the process in (f)(2) above, and any additional "extra shifts" identified after the final posting of the schedule will be granted to volunteers on a first come first serve basis. Any "extra shifts" not filled by Nurses from the department will be offered first to "outside departments" belonging to the same "like units", as defined in Article 14.2.2 of this Memorandum of Understanding.

In addition, all "extra shifts" offered by the Staffing Office, Manager, House Supervisor, or Assistant Department Manager within 72 hours of the shift will subject to the Extra Shift Premium.

(3) Management may designate in advance certain shifts to be split, whereby the extra shift premium would be paid for shifts of less than eight (8) hours, but must be at least four (4) hours. This provision is not intended to be utilized in situations where employees are required to work overtime as a part of their normal shift.

A nurse working an extra shift who is not needed on the unit she/he agreed to

work, may elect to float to a like unit in lieu of low census/furlough.

A nurse may be called off from working an extra shift if notified at least two hours prior to the start of the shift, in accordance with Section 14 of the Memorandum of Understanding.

4.12 Double Shifts

If a day shift nurse works a double shift onto the evening shift, the nurse will be paid the p.m. shift differential for the p.m. shift.

If a p.m. shift nurse works a double shift onto the night shift, the nurse will be paid the night differential for the night shift.

If management designates a shift to be split, whereby the nurse works less than eight hours, but at least four hours of the double shift, the regularly scheduled day shift nurse will receive the p.m. differential for the four hours and the regularly scheduled p.m. shift nurse will receive the night differential for four hours of the night shift.

5 DAYS AND HOURS OF WORK - OVERTIME

5.1 Work Week

Unless otherwise provided for in this Memorandum or in any Resolution or Board Order, the base compensation for employees shall be deemed to be compensation per bi-weekly pay period and is predicated upon a forty (40) hour work week. A bi-weekly pay period shall consist of eighty (80) working hours and the base compensation provided shall be payment in full for all services rendered to the county except as otherwise provided.

5.2 Working Hours

(a) In accordance with the Board of Supervisors' policy, a Department Head may change the working hours of individual employees to accommodate functional needs of the department so long as no change is made in the regular hours of the department. The County shall provide a minimum of one (1) full pay period notice to the effected employee prior to making changes to the employee's working hours. Changes in an employee's working hours shall not be arbitrary. The County and CNA agree that one of the factors to be assessed when involuntary changes an employee's working hours shall be seniority of the qualified employees.

(b) Time schedules and days off will be posted a minimum of fourteen (14) days in advance of said schedule in the unit in which the Nurse works.

5.3 Overtime

For the purposes of determining an employee's eligibility for overtime compensation, all

straight time hours on payroll except sick leave shall be considered "hours worked".

If, in the judgment of a department head or duly-authorized designee, work beyond an employee's normal work day or work week is required, the department head or designee may order such overtime work. If it is determined by the department head that mandatory overtime is required, the County shall ask for volunteers to fulfill the required overtime shift. If there are no volunteers, mandatory overtime shall be assigned on a rotational basis.

Except as provided in this Section, employees shall be eligible for overtime compensation when:

(a) An employee works in excess of the number of hours in his/her scheduled work day;

(b) An employee works in excess of eighty (80) hours in a bi-weekly pay period;

(c) An employee whose scheduled work week is five (5) scheduled eight (8) hour days in a calendar week of seven (7) days works more than forty (40) hours and five (5) days in a calendar week;

(d) An employee who works two (2) or more shifts in any twenty-four (24) hour period and is off duty less than eight (8) hours between shifts. In such case, the employee shall be compensated for any additional shift(s) in the same manner as for other overtime notwithstanding (b) and (c) above;

(e) An employee is required to work during a lunch period for which the employee does not ordinarily receive compensation.

5.4 Overtime Exception

Employees whose normal work week varies from the normal five (5) days in a calendar week of seven (7) days shall not be eligible for overtime compensation except as described in (a), (b), and (d) above.

5.5 Call-Back Overtime

5.5.1 Definition

Call-back overtime is defined as overtime required of an employee who, following completion of the employee's assigned work day, is notified to report back to duty. Contiguous overtime, or overtime assigned to be worked within one (1) hour after completion of the regular work shift, or overtime assigned by the department head or designee which is performed at a time convenient to the employee shall be excluded from the minimum unless such overtime is performed on a regular day off.

5.5.2 Compensation

An employee who performs call-back overtime shall receive credit for the actual time worked, but not less than four (4) hours credit each time the employee is called back. An employee who performs call-back overtime shall be compensated according to the provisions of Section 5.6.

5.6 Compensation for Overtime

Employees shall be compensated for overtime in accordance with their Group designation:

(a) Group 1 employees are those employed in classifications eligible for exemption from the overtime provisions of the Fair Labor Standards Act (FLSA) and designated by the Board of Supervisors to be salaried and, therefore, exempt from the overtime provisions of the FLSA. These employees may be required to periodically or routinely work long or irregular hours to fulfill the responsibilities of their positions. These employees are not eligible to receive overtime compensation or compensatory time off. However, in recognition of the sometimes long and irregular hours which these employees are required to work to accomplish program objectives, the County will provide paid administrative leave as follows:

(1) Each fiscal year, the Department Head shall grant ten days of administrative leave to eligible salaried employees.

(2) The benefits provided by this program are not related to hours worked nor subject to accrual, and under normal circumstances may not be carried over beyond the end of the fiscal year.

(b) Group 2 employees shall be compensated for overtime by either cash payment at the rate of one and one-half (1-1/2) times the employee's hourly salary (including applicable supplements) or by the accrual of compensatory time at the rate of one and one-half (1-1/2) times the overtime hours worked. The maximum compensatory time accumulation shall be eighty (80) hours and any additional overtime worked shall be compensated by cash payment at the rate of one and one-half (1-1/2) times the employee's hourly salary (including applicable supplements).

(c) Group 3 employees are those employed in grant positions and shall be compensated for overtime as provided in their contracts.

(d) Group 4 employees are those working in positions which have been found to be non-exempt from the overtime provisions of the Fair Labor Standards Act (FLSA). Group 4 employees shall be compensated for overtime worked in the same manner as Group 2 employees.

5.7 Meal and Rest Periods

5.7.1 Rest Periods

To help reduce nurse fatigue and improve patient health and safety and to promote

maximum productivity and morale, it is the policy of San Joaquin County that each employee shall be entitled to two (2) rest periods of fifteen (15) minutes each, during a regular eight (8) hour shift or three (3) rest periods of fifteen (15) minutes each, during a regular twelve (12) hour shift. Such rest periods are to be taken as nearly as possible in the middle of each four (4) hour segment of each employee's work day. Time allowed for rest periods may not be accumulated from one half of the workday to another, nor may rest periods be used to alter an employee's normal work hours and meal periods. A nurse who misses a rest period should contact the charge nurse or nursing supervisor to make accommodations for the missed rest period.

5.7.1.1 Meals

Each employee shall be entitled to one meal period not to exceed one half hour to be taken as nearly as possible in the middle of the shift.

5.7.2 Meals During Overtime

Meals which must be consumed on the job after the normal workday and while working in an overtime situation are not to be considered as an interruption of overtime work performed. The County shall neither pay for nor provide meals, nor is an employee who takes a break for a meal to be considered as being in a paid status. An employee, upon request, shall be allowed to take a thirty (30) minute meal break after two (2) hours overtime and every four (4) hours thereafter. The County retains the right to refuse requests for meal breaks in the event of emergency.

5.8 Alternative Schedules

5.8.1 Flex Hours

The County and CNA shall negotiate, on request, flex time schedules on a department by department basis. Such negotiations shall be conducted between CNA and the County's designated negotiator.

Flex time schedules are those alternate work schedules, including but not limited to a "4-10" plan or a "9-80" plan, which do not violate the Fair Labor Standards Act or Section 5.3. of this memorandum, unless otherwise agreed by the parties. No flex schedule arrangement shall be implemented until the County and CNA adopt a memorandum of understanding specifically setting forth provisions of the schedule with respect to overtime, holiday, sick leave and other affected benefits.

The County and CNA agree that when a written request for flexible work schedules is denied, the Appointing Authority or designee shall respond to the request in writing (within 14 days) stating the reasons for the denial.

Full-time Nurses, at the Hospital, who work six (6) twelve (12) hour shifts in a payroll period shall:

a) Maintain civil service status and all rights associated with civil service status.

b) Receive pay for seventy-two (72) hours of work in payroll period.

c) Receive overtime after twelve (12) hours in a workday or eighty (80) hours in a payroll period.

d) Receive retirement credit based on hours worked, subject to approval of the retirement system.

e) Eligible for Extra Shift Premium Pay (ESPP) in accordance with the existing ESPP program. Eligibility requirements continue as per the current MOU.

5.8.2 Job Sharing

Any regular, permanent full-time employee may agree to job-share a position, subject to approval by a Department Head and the Director of Human Resources. Part-time employees eligible for benefits are not eligible for job-sharing.

5.8.2.1 Conditions of Participation

(a) Employees must have permanent Civil Service status.

(b) Bi-weekly salary for job-sharing employees will be pro-rated. Pro-rated compensation will be based on each individual's step on the salary range.

(c) Vacation, sick leave, floating and regular holiday will be earned on a pro-rated basis.

(d) The dollar value of the County's contribution to health, dental and life insurance, and the retirement value for one full-time allocated position will be pro-rated.

(e) Employees participating in a job-share agreement will be treated as temporary employees for retirement purposes only.

(f) If a vacancy does not exist when an employee who is participating in a job-share arrangement wishes to resume full-time employment, the employee will be required to maintain job-share status until a vacancy in the appropriate classification occurs. Job-share participants will be entitled to the first vacancy that occurs in the appropriate classification in their department or may consider the transfer option to another County department. Participants will be notified prior to the implementation of a position freeze or if the position is to be filled.

(g) Workers' Compensation will be administered in accordance with the Labor Code of the State of California.

(h) Employees are eligible for overtime compensation only after 40 hours in a work week.

(i) Limits to trading time, coverage during illness or vacation, the work schedule and total hours each employee will work during a pay period, will be set by the Department Head.

(j) If one participant in the job-share agreement terminates employment during the agreement and a replacement cannot be found within a reasonable time period, the remaining employee will be required to return to full-time status.

(k) For the purpose of interpreting minimum qualifications for open or promotional exams, work experience during the period the employee is participating in the job share agreement will be calculated on a pro-rated basis.

5.9 Effect of Schedule Changes - SJGH

5.9.1 Operating Room

Employees working in surgery and anesthesia shall be insured eighty (80) hours of pay for eighty (80) hours of work in each bi-weekly pay period.

5.10 Jury and Witness Duty

5.10.1 Jury Duty

Any employee in this unit who is summoned for attendance to any court for jury duty shall be deemed to be on duty and there shall be no loss of pay, however any jury fees (excluding payment for mileage) received by the employee shall be paid to the County.

5.10.2 Witness Duty

Any employee who shall be called as a witness in a case arising out of and in the course of the employee's County employment shall be deemed to be on duty and there shall be no loss of pay. Any witness fees received by the employee shall be paid to the County together with any mileage allowed if the employee uses County-provided transportation. If such witness duty is performed on a day on which the employee would normally not be working, the employee shall be deemed to be on duty and shall be compensated for overtime as provided in Section 5.3. An employee called as a witness in any other matter shall be deemed off duty.

5.11 Reassignment

The County shall provide reasonable notice prior to an involuntary reassignment. Reasonable notice shall be defined as 14 calendar days unless County needs require more immediate reassignment, and, the notice shall be given to both the affected Nurse and CNA.

The County and CNA agree that one of the factors to be assessed when involuntarily reassigning an employee shall be the seniority of the qualified employees.

Any employee who is involuntarily reassigned may request to meet with the appointing

authority as to the reasons for the reassignment. The appointing authority or his/her designee shall meet with the employee within seven (7) calendar days of such request. If the meeting does not resolve the matter to the satisfaction of the employee, a written response will be issued, upon the request of the employee, by the appointing authority or his/her designee within fourteen (14) calendar days of such request.

5.11.1 Transfers/Position Posting

Consistent with County procedures and practices, the County agrees to post vacancies as transfer opportunities for a minimum of ten days.

The Nurse will receive a confirmed date by which the transfer will take place within 30 days of acceptance of his/her transfer request. The Nurse will not be expected to perform the duties of two positions concurrently.

5.12 Weekends

A weekend for day and evening shift nurses is defined as Saturday and Sunday. A weekend for night shift nurses is defined as either Friday and Saturday or Saturday and Sunday.

The County shall make every effort to grant each nurse at least every other weekend off, unless the Nurse requests to work every weekend and waives the requirement for every other weekend off. The waiver shall be in writing and will include the time period for which the waiver is in effect.

If a Nurse works a weekend shift on their off weekend, and has not completed a waiver, the Nurse will receive the extra shift premium.

6 SALARY ADMINISTRATION

6.1 Salary Upon Appointment

New employees shall be appointed at the first step of the salary range adopted for the particular class of position to which the appointment is made. The Board of Supervisors or such individual as the Board may designate, upon certification of the Director of Human Resources that recruiting difficulties exist, may provide that a particular allocated position be filled at a step above the minimum of the range commensurate with the qualifications of the prospective appointee which are above the minimum requirements set forth in the class specifications.

Whenever such allocated position is filled in this manner, all incumbents of allocated positions who have qualifications above the minimum set forth in the class specification in the same class earning less than the step in the particular salary range at which the new employee enters may be raised to that step or to a lower step in the range upon the request of an appointing authority and the recommendation of the Director of Human Resources and subject to approval of the County Administrator.

Notwithstanding other provisions of this memorandum regarding merit advancement days, the merit advancement of all employees in that class of position may be changed in order to retain equitable relationships as recommended by the Director of Human Resources and approved by the County Administrator.

6.2 Step Increases

6.2.1 Regular Employees

A regular employee shall be required to serve a merit advancement period of twenty-six (26) bi-weekly pay periods on each step of the salary range assigned to the classification of which the employee is an incumbent before becoming eligible for advancement to the next higher step. An employee shall not advance to the next higher step until the employee receives the affirmative recommendation from his/her department head and the employee's eligibility for advancement has been verified by the Director of Human Resources. An employee shall not advance to the next higher step if his/her overall performance is evaluated as less than satisfactory. Nothing in this Memorandum shall be construed to provide that step increases are automatic.

Advancement within a salary range shall not be made more frequently than once in any period of twenty-six (26) consecutive pay periods nor shall any employee advance more than one step within a salary range at one time except as provided in Section 6.1.above.

6.2.2 Part-Time Employees

Part-time employees as defined in Section 7 shall be eligible for step increases to a maximum of step E after serving a merit advancement period of 1,840 hours at each step. Computation of hours for advancement to step E shall be based upon a count of their hours from the time they attained step C.

6.3 Step Increases Withheld

Any step increase withheld because of administrative oversight or inadvertence shall be made retroactive to the normal effective date of the step increase.

Any step increase withheld for cause but, upon appeal, adjudicated in favor of the employee, shall be made retroactive to the normal effective date of the step increase or some intervening date determined by the adjudicating party. If the step increase is made retroactive to the normal effective date of the step increase, the employee shall retain the employee's current anniversary date. If some intervening date is determined by the adjudicating party, the employee shall not be eligible for the employee's next merit advancement for twenty-six (26) bi-weekly pay periods from the intervening date.

6.4 Salary Step on Promotion

An employee appointed to a position with a higher salary range shall have his/her salary adjusted to the first step of the new range or to the step in the new range which is at least 5% higher

than the salary the employee was receiving prior to the promotion, whichever is greater, provided that the new salary is within the new range. For the purposes of this Section, pay supplements which are a percentage of base salary (except above class pay, special assignment pay, or supplemental pay that carry over to the promotion class) shall be added to the pre-promotion base salary prior to determining the appropriate step in the new range. The effective date of the promotion shall become the new merit advancement date for the employee and he/she shall not be eligible to receive a merit step increase until fifty-two (52) weeks after such date.

6.5 Order of Adjustments

Whenever an employee is promoted and receives a range change or the employee's position is reclassified to a class having a higher salary range, on the employee's merit anniversary day the employee shall first receive the merit advancement increase to which he/she may be entitled and then receive such increases to which he/she may be entitled in the following order: salary adjustment, reclassification, promotion.

6.6 Salary Step on Demotion

If an employee is demoted to a position having a lower salary range because of lack of work or funds, or in the interests of economy, or for any reason other than discipline, the employee so demoted shall receive the next lower salary in the range assigned to the new position. The employee's merit anniversary date shall remain the same.

If an employee voluntarily demotes to a position having a lower salary range, the employee shall receive the salary in the new range which is equal to the salary in the prior position or, if none, the next lower salary in the range assigned to the new position.

6.7 "Y"-Rates

Whenever an incumbent of a Civil Service exempt position accepts a demotion for reasons other than a disciplinary action to a Civil Service classified position having a lower salary range, the Board of Supervisors may direct that the capital letter "Y" be set opposite the position to which the incumbent was demoted in the department budget and all payroll and other personnel records.

Whenever the effect of a reclassification is to place the incumbent in a Civil Service classified position having a lower salary range, the Board of Supervisors, upon the recommendation of the Civil Service Commission, may direct that the capital letter "Y" be set opposite the reclassified position in the department budget and all payroll and other personnel records.

Whenever the "Y" is set opposite a position, the incumbent shall continue to receive his/her previously authorized salary until termination of employment in the position, or until a higher rate of pay may be authorized, whichever comes first.

7 PART-TIME EMPLOYMENT

The following provisions shall only apply to part-time with benefits or Per Diem Registered

Nurses.

Part-time with benefits employees will receive fringe benefits which shall include health, dental, vision and life insurance; vacation, sick leave, holidays; and other benefits as described in Sections 2 and 3 of this Memorandum. Such employees shall be referred to as Part-Time Premium employees.

Employees who do not receive fringe benefits, shall receive pay in lieu of benefits as described in Section 4.1 of this memorandum. Such employees shall be referred to as Per Diem employees.

Effective the date of this Memorandum, at the time of hire, employees listed above shall either be offered benefits as Part-Time Premium or designated as Per Diem. Part-time Premium employees may not be required to change to Per Diem status. Part-time Premium employees who elect to change to Per Diem status may not re-enroll in benefits until the the employee has a formal status change.

A Part-Time Premium employee shall be scheduled to work no less than 41 hours in any given pay period and will receive pro-rated leave based on the hours scheduled and will receive the County's contribution for health benefits for that pay period even if the employee is later furloughed or otherwise told not to come in to work and does not actually work 41 hours in that pay period. An employee is considered to be scheduled for 41 hours if the schedule posted by the Department indicates that the employee is scheduled to work 41 hours in that pay period.

A Part-Time Premium employee who is not scheduled to work 41 hours in a pay period, according to the Department's schedule and who works fewer than 41 hours will not receive the County's contribution for health insurance. The employee will be responsible for paying the premiums necessary to continue their health, dental, vision and life insurance coverage. Specific arrangements for such coverage shall be made with the County Human Resources Division. Once the employee is scheduled 41 hours or more, the employee may return to fringe benefit status in accordance with County leave of absence provisions. A Part-Time Premium employee on an authorized leave of absence may maintain benefits coverage in accordance with the County provisions noted in Section 2.9 of this Memorandum.

Per Diem employees who meet the Affordable Care Act (ACA) stability period requirements may choose to receive medical plan coverage only (no dental and vision coverage). If the employee elects medical coverage, the employee will no longer be eligible to receive the pay in lieu of the benefits supplement as described in Section 4.1 while receiving the medical plan coverage.

Per Diem employees who choose to waive the medical plan coverage offering after the measurement period will continue to be eligible to receive pay in lieu of benefits. The County will clearly state, in writing to the employee, the above options and effects to the in lieu of benefits pay.

The County will provide to California Nurses Association with payroll data showing the number of hours worked, calendar-to-date, by part-time employees on the pay period closest to June

1 and December 1 of each year.

The County agrees that part-time employees in the Registered Nurses bargaining unit may apply for full time positions consistent with Civil Service Rules.

8 RETIREMENT

Unless otherwise stated, all statutory references in this section "8. Retirement" of this Memorandum of Understanding are to the California Government Code.

8.0 Retirement Tier and Eligibility

SJCERA Tier 1 - Employees who established and maintain membership in the San Joaquin County Employees' Retirement Association (SJCERA) prior to January 1, 2013, and other eligible employees as defined by law, participate in the defined benefit formula that was in place before January 1, 2013, hereinafter "SJCERA Tier I."

SJCERA Tier II - Employees who establish membership in SJCERA on or after January 1, 2013, who are subject to the provisions of the Public Employees' Pension Reform Act of 2013 (Article 4 (commencing with Section 7522) of Chapter 21 of Division 7 of Title 1 of the Government Code), hereinafter "PEPRA", participate in the defined benefit formula prescribed by PEPRA, hereinafter "SJCERA Tier II."

8.1 Retirement Formula

The County shall maintain the defined benefit retirement formula specified in Section 31676.14 (2% at age 55 ½) for General Members of SJCERA Tier I.

General Members of SJCERA Tier II participate in the defined benefit formula prescribed by Section 7522.20 of PEPRA (2.0% at age 62).

An annual cost of living adjustment of up to three percent (3%) shall be maintained in accordance with Section 31870.1 for monthly benefits payable by SJCERA to retired members of SJCERA (Tiers I and II) or their beneficiaries.

8.2 Retirement Age and Service

The provisions of Section 31672 permitting service retirement for members of SJCERA Tier I at age fifty (50) years with the completion of ten (10) years of service, as adopted by County Resolution R-72-1245, shall be maintained for employees who are members of SJCERA Tier I.

Section 7522.20 permits service retirement for General Members of SJCERA Tier II after five (5) years of service and upon reaching fifty-two (52) years of age.

8.2.1 Retirement Benefits – Final Compensation Calculation

For employees who are members of SJCERA Tier I, final compensation shall, as authorized by County Resolution R-71-2161 pursuant to Section 31462.1, be the average annual compensation earnable by the member in the twelve consecutive months elected by the member or, if no election is made, immediately preceding the member's retirement.

As required by Section 7522.32, for employees who are members of SJCERA Tier II, final compensation shall mean the highest average annual pensionable compensation earned by the member during a period of 36 consecutive months designated by the member or, if not designated, immediately preceding the member's retirement or last separation from service if earlier.

8.3 Retirement Contributions

Employees' retirement contributions to SJCERA shall be made on a pre-tax basis.

Tier I members contributions as determined annually by the plan actuary pursuant to Section 31621.3 for General Members of SJCERA Tier I and expressed as a percentage of payroll shall be known as the "Basic Member Contribution Rate." Effective January 1, 2018, employees who are members of SJCERA Tier I shall pay the Basic Member Contribution Rate applicable to their member category plus the increase in that rate as specified in Government Code Section 31631.5 (a) (1), not to exceed 50% of the normal cost of benefits.

Tier II members shall pay member contributions pursuant to Government Code Section 7522.30, which shall be at least 50% of normal cost as determined annually by the plan actuary and expressed as a percentage of payroll. The County shall not pay any of the required member contribution.

Employees who were General Members of SJCERA on March 7, 1973, and remained continuously in membership until having credit for thirty (30) or more years of service who, for that reason, are not making contributions to SJCERA, shall receive, in addition to their regular rate of pay, an amount equal to what their retirement contributions would be if they were still making such contributions. (Government Code Sections 31625.2 and 31664.1)

8.3.1 Retirement COLA Cost Share

In accordance with Section 31873, the contributions required for the normal cost of post-retirement cost-of-living adjustments shall be shared equally between the County and employees who are members of SJCERA.

8.4 Retirement - Sick Leave Conversion

A sick leave credit account shall be established for each employee who: (1) separates from employment and concurrently assumes a retired status, either deferred, service, or disability, in the San Joaquin County Retirement Association; (2) continues such employee's coverage under a County health insurance plan; and (3) has at least one hundred and sixty (160) hours of accumulated sick leave as of the date of separation.

Such account shall be credited upon separation with as many days of accumulated sick leave as the employee so chooses to pay the monthly health insurance premiums as well as the dental insurance premium for any dental plan offered by CNA. For the purposes of this Section, each eight (8) hours of sick leave is equal to one (1) day.

The account shall be eligible for use by the employee and the employee's dependents eligible under the plan, as of the effective date the retired employee is first paid a monetary retirement allowance by the Retirement Association and shall continue until such account is fully depleted, the employee ceases to be a member of the Retirement Association, or the employee and all the employee's dependents cease to be covered by the health insurance plan, whichever first occurs. Retirees who are on deferred status shall be eligible for health insurance coverage but may not utilize such account mentioned above until otherwise eligible.

The amount of credit allowed for each day of accumulated sick leave shall be calculated as follows:

The dollar value of the conversion shall be capped at $221.24 for each eight (8) hours of sick leave.

Pursuant to San Joaquin County Ordinance No. 4122, employees eligible for sick leave credit accounts under this section will be offered the opportunity to use accumulated sick leave for service credit under Government Code Section 31641.03 in lieu of a sick leave credit account.

Any employee hired after August 27, 2001 shall not be eligible for this benefit.

8.5 Retirement Death Benefits

The death benefits provisions of Section 31789.3 shall be maintained for employees who are members of SJCERA.

8.6 Retirement Information

Employees nearing retirement age who desire to discuss their retirement with SJCERA shall be allowed to do so on County time.

8.7 Retirement Buy Back

For employees who wish to purchase previous temporary San Joaquin County service under the provisions of Government Code Section 31641.5, the County shall assume responsibility for 50% of the amount of the contribution the employee is required to pay in order to be credited with such service. The amount assumed by the County shall not become part of the employee’s accumulated contributions and shall not be considered compensation for purposes of contributions to, or benefits from the San Joaquin County Retirement Association.

8.8 Post Employment Health Benefit Defined Contribution

Effective upon implementation of the Select and Premier Healthcare Plans the County agrees to make a post employment health benefit defined contribution in the amount of $400.00 annually on behalf of each full time County employee who has attained ten (10) or more years of San Joaquin County service.

9 TRAINING AND EDUCATION

9.1 In-Service and Job Related Training

Employees who participate in County-mandated supplemental education programs shall either be assigned to such programs during their regular working hours or be compensated for each hour spent participating in such programs at the applicable overtime rate in accordance with this memorandum.

Payment for mandatory certifications/re-certifications shall be as follows:

(a) A re-certification is "mandatory" when the County requires that the Nurse have the re-certification as a condition of employment for retaining the position. A "position" means the nurse's regularly assigned position. Examples of such certifications are ACLS (Advanced Cardiac Life Support), MICN (Mobile Intensive Care Nurse), PALS (Pediatric Advanced Life Support), and NRP (Neonatal Resuscitation).

(b) Nurses in positions requiring mandatory re-certifications will be paid in accordance with the first paragraph of this section.

(c) If a new mandatory certification requirement is imposed for existing positions, then for nurses already in those positions, the County will pay for the nurse to obtain the initial certification as well as to obtain mandatory re-certification while still in that position.

If the County is unable to provide the mandated supplemental education programs, certification programs, or re-certification programs described above, the nurse will be granted paid work time to attend such programs at another approved institution. In accordance with the Fair Labor Standards Act (FLSA), travel time, mileage and fees/tuition will be paid.

Upon the request of an employee, at the time the employee is originally appointed or promoted, the County shall make every effort to provide intensified orientation on specific job functions.

9.2 Driver Training

When requested, all County employees will participate in the County Driver's Training Program as a mandatory requirement of being an employee of the County.

9.3 Educational Reimbursement Program

In accordance with the County's Educational Reimbursement Program, eligible employees,

including part-time employees with benefits, may be reimbursed for career-related course work taken on the employee's own time. The minimum amount of reimbursement is $10.00 and the maximum is $850 per fiscal year; however, an employee enrolled in an approved degree program may be reimbursed up to $800 per semester for a maximum of $1600 per fiscal year.

The Educational Reimbursement Fund currently is $110,000 per fiscal year.

Specific details and conditions of participation are included in Section 1700 of the County's Administrative Manual.

10 EMPLOYEE SAFETY AND WORKER'S COMPENSATION

The County is committed to providing a safe and healthy work environment for its employees, including Registered Nurses, and further agrees to comply with all applicable local, state and federal health and safety laws and regulations regarding a healthy and safe work environment. In the event that safety laws and regulations differ from the language of this article, the higher standard shall be in effect.

10.1 Safety Equipment

The County shall provide employees with the proper and necessary equipment to perform all essential job functions, including but not limited to, PPE, safe patient lifting equipment, and safety prescription glasses (glasses only, not prescription examination) whenever safety glasses are required by the CAL/OSHA or other State or Federal regulation. The County will not provide replacements for broken lenses or frames unless such breakage is a result of an on-the-job accident. Safety equipment shall be maintained regularly to ensure proper functionality, equipped with all necessary items to function at all times, be kept in designated and convenient locations, and nurses shall be trained as required annually on the proper and safe use of applicable safety equipment.

10.2 Infections Diseases

The County will endeavor to protect nurses from infectious disease and hazardous substance exposure in the following ways:

a. The County shall provide protocols and personal protective equipment (PPE) based on the type and nature of the disease or substance.

b. The County shall engage in the Interactive Process with any nurse who reports an allergy or sensitivity associated with County-provided PPE to determine if there is a reasonable alternative.

c. The County shall provide training and education, as required, for all nurses who may be exposed to patients, their bodily fluids, or other potentially infectious or hazardous materials.

d. There will be additional training and education as needed based on new conditions

related to infectious diseases and other hazardous substances.

e. Consider suggestions from the PPC as to what modifications should be made in improving protections from infectious disease and hazardous substance exposure.

10.3 Safe Work Environment

The County and the Association agree that the workplace should be free from violent and/or aggressive behaviors. The County will provide a safe, healthy and secure workplace including a plan for controlling visitors, a rapid response team to deal with volatile situations, and visible security at all times.

1. The County will endeavor to protect nurses from workplace violence in the following ways:

   a. Make available to all nurses copies of the County Workplace Violence Plan and Policy.

   b. Provide training to all employees regarding the Workplace Violence Plan and Policy.

   c. Consider suggestions from the PPC as to what modifications should be made in improving the Workplace Violence Plan and Policy, local Workplace Violence prevention procedures, and/or training content.

2. In the event a nurse is injured during an incident of workplace violence, the County will immediately provide medical care/first aid to the injured nurse(s), if needed, and will take necessary safety precautions in accordance with state law and County policy.

10.4 Disputes Involving Safety Issues

It is the intention of the County to act affirmatively and swiftly to eliminate hazards in the workplace.

STEP 1. When an employee or CNA in good faith believes that an employee or employees are being required to work where a clear and present danger exists, the immediate supervisor will be notified. The supervisor will immediately investigate the allegation. The supervisor may check with a higher level of management, or departmental safety coordinator and thereafter direct the employee to either temporarily perform other duties or proclaim the situation safe and direct the employee to proceed with assigned duties.

If the employee or CNA continues to believe the condition presents a clear and present danger, the employee or CNA may proceed to STEP 2. If the employee believes there is an imminent danger the employee may proceed directly to STEP 3.

STEP 2. When an employee or CNA is not satisfied with the decision at STEP 1, the

employee or CNA may submit the issues to the Department Head, and the Professional Performance Committee. The Department Head or designee shall issue a written response to the alleged clear and present danger within five (5) calendar days after receipt of the request to review the issue. If the issue is brought to the PPC, the PPC shall have access to review the safety concern in its entirety prior to providing a recommendation to the County or response to the employee.

STEP 3. If the employee or CNA is not satisfied with the decision rendered by the department head or designee, or where the employee believes there is an imminent danger, the issue may be submitted to the County Risk Manager. Within five (5) calendar days the County Risk Manger shall respond in writing to the issue.

STEP 4: If the issue is not resolved at the third level of this procedure, the employee or CNA may appeal to the Board of Supervisors who may hold a hearing in accordance with the Complaint Procedure STEP 4 (Section 17) of this memorandum.

The parties shall endeavor to expedite this process. With the mutual consent of the parties, any step of this process may be waived or time extended.

10.5 Physical Examinations

Employees required to take physical examinations to maintain licenses or employment with San Joaquin County shall be given physical examinations at San Joaquin General Hospital at no cost to the employee. The County will not pay for any examinations not given at San Joaquin General Hospital.

10.6 Worker's Compensation

The waiting period for employees disabled out of or in the course of employment before an injured employee may begin collecting temporary disability payments shall be three (3) days. Such days shall be charged against sick leave or other applicable accrued leave time unless the employee is hospitalized as a result of the disability or the disability last for more than seven (7) days.

Employees who are receiving temporary disability indemnity payments under Division 4 or Division 4.5 of the Labor Code shall accumulate vacation (including seniority credit for the purposes of vacation accrual under Section 3.1), holidays and sick leave during such period of time that they are drawing such temporary disability indemnity. The County shall continue to provide health, dental, vision, and life insurance plan coverage for such employees as if they were on payroll as regular employees.

10.7 Worker's Compensation Leave

Notwithstanding other provisions of this Section, an employee who is disabled as a result of an injury or illness arising out of and in the course of employment and has been approved for Worker's Compensation benefits, shall be placed on temporary disability status until a ruling is made that recovery from disability is sufficient to release the employee. In such cases, further interactive process is needed should a permanent disability be established.

11 EVALUATIONS AND PERSONNEL FILES

11.1 Employee Performance Evaluations

Any employee performance evaluation shall be prepared by the employee's supervisor who has the responsibility and authority to prepare such reports.

An RN’s nursing competence, however, shall only be evaluated by another RN who is competent in that same area of nursing practice.

Employee performance evaluation reports shall be discussed with the employee prior to finalization of each category of the report.

An employee will receive an appointment with his/her department's reviewing officer to discuss the evaluation by signing the evaluation form in the space provided. Each department shall make a reasonable effort to ensure that the reviewing officer for this purpose has not been a party to the preparation of the evaluation. In no case shall the reviewing officer sign the evaluation form until a review has occurred.

Any regular or special evaluation with a rating of "unsatisfactory" shall include plans for employee development. Except in cases of termination, release from probation, or leave of absence, employees who receive an unsatisfactory performance evaluation must receive a follow-up evaluation. The follow-up evaluation shall cover a period of time no greater than ninety (90) calendar days from the date of the final review of the initial unsatisfactory evaluation.

An employee shall have the right to submit written comments regarding any evaluation and to have such comments included in his/her personnel file along with the evaluation.

11.1.1 Performance Evaluations and Workload

The County and CNA agree that one of the factors to be considered when completing Employee Evaluations will be increased workload given to the employee since the last evaluation.

11.2 Probationary Evaluations - Notice

For the purposes of the initial probationary period only, an employee who fails to complete probation and is released from probationary status within two weeks of the end of the probationary period shall be paid regular salary for the hours the employee would have been scheduled between the release date and the end of the probationary period.

11.3 Employee Personnel Files

Employees shall have the right to review and at their own expense obtain copies of their County official personnel files and any on-site personnel files kept by Human Resources at the local level. An employee's representative may inspect the contents of an employee's personnel files upon

signed, dated authorization by the employee. Authorization shall be valid for sixty (60) calendar days from the date of signature.

The County reserves the right to withhold from employee review reports of an employee's pre-employment physical examination, records of an employee relating to investigation of possible criminal offense or other legally privileged records.

Employees shall be given an opportunity to read and initial any report to be added to their personnel files, but an employee shall not be required to sign any such report. An employee's signature on a report shall be understood to be acknowledgment of receipt and shall not be construed as agreement or disagreement with its content. If the employee refuses to sign any report, a notation to that effect may be entered on the document. A copy will be provided to the employee upon request.

An employee shall have the right to submit written comments regarding any document in his/her personnel file and to have such comments included in his/her personnel file along with the document.

11.4 Letters of Reprimand

An employee has the right to request in writing that a letter of reprimand be removed from the employee's personnel file if two years have elapsed from the date of reprimand and there has been no recurrence of the issue contained in the reprimand.

If the reprimand is in the department or division personnel file, the request must be directed to the department head or designee. If the reprimand is in the central Human Resources Division files, the request must be directed to the Director of Human Resources. The department head or designee, or the Director of Human Resources, whichever is appropriate, shall review the request and, within fourteen (14) calendar days render a decision on the request. The decision of any of the above individuals shall be final.

12 EMPLOYEE LIABILITY

A County employee's liability for acts or omissions within the scope of employment is established by Article 3, Division 3, of Title 1 of the Government Code of the State of California. Indemnification and defense of County employees, for claims against them arising out of acts or omissions within the scope of their employment, are set out in Article 4, Division 3.6 of Title 1 of the Government Code of the State of California.

The County and County employees recognize their respective rights and obligations under these provisions of these laws as they exist at this time and as they may be amended or given final, binding judicial interpretation.

13 EMPLOYEE PROPERTY AND EQUIPMENT

13.1 Replacement of Damaged Property

Except for loss or destruction to currency, the County may provide for the payment of the cost of replacing or repairing property or prostheses of an employee, such as eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by the employee when any such items are lost or damaged in the line of duty without fault of the employee. If the items are damaged beyond repair, the actual value of such items may be paid. The value of such items shall be determined as of the time of the loss or damage. The Board of Supervisors delegates to the County Administrator the authority to grant or deny claims which do not exceed $500.

14 LAYOFFS

14.1 Notice

Any permanent County employee who is a member of the County's Merit System and who is to be laid off or dismissed for other than disciplinary reasons shall be given fifteen (15) calendar days notice, such notice shall also be provided to CNA. This provision does not apply to probationary, provisional, or temporary employees. Nothing contained herein shall be deemed to require the County to pay an employee except for services rendered.

14.2 Short-Term Staff Reductions - SJGH

The need for short-term reductions in temporary or regular staff within San Joaquin General Hospital will be determined by the Director of Nursing and/or the Deputy Directors of Nursing and will be based on patient census/staffing considerations within each division. Within the Nursing Division, such determination will be made in conjunction with discussions with Nursing Administration, including, as appropriate, the Director of Nursing, Deputy Directors of Nursing, or Nursing Department Managers responsible for shift management.

For those Nursing Division units listed below, unit staff reductions will not reduce staffing levels below the minimums indicated unless such unit is closed. For all other Nursing Division units, staff reductions will occur as dictated by patient census/staffing needs.

Unit	Minimum Staffing Levels Per Scheduled Shift
ICU/CCU	2 (2 RN)
OR/Recovery	2 (2 RN)
Anesthesiology	1 (CRNA)
Emergency Room	3 (3 RN)
Intensive Care Nursery	2 (2 RN)
Nursery/Post Partum	3 (3 RN)

Labor and Delivery	2 (2 RN)
Dialysis	2 (2 RN)
Med/Surg	2 (2 RN)
All others	10 RN

As necessary, consolidation of Nursing Division units may occur.

For the purposes of short-term staff reductions, individual seniority will be determined on the basis of continuous County service in accordance with Civil Service Rule 17. However, short-term staff reductions shall be determined on a division by division basis except that in the Nursing Service Division, they will be determined on a work-unit by work-unit basis. Reduction in staff in one division or unit shall not affect employees working in another division or unit. If consolidation of units has occurred, seniority lists for those units shall also be consolidated. Any reductions in staff will occur by class and will affect part-time employees first, then regular employees in accordance with seniority criteria spelled out in Civil Service Rule 17, except that employees in a higher class may not displace employees in a lower class. Minimum staff maintained in any one Nursing Division unit (or consolidated unit) will retain their seniority within that unit (even if floated out) and will not cause or be affected by short-term reductions in any other unit.

When the need for a reduction in staff is determined in advance of a shift, affected employees will be so notified as early as possible, but at least within one and one-half (1-1/2) hours prior to their shift start time.

When the need for a reduction in staff occurs between one and one-half 1-1/2 hours prior to an employee's shift or after the employee has started work, the affected employee(s) will be so notified within three (3) hours after starting the shift and will be allowed to work one-half of the shift.

Any employee affected by a short-term layoff may request additional time off in conjunction with the layoff. Such requests will be considered and may be granted subject to staffing considerations.

Employees affected by short-term reductions in staff will be charged with administrative leave (if applicable) and then, at the employee's option, with accrued compensatory time, holiday time, or vacation time except that any employee affected by short-term reduction in staff may retain up to eighty (80) hours of accrued leave time or enough time to cover a previously approved vacation, whichever is greater.

Employees affected by short-term reductions in staff will be considered laid off until patient census/staffing needs warrant their return to duty. Such employees will be responsible for calling the department on each day they are scheduled to work subsequent to layoff to find out if they are to come back to work. Such call-ins must be made no later than 1-1/2 hours before the scheduled start time for day and p.m. shift employees and no later than 6 hours before the scheduled start time for

night shift employees. Night shift employees who call in on any given date and are advised not to return to work may call again, within 1-1/2 hours of their shift start time to determine if staffing needs have been changed and if they may return to work. In the absence of such requests, the hospital will call people back in reverse order of the reduction to assure appropriate staffing.

14.2.1 Low Census Program

Fluctuations in patient census may lead to an occasional need for reduced staff at San Joaquin General Hospital. To avoid imposing actual short-term reductions in staff and yet to accommodate the lower staffing needs, the Hospital Director or designee may furlough any regular or contract employee (full time or part time Nurse with benefits) for up to thirty six (36) hours during any fiscal year. The following conditions will govern the furlough program:

(a) Furloughs will depend on patient care needs, skill levels of personnel, and kinds of staffing levels required for safe patient care as determined by the Hospital Director or designee.

(b) Furloughs may be determined on a shift, hourly, or unit basis and may result in the temporary reassignment of remaining staff for the remainder of that shift.

(c) Seniority and employment status will not be factors in the scheduling of furloughs, except that, subject to the provisions of 1.

(d) The Department will make every attempt to seek volunteers before imposing mandatory furloughs.

(e) Call off order – Should conditions exist for fuloughing, after considering the staffing needs of the cluster, scheduled nurses will be called off in the following order in the affected unit on the affected shift.

1. Travelers, contract nurses, and registry nurses
2. Volunteers
3. Nurses on overtime
4. Per diem nurses on a rotational basis
5. Part time nurses on a rotational basis
6. Full time nurses on a rotational basis

(f) Advance notice, to the extent allowed by patient care needs, will be provided to employees being furloughed. Reasonable effort will be made to notify employees at least two (2) hours prior to the start of each shift.

(g) If an employee is notified that he or she is being furloughed and is then asked to report to work for the same shift, the employee will be guaranteed a full shift whether or not the employee works a full shift. Such an employee may not be ordered to return to work, and not required to be available if called.

(h) Individual employees will not be furloughed more than once in any given pay period unless the employee so requests.

(i) Every attempt will be made to assure that furloughed employees receive their regularly scheduled days off. If low census conditions change during the pay period in which the furlough occurred, the employee may volunteer to make up the furloughed day on a scheduled day off at straight time. If, however, an employee is required to work on a regular day off in that pay period, the employee will be guaranteed overtime pay.

(j) Regular employees affected by furloughs will maintain full seniority for retirement and lay-off purposes.

(k) Regular employees and part-time employees with benefits so affected will accrue sick leave and vacation benefits as though the furlough had not occurred.

(l) No furloughed employee, regardless of the number of hours furloughed, will lose medical, dental, or vision benefits as a result of being voluntarily or involuntarily furloughed.

(m) Employees at the Hospital who volunteer to accept any furloughs shall be treated under provisions of 14.2.1 rather than the leave of absence provisions.

(n) Employees who are at work and are sent home on furlough will get paid a minimum of half of their scheduled work shift.

(o) Nurses who are furloughed may use up to 24 hours of vacation, compensatory time off or holiday hours to equal a full shift's pay.

14.2.2 Floating

In order to improve patient care, it is the intent of the parties to minimize the incidence of floating staff from their regularly assigned unit.

(a) Order of Floating

When float pool staff are unavailable, nurses shall float from their home units in the following order:

(1) Volunteers
(2) Registry, travelers and outside contract nurses
(3) Bargaining unit nurses, in rotational order

(b) Like Areas

Mandatory floating only shall be to a "like area." "Like areas" are defined as:

1. L&D, NBN, PP
2. PP, PEDS, NBN
3. NICU, PEDS, NBN
4. PEDS, PP, NICU, NBN
5. ICU, 2C, M/S (including guarded medical unit)
6. ER

No one will be floated to the guarded medical unit without training.

Any nurse may volunteer to float to an area outside of the "like floating grid" by informing the charge nurse, nursing supervisor, nursing department manager, etc.

A volunteer nurse who volunteers to float to an area outside of the like floating grid shall be paid a floating differential of $5.00 per hour.

(c) Competency

It is the RN's responsibility to determine whether she/he is clinically competent to perform the nursing care required on the new unit or with the new patient population. If the RN is not clinically competent to perform the care, she/he should not accept the patient care assignment. The RN may accept a limited assignment of nursing care duties, which utilize his/her currently existing clinical competence.

Registered nurses who may be temporarily re-directed (floated) are required to undergo the process of competency validation for their assigned patient care unit. In accordance with Title 22 and the Nursing Practice Act,

(1) The Nurse shall be assigned only those duties and responsibility for which competency has been validated.

(2) The RN who has demonstrated competency for the patient care unit is responsible for planning and implementing the patient care, providing clinical supervision and coordinating the care given by LVNs and unlicensed nursing personnel, and for assigning a RN resource nurse for RNs and LVNs who have not completed the competency validation for the unit; and

(3) RNs who have not completed the competency validation for the unit cannot be assigned total responsibility for patient care including duties and responsibilities for planning and implementing patient care, and providing clinical supervision and coordination of care given by LVNs and unlicensed nursing personnel, until all the standards for competency for that unit have been met.

Staff will not float to more than one area during any one shift.

All efforts shall be made to return the floated staff member to his/her home unit in the event the home unit's patient care need increases to the point where additional staff is required.

The Charge Nurse of the receiving unit will review the assignment with the Nurse to assure that the assignment is consistent with the Nurse's abilities.

A copy of the unit orientation and expectations will be provided to the floated nursing staff member upon arrival to the unit.

Any nursing staff member who is floated to another area is expected to immediately share any concerns about his/her assignment or about quality of the care being provided with the appropriate person (Charge Nurse, Nursing Department Manager, Shift Supervisor, etc.).

14.2.3 Seniority

In making management decisions regarding reassignments, work schedules and vacation schedules, several factors are considered. Those factors include, but are not limited to, patient care issues, staffing issues and minimizing overtime costs. In addition to these factors the County agrees that seniority shall also be a consideration in making such decisions.

14.3 Use of Registry, Traveler or Registry Contract Nurses

Registry, traveler or registry contract nurses will be cancelled before bargaining unit nurses at straight time or overtime. However, a bargaining unit nurse can volunteer to be canceled. The term “canceled” is synonymous with “low census” or “furlough”.

15 SUBSTANCE ABUSE REFERRALS

California Nurses Association acknowledges the right of Department Managers (at the Middle Management level and above) to refer employees suspected of being under the influence of alcohol or drugs while on duty to San Joaquin General Hospital (Satellite Clinic or Employee Health Services) or to other physicians to be evaluated as to their ability to perform their job. In acknowledging this right, the Association does not relinquish its right of individual employee representation or to challenge managers who use this provision without direct observable behaviors to support the referral.

The County shall offer training to Department Managers to aid in their detection and evaluation of behaviors which may lead to a referral. The County shall report to CNA, on a statistical basis, the results of referrals of employees so long as employee and patient confidentiality are not violated.

The County and CNA jointly recognize the value of the County's Employee Assistance Program in the evaluation and resolution of employee problems associated with substance abuse.

16 GRIEVANCE PROCEDURE

16.1 Definitions

Grievance: An alleged violation of a specific rule or regulation contained in the Civil Service Rules of San Joaquin County or in department rules.

Day: Calendar day(s)

Complaint: A dispute concerning the interpretation or application of ordinances, resolutions, policies, procedures or agreements, including memoranda of understanding. See Section 17 of this Memorandum.

Safety Issues: Disputes involving safety violations. See Section 10.4 of this Memorandum.

Disciplinary Actions: See Section 19 of this Memorandum.

16.2 Purpose/Rights

It is the intention of this procedure to resolve all issues at the lowest supervisory level possible. The employee has the right to representation at any and/or all steps of the procedure.

CNA may file and process grievances on behalf of employees, but the grievants must be identified by name if necessary to the processing of the grievance.

16.3 Filing Deadline

Grievances filed under this Section should be initiated within thirty (30) days from the time the employee knew or had reason to know of the facts giving rise to the grievance.

16.4 Grievance Processing

STEP 1: Any grievance shall be discussed with the employee's immediate supervisor. If the issue is not resolved at the supervisor's level within fifteen working days from the day of presentation, the issue may be processed to the second step. If the department head is the immediate supervisor, the grievance shall be in writing and contain the information specified in Step 2 below.

STEP 2: If the grievance is not resolved at Step 1 of this procedure, then the grievance may be filed with the appointing authority or designee. The grievance must be in writing and must be filed within twelve (12) days of the response from Step 1 or from the date when such response was due. The grievance must state: (1) the specific rule or regulation which is alleged to have been violated, (2) the statement of facts comprising the violation, (3) the requested remedy. The appointing authority, or designee shall have fifteen working days in which to investigate the issues and respond in writing to the grievance. NOTE: If the immediate supervisor, in Step 1 of this process, is the appointing authority or designee, Step 2 may be bypassed; however, the grievance must be in writing as specified above.

STEP 3: Within twelve (12) days of the receipt of the written response or date when the written response was due from the appointing authority or designee, the employee or representative may file the grievance with the County Administrator or designee. The grievance must be in writing

and contain the information specified in Step 2 above. The County Administrator or designee shall have twenty-five days from receipt of the grievance in which to investigate the grievance and issue a written response.

STEP 4: Within twelve (12) days of receipt of the Step 3 response, or from the date when written response was due, the grievant or representative may appeal in writing, to the Civil Service Commission. The Commission, at its next regular meeting, shall take the request under advisement and may schedule a hearing if requested as soon as practicable. Following any hearing, the Commission shall issue written findings and decisions which shall be final and binding.

All grievances shall be presented and acted upon in a timely manner. However, with the mutual consent of the parties, the time limitation for any step may be extended.

17 COMPLAINT PROCEDURE

17.1 Definitions

Complaint: A dispute concerning the interpretation or application of ordinances, resolutions, policies, procedures or agreements, including memoranda of understanding.

Day: Calendar day(s)

Grievance: An alleged violation of a specific rule or regulation contained in the Civil Service Rules of San Joaquin County or in department rules. See Section 16 of this Memorandum.

Safety Issues: Disputes involving safety violations. See Section 10.4 of this Memorandum.

Disciplinary Actions: See Section 19 of this Memorandum.

17.2 Purpose/Rights

It is the intention of this procedure to resolve all issues at the lowest supervisory level possible. The employee has the right to representation at any and/or all steps of the procedure.

CNA may file and process complaints on behalf of employees, but the complainants must be identified by name if necessary to the processing of the complaint.

17.3 Filing Deadline

Complaints filed under this Section should be initiated within thirty (30) days from the time the employee knew or had reason to know of the facts giving rise to the complaint.

17.4 Complaint Processing

STEP 1: Any complaint shall be discussed with the employee's immediate supervisor. If the

issue is not resolved at the supervisor's level within fifteen working days from the day of presentation, the issue may be processed to the second step. If the department head is the immediate supervisor, the complaint shall be in writing and contain the information specified in Step 2 below.

STEP 2: If the complaint is not resolved at Step 1 of this procedure, then the complaint may be filed with the appointing authority or designee. The complaint must be in writing and must be filed within twelve (12) days of the response from Step 1 or from the date when such response was due. The complaint must state: (1) the specific policy, ordinance, resolution, procedure, or agreement which is alleged to have been violated, (2) the statement of facts comprising the violation, (3) the requested remedy. The appointing authority, or designee shall have fifteen working days in which to investigate the issues and respond in writing to the complaint. NOTE: If the immediate supervisor, in Step 1 of this process, is the appointing authority or designee, Step 2 may be bypassed; however, the complaint must be in writing as specified above.

STEP 3: Within twelve (12) days of the receipt of the written response or date when the written response was due from the appointing authority or designee, the employee or representative may file the complaint with the County Administrator or designee. The grievance must be in writing and contain the information specified in Step 2 above. The County Administrator or designee shall have twenty-five days from receipt of the complaint in which to investigate the complaint and issue a written response.

STEP 4: Within twelve (12) days of receipt of the Step 3 response, or from the date when written response was due, the complaint may be filed, in writing and containing the information specified in Step 2 above, with the San Joaquin County Board of Supervisors for resolution by means of a hearing, the time and date of which shall be set by mutual agreement of the parties involved. Prior to submission to the Board, the parties may mutually agree to submit the complaint to a third party intervenor for review and recommendation on the resolution of the complaint, in accordance with Section 6 of the San Joaquin County Employer-Employee Relations Policy. The decision of the Board is final and binding.

All complaints shall be presented and acted upon in a timely manner. However, with the mutual consent of the parties, the time limitation for any step may be extended.

18 ADVISORY ARBITRATION

As an alternative procedure for the resolution of impasses, the County and CNA may, upon mutual agreement, including agreement as to procedure, submit matters in dispute in the course of the meet and confer process to advisory arbitration. Further, disputes arising in a context other than the meet and confer process, e.g. disputes relating to administration of this Memorandum, to formal complaints, to interpretations of codes, resolutions, Board Orders, and ordinances dealing with employee rights and benefits shall, upon mutual agreement, be processed through an impasse procedure. Neither this Section nor the exercise of the option to utilize an impasse procedure shall be deemed as making any matter which is reserved to the County as a right of management in the Employer-Employee Relations Policy a matter subject to the meet and confer process.

19 DISCIPLINARY ACTIONS

19.1 Applicability

These procedures are not applicable to temporary, contract or probationary employees except as specified in Section 19.8.

To initiate disciplinary action against a permanent, Civil Service employee, the appointing authority must follow the provisions of Civil Service Rule 18. The appointing authority must submit to the employee a written notice of intent to take disciplinary action and file a copy with the Human Resources Division. The notice must state specifically the reason(s) for the action and explain the employee's "Skelly" rights of appeal.

19.2 Request for Hearing

The employee may appeal the proposed action and request a hearing by responding in writing to the appointing authority within seven (7) calendar days of receipt of the notice. Upon receipt of a timely response, the appointing authority shall schedule and conduct a "Skelly" hearing as soon as possible.

19.3 Rights of Access

The employee shall be given access to copies of all materials supporting the proposed action and shall be provided with copies upon request.

19.4 Representation

The employee may be represented at the hearing by a representative of the employee's choice.

19.5 Conduct of Skelly Hearing

The appointing authority shall be the hearing officer at the informal "Skelly" hearing. Upon consideration of all materials and discussions presented at the hearing, the appointing authority may determine to uphold, modify, or revoke the proposed disciplinary action.

19.6 Order of Disciplinary Action

If the employee does not respond to the notice of intent within the prescribed time limits, or if, after hearing, the appointing authority determines that disciplinary action is appropriate, the appointing authority shall submit to the employee a written order of disciplinary action. The order shall state the proposed action, the reasons for the action, and the employee's rights of appeal.

19.7 Appeal of Order of Disciplinary Action

The employee, within seven (7) calendar days after the order is furnished to the employee, may appeal the order in writing to the Director of Human Resources. The employee, in making the

appeal, shall designate in writing whether the matter will be heard by the Civil Service Commission or whether the matter will be submitted to binding arbitration. In accordance with the provisions of Civil Service Rule 18, selection of one appeal method shall exclude the possibility of appeal through the alternate procedure on the same issue.

Appeal and arbitration hearings shall be conducted in accordance with Civil Service Rule 18.

19.8 Just Cause Rights - Part-Time Employees

19.8.1 Applicability

These procedures are applicable only to employees in this bargaining unit who have part-time status at San Joaquin General Hospital.

To initiate dismissal against such a part-time employee, the Hospital Director must submit to the employee a written notice of intent to dismiss, and file a copy with the Human Resources Division. The notice must state specifically the reason(s) for the intended action and explain the employee's "just cause" rights.

19.8.2 Request for Hearing

The employee may appeal the proposed action and request an informal hearing by responding to the appointing authority within seven (7) calendar days of receipt of the notice. Upon receipt of a timely response, the Hospital Director, or designee, shall assure that an informal, just cause hearing is scheduled as soon as possible.

19.8.3 Rights of Access

The employee shall be given access to copies of all materials supporting the proposed action and shall be provided with copies upon request.

19.8.4 Representation

The employee may be represented at the just cause hearing by a representative of the employee's choice.

19.8.5 Conduct of the Just Cause Hearing

If the employee does not directly report to the Director of Nursing, the Director of Nursing shall be the hearing officer at the informal hearing. If the employee reports to the Director of Nursing, the Hospital Director shall be the hearing officer. Upon consideration of all materials and discussions presented at the hearing, the hearing officer may determine to uphold, modify, or revoke the proposed dismissal.

19.8.6 Order of Dismissal

If the employee does not respond to the notice of intent within the prescribed time limits, or if, after hearing, the Director of Nursing or Hospital Director determines that dismissal is appropriate, the Hospital Director shall submit to the employee a written order of dismissal. The order shall state the effective date, the reasons for dismissal, and the employee's right, if any, to appeal the action further.

19.8.7 Appeal Rights

The employee may appeal the action as far as the Hospital Director. The decision of the Hospital Director shall be final.

20 PROFESSIONAL PERFORMANCE COMMITTEE

Professional Performance Committees (hereafter referred to as the Committees) shall be established in the Hospital, Public Health, Corrections, Mental Health and Ambulatory Nursing.

20.1 Intent

Health Care Services (HCS) and the Hospital recognize the responsibility of the Committees to recommend measures objectively to improve patient care and nursing practice.

20.2 Composition

Each Committee shall be composed of five (5) Registered Nurses employed in their respective work areas and covered by this Agreement, except the Hospital Committee, which may have up to ten (10). Members of the Registered Nurse Representation Unit shall select the Committee members. CNA shall notify management of the composition of the committees.

20.3 Regular Meetings and Minutes

(a) Each Committee shall schedule regular meetings. Employees will not be compensated for attendance outside their scheduled work shift.

(b) Each Committee shall prepare an agenda and keep minutes of all regular meetings, including a roster of attendance and length of meeting, copies of which shall be provided to a manager/administrator designated by HCS or the Hospital. The meeting time is limited to eight (8) hours approximately every six weeks unless approved in writing by Nursing Administration at least three days in advance. The Committee will provide Nursing Administration an annual meeting schedule each December for the upcoming calendar year. Any changes to the schedule will be announced with as much advance notice as possible but will be no less than 14 calendar days.

(c) Each Committee shall schedule regular meetings with a manager/administrator designated by the County. These meetings shall occur at least quarterly. Members of the Committee may attend these meetings on County time unless such meetings occur

after their regular shift or on a scheduled day off. Such meetings shall be scheduled so as not to conflict with the normal routine.

(d) CNA staff representatives may attend such meetings on an advisory basis.

20.4 Objectives

The objectives of each Committee shall be:

(a) To consider constructively the professional practice of registered nurses.

(b) To work constructively for the improvement of patient care and nursing practice.

(c) To recommend to HCS and the Hospital ways and means to improve the quality of patient care.

(d) To make recommendations to HCS and the Hospital where, in the opinion of the Committee, a critical nurse staffing shortage exists.

(e) To assist administrative directors of nursing in each division of HCS and the Hospital in the determination of needs for in-service and continuing education programs, and to make recommendations and assist in the formulation, development, presentation, and assessment of such programs.

(f) To review issues related to appropriate patient care during meal and rest periods.

(g) To review issues related to Lift Teams.

20.5 Meeting Facilities

Each Committee shall be permitted to use HCS or other County premises for meetings of the Committee, provided sufficient advance request for meeting facilities is made to HCS or the Hospital and space is available.

20.6 Special Meetings

HCS or Hospital administration may request special meetings with a Committee.

20.7 Written Responses

HCS or the Hospital shall provide a written response to any written recommendations received by a committee within fourteen (14) calendar days of receipt of the recommendations.

20.8 Labor Management Committee

(a) Except as provided below in paragraph (b), the subject matter of these committees

will not include matters that normally belong within the scope of the complaint procedure or grievance procedure outlined in this agreement. These committees are advisory only and the issues before the committees are not subject to appeal through the complaint or grievance procedures.

(b) The PPC agenda will include labor management issues as needed. When Labor Management is scheduled for the PPC, the County may have a representative from Human Resources present in addition to the Nursing Administration representatives. Labor/Management shall be limited to no more than one hour during the scheduled PPC time and shall not reduce the current time available for Nursing Administration to be present at the PPC to address other agenda items.

20.8.1 Staffing and Staffing Issues

It is understood by the parties that the County's intent is to provide safe quality care to the members of the community it serves. It is further understood that Registered Nurses working in the various County Health care facilities are committed to delivering such quality care.

Accordingly, the parties agree that a Nurse shall not be required to practice in any manner which is inconsistent with the above or which places the Nurse's license in jeopardy. In the event that a nurse feels that he or she is being required to practice in a manner inconsistent with the above due to staffing concerns, that Nurse shall contact the nursing supervisor/staffing office to report the concern and to seek direction and support. In addition to notification to the nursing supervisor and staffing office the nurse may file a "An Assignment Despite Objection" form found in Appendix D of the MOU. The County recognizes the Association's process of encouraging any nurse to complete an ADO (Assignment Despite Objection). Upon receipt of that form the nurse manager shall complete an investigation and respond to the concern in writing within ten working days. A copy of the response will also be forwarded to the Professional Performance Committee and/or labor representative. The management response form is included as Appendix D of this Agreement. In the event that the nurse is not satisfied with the response he or she has the right to appeal the decision/response of the nursing manager to the Director of Nurses or designee. The Director of Nurses or designee will meet with the nurse and other impacted or affected staff to review the staffing process to ensure that complete feedback and follow-up is occurring.

Throughout any shift the charge nurse will be available as a resource to the nursing and assistive personnel on that shift. Effective 12 months after adoption of this agreement, the Charge Nurse will not be assigned as the direct care nurse of any patient.

San Joaquin General Hospital has a written staffing plan located in the Nursing Administration Policies and Procedures Manual.

It is understood that ratio/staffing concerns will be addressed by utilizing procedures outlined in Sections 20.8 and 20.10 and shall not be subject to the Grievance Procedures of this MOU.

20.9 Assignment Despite Objection (ADOs)

The Professional Performance Committee will take the responsibility to summarize ADO's and provide the summary and trending data, at least quarterly, to the Deputy Director/Department Head. The Deputy Director/Department Head will be available to discuss ADO's and trending data with the Professional Performance Committee.

The Professional Performance Committee will have a mailbox in the mailroom at the Hospital, and nurses from any department in Health Care Services may send completed ADO forms, through interdepartmental mail, to the mailbox.

20.10 Patient Classification and Acuity

(a) General Principles

(1) The Hospital shall have a patient classification acuity system based on assessment of patient needs in conformance with the requirements of Joint Commission on the Accreditation of Healthcare Organizations (JCAHO) and Title 22 of the California Code of Regulations.

(2) Nothing in the Article is intended to conflict with or impose greater obligations than exist under the provision of Title 22 relating to Patient Classification Systems. A current copy of the Title 22 Regulations applicable to acute care hospitals is available to RNs in the Hospital library.

(3) The Patient Classification and Acuity Committee shall be responsible for the implementation of AB 394, California's Safe Staffing law, with the objective of ensuring the highest quality of patient care and optimal RN-to-patient ratios.

In addition, the County will comply with legal requirements regarding staffing ratios.

(b) Patient Classification System

(1) The patient classification system used by the Hospital shall be a documented patient classification system for determining nursing care requirements, including the severity of the illness, the need for specialized equipment and technology, the complexity of clinical judgment needed to design, implement, and evaluate the patient care plan, the ability for self-care, and the licensure of the personnel required for care.

(2) The system shall provide a method for establishing staffing requirements by unit, patient and shift.

(3) A copy of the current patient classification system used by the Hospital will be available in ICU, PCU, MS, PM&R, ICN, PEDS and FMC in the unit-specific

policy and procedure binders and in the Nursing Administrative Policy and Procedure Manual.

(c) Patient Classification Committee Annual Review

(1) The Patient Classification Committee shall consist of six (6) direct care Nurses appointed by the Professional Performance Committee (PPC) and six (6) representatives of Nursing Management/Administration, who will be appointed by the Hospital. Although the Committee will have 12 official members, meetings will be open to all interested nurses.

(2) In accordance with Title 22, the Committee will be responsible for the review of the reliability and validity of the patient classification system and for recommending any modifications or adjustments to the acuity/classification system necessary to assure accuracy in measuring patient care needs.

(3) The review shall be performed annually and completed no later than January 1st for the prior calendar year. If the review reveals that adjustments are necessary to the patient classification system in order to assure accuracy in measuring patient care needs, the adjustments will be made in accordance with Title 22.

(4) Patient Classification and Acuity Committee meetings will be on County time whether or not the Nurse is on duty. The Nurse will be paid at the straight time or overtime rate of pay, whichever is applicable.

(d) Notification to the Professional Performance Committee and the Association.

The Hospital shall notify the Professional Performance Committee of proposed changes to the Patient Classification system which results in a reduction of RNs covered by this Agreement, within 30 calendar days of the proposed implementation date of the changes. Simultaneously, with the notification of the proposed change(s), the Hospital shall supply the Association with the reason for the proposed change(s).

20.11 Lift Teams

San Joaquin General Hospital Nursing Services will formally begin the process of assessment, planning and implementation of a lift team with the goal of developing and maintaining a "zero lift" policy. The lift team assessment, plans and proposal will be implemented no later than April 17, 2007 or when applicable by law.

20.12 Technology and Patient Care

Technology plays an ever-increasing role in the delivery of services, and it is the obligation of the County to make decisions regarding the selection and usage of such technology. Recognizing this, the County and the Association agree that the development and deployment of clinical technologies is intended for the improvement of quality outcomes, and is intended to be consistent

with the provision of safe, therapeutic and effective patient care. It is understood that t□chnology is intended, in part, to enhance patient care and nursing skills, support patient confidentiality, and its deployment shall not limit a Registered Nurse's input of clinical judgment in assessment, evaluation, planning and implementation of care, nor from acting as a patient advocate.

San Joaquin General Hospital agrees to the addition of a registered nurse per unit/area/clinic, designated by the Professional Practice Committee, to the information Technology Committee. The parties shall meet to determine the membership/representation on the Committee.

21 SUPERSESSION AND MODIFICATION CLAUSE

Except as may hereinafter be agreed to iri writing, and except for the San Joaquin County Employer-Employee Relations Policy, this Memorandum of Understanding contains the sole and entire agreement between the parties. It supersedes any and all other previous Memoranda of Understanding between the parties and incorporates by reference all such previous memoranda between the designated representatives of members of this representation unit and the County and also supersedes and incorporates by reference any and all Resolutions and Board orders adopted by the San Joaquin County Board of Supervisors which were adopted to implement any Memorandum of Understanding between the designated representatives of members of this representation unit and the County; other terms and conditions of employment not specified herein shall remain as they are for the term of this Memorandum of Understanding except that where the language of such Memoranda, Resolutions, Board Orders or such other terms and conditions of employment not specified herein conflicts with, or is different from, the language contained in this Memorandum, this Memorandum shall prevail and apply. The parties acknowledge and agree that neither of them has made any representations with respect to the subject matter of this agreement or any representations including the execution and delivery hereof except such representations as are specifically set forth herein. No waiver or modification of this agreement or any covenant, condition or limitation herein contained shall be valid unless in writing and duly executed by the parties hereto; no officer, employee or agent of the County has any authority to waive or modify this agreement or any covenant, condition or limitation herein contained without the express prior approval of the San Joaquin County Board of Supervisors or its designee.

For SAN JOAQUIN COUNTY

08/11/2021

Brandi Hopkins Date

For CALIFORNIA NURSES ASSOCIATION

Bonnie Castillo

Bonnie Castillo Date
Executive Director

Puneet Maharaj Date
Director, Public Sector Division

Michelle Reyna Date
Assistant Director, Public Sector

Matthew Schaefer — 6/15/21
Chief Negotiator

Kelly Mertz — 6/13/21

Vicki Hoge — 6/13/21

Stacey Lo — 6/14/21

Marisa Lozano — 6/14/21

Donnie Elam — 6/15/21

Kim Barriga — 6/14/2021

Fazia Richmond — 6/13/21

San Joaquin County & CNA
Temporary COVID-19 Shift Pay
Side Letter Agreement
March 24, 2021

As a result of the COVID-19 pandemic, San Joaquin General Hospital (SJGH) Nurses who sign up and work additional shifts during a calendar month performing patient care will be compensated with temporary COVID Shift Pay as outlined below:

- Temporary COVID Shift Pay Amounts will be in addition to base pay, any current supplemental pays, overtime, or Extra Shift Premium Pay (ESPP) the Nurse may qualify for and are as follows per and are for the calendar month period:
  - $10.00 per hour for the first shift.
  - $20.00 per hour for the second shift.
  - $30.00 per hour for the third shift and any additional shifts during the calendar month period.
  - The temporary COVID Shift Pay resets each calendar month.
- Temporary duration of COVID Shift Pay:
  - The duration of the temporary COVID Shift Pay is one quarter.
  - The County will review temporary COVID Shift Pay prior to the end of the first quarter to determine if it will be continued, and will do so each quarter until theCounty decides to end the temporary pay. The County retains the right to end temporary COVID Shift Pay at its sole discretion. The review will include how the temporary shift pay is working, the number of the temporary shifts Nurses signed up for, operational impacts, and the number and cost associated with the use of travel nurses, if available. This information will be communicated to C.N.A. and County Human Resources.
  - If the County determines temporary COVID Shift Pay will be ending, it will provide written notice to CNA no later than two weeks prior to the end of the quarter and end of the temporary pay. CNA may provide input to the County regarding its decision, but CNA waives any meet and confer rights (decision and impacts) concerningthe County's decision to end the temporary pay.
- The use of accrued time will not prevent a nurse from qualifying for the COVID Shift Pay.
- A nurse is not required to work in a COVID unit or with COVID patients to qualify for this COVID Shift Pay.
- SJGH will not stop offering ESPP shifts as a result of this temporary program.

CALIFORNIA NURSES ASSOCIATION

Date: March 24, 2021 By: _____
Matthew Schaefer, Chief Negotiator

SAN JOAQUIN COUNTY

Date: March 25, 2021 By: _____
Shelline Bennett, Chief Negotiator

San Joaquin County & C.N.A.

COVID-19 Administration Leave

Side Letter Agreement

March 24, 2021

The COVID-19 pandemic has changed our lives in ways we would have found impossible a year ago. San Joaquin County's employees and Nurses continue to rise to the occasion, doing their best to support those in need. In recognition of staff working long hours, lacking the ability to use accrued leave time, the County proposes creating a COVID-19 Administrative Leave Bank effective the first pay period following adoption of this Side Letter.

1. COVID-19 Administrative Leave will be provided to eligible full-time and part-time C.N.A. members who have exceeded maximum caps on applicable accruals.
2. Only for the time period of January 1, 2021 to December 31, 2021, for each hour of Vacation, Holiday, or Flexible/Floating Holiday leave exceeding the applicable maximum cap, employees will be credited with one hour of COVID Administrative Leave.
3. These over maximum cap hours will be deposited into the new COVID Administrative Leave Bank and made available for use beginning the first pay period in January 2022.
4. The maximum number of hours an employee may accumulate in the new COVID Administrative Leave Bank is eighty (80).
5. Accrual of the COVID Administrative Leave credit expires and sunsets on June 30, 2023.
6. Any unused COVID Administrative Leave will expire and is forfeited on July 1, 2023.
7. Nurses agree to make a good faith effort to request and use this time prior to the June 30, 2023 expiration date. Nurses will request to use this time prior to using other accrual balances unless the Nurse is about to max out on other accruals first (such as vacation.)
8. Should work-related conditions exist (such as the pandemic continuing or the hospital denying of time off requests), the parties agree to meet and discuss a possible extension.
9. COVID Administrative Leave does not have any cash value.
10. COVID Administrative Leave will be approved consistent with current leave/time off request practices; the leave is subject to manager/supervisor approval.

CALIFORNIA NURSES ASSOCIATION

Date: March 24, 2021 By: _____

Matthew Schaefer
Chief Negotiator

SAN JOAQUIN COUNTY

Date: March 25, 2021 By: _____

Shelline Bennett
Chief Negotiator

Side Letter
Sick leave exception for OT calculation

The County of San Joaquin and the California Nurses Association (CNA) agree that nurses assigned to the Operating Room who are not provided with at least eight hours of non-duty time between the end of a "call back assignment" and the beginning of their next assigned regular shift who use sick leave as a result of not being rested enough for duty, shall have the right to request that such use of sick leave shall count as "hours worked" for the purpose of overtime calculations in that workweek. Nursing administration shall approve or deny an "hours worked" designation on a case-by-case basis.

For CNA:

_____ 11-15-12
Date

For San Joaquin County:

_____ 11/16/12
James Rivera Date

LETTER OF AGREEMENT

INTERPRETATION OF "DOUBLE BACK PAY"
SECTION 5.3(d) of the MOU

The California Nurses Association and San Joaquin County agree that Section 5.3 (d), Overtime, of the Memorandum of Understanding, applies to all nurses who meet the criteria of this Section, regardless of whether the nurse works an 8, 9, 10 or 12 hour shift.

Section 5.3 (d) is commonly referred to as "double back pay" or "rest between shifts."

Janet Kaye McDermott 2/3/05
California Nurses Association Date

2/3/05
San Joaquin County Date

SIDE LETTER AGREEMENT BETWEEN
CNA AND SAN JOAQUIN COUNTY
FOR THE
REGISTERED NURSES BARGAINING UNIT

STAFF NURSE IV APPLICATIONS

In regard to the processing of Staff Nurse IV applications, Human Resources will notify the applicant within five working days if his/her application material is complete and if he/she qualifies. Once it is determined that the nurse qualifies for the promotion, it will be effective at the beginning of the following pay period.

If the processing of the paperwork is delayed, and the nurse otherwise qualifies for the promotion, the Health Care Human Resources Director will recommend that the effective date of the promotion be retroactive.

Dated: August 27, 2002

For San Joaquin County

For CNA

SIDE LETTER AGREEMENT BETWEEN
CNA AND SAN JOAQUIN COUNTY
FOR THE
REGISTERED NURSES BARGAINING UNIT

LIMITATION OF HOURS

In regards to Article 7, Part-Time Employment, there is no limitation on the number of hours that can be worked by a part-time or per diem nurse. It is not the County's intent to use this language to deny part-time or per diem nurses full-time positions.

Dated: August 29, 2002

For San Joaquin County

For CNA