

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: CHIEF EXECUTIVE OFFICE

BOARD AGENDA # \*B-7

Urgent \_\_\_\_\_ Routine X

AGENDA DATE November 20, 2001

CEO Concurs with Recommendation YES opt NO \_\_\_\_\_  
(Information Attached)

4/5 Vote Required YES \_\_\_\_\_ NO X

SUBJECT:

APPROVAL OF LABOR AGREEMENT BETWEEN THE COUNTY AND THE CALIFORNIA NURSES ASSOCIATION, REPRESENTING THE REGISTERED NURSES BARGAINING UNIT.

STAFF  
RECOMMEN-  
DATIONS:

1. IMPLEMENT THE PROVISIONS CONTAINED WITHIN THE TENTATIVE AGREEMENT REACHED BETWEEN THE COUNTY AND THE CALIFORNIA NURSES ASSOCIATION, REPRESENTING THE REGISTERED NURSES; AND
2. AMEND THE "SALARY AND POSITION ALLOCATION RESOLUTION" TO REFLECT THE CHANGES AGREED TO.

FISCAL  
IMPACT:

This agreement covers 36 months, over the current and the next two fiscal years through fiscal year 2003. The estimated cost for the current fiscal year is \$337,938; and the estimated costs for remaining fiscal years are: \$447,383 (2001/02) and \$371,207 (2002/03). Most of this cost (approximately 65%) will be applied to special revenue fund each fiscal year. The balance of 35% will be applied to enterprise fund. For the special revenue and enterprise fund

(Fiscal Impact Continued on Next Page)

BOARD ACTION AS FOLLOWS:

No. 2001-883

On motion of Supervisor Caruso, Seconded by Supervisor Blom  
and approved by the following vote,

Ayes: Supervisors: Mayfield, Blom, Simon, Caruso, and Chair Paul

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) \_\_\_\_\_ Denied

3) \_\_\_\_\_ Approved as amended

MOTION:

*Christine Ferraro*

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

By: Deputy

File No.

APPROVAL OF LABOR AGREEMENT BETWEEN THE COUNTY AND CALIFORNIA NURSES ASSOCIATION, REPRESENTING THE REGISTERED NURSES BARGAINING UNIT

PAGE 2

FISCAL  
IMPACT

CONTINUED: departments increased salary costs will be funded through the departments' existing resources. The financial impact of salary increases will be addressed during the budget process for subsequent fiscal years.

DISCUSSION: CNA and the County reached a tentative agreement to amend the current Memorandum of Understanding which expired August 31, 2001. The tentative agreement was ratified by the membership. The tentative agreement covers a multi-year period of September 1, 2001 through August 31, 2004 and grants the 125 employees covered by the agreement across the board pay increases over the term of the agreement. The agreement includes retroactive salary increases to the expiration of the prior contract on September 1, 2001.

POLICY  
ISSUE:

The Board of Supervisors should consider the effect of this labor agreement on the fiscal and policy direction and priorities for the organization.

STAFFING  
IMPACT:

There is no impact on staffing resulting from the terms of this agreement. The "Salary and Position Allocation Resolution" will be amended to reflect the changes as agreed to.

**Tentative Agreement between Stanislaus County and the  
California Nurses Association (C.N.A.)**

1. **TERM OF THE AGREEMENT**

This agreement shall remain in full force and effect for a thirty-six (36) month period commencing on September 1, 2001, and ending on August 31, 2004.

2. **COMPENSATION**

A. Salary Increase

All members of the bargaining unit shall receive the following salary increases effective the date indicated:

The first pay period following September 1, 2001	3.50 percent
The first pay period following September 1, 2002	3.25 percent
The first pay period following September 1, 2003	3.00 percent

B. Retirement

Members of the bargaining unit shall receive upon retirement two percent (2%) of base salary at age fifty-five. These enhanced benefits are targeted to be implemented on March 1, 2002, but no later than July 1, 2002.

3. **HOLIDAYS**

Employees required to work on the following holidays shall be compensated at a rate of time and one-half for time worked (new holidays in bold print):

New Year's Day, January 1<sup>st</sup>  
***Martin Luther King Day***  
***Washington's Birthday***  
Memorial Day  
Independence Day, July 4<sup>th</sup>  
Labor Day  
***Veterans Day, November 11<sup>th</sup>***  
Thanksgiving Day  
***The Day after Thanksgiving Day***  
Christmas Eve, December 24<sup>th</sup> (four (4) hours only)  
Christmas Day, December 25<sup>th</sup>

The time and one-half compensation is for work on the actual holiday only and does not apply to County observances on alternate days.

4. **LICENSE FEES**

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

covered. Payment shall be made upon submission of a blue claim and attachment of a receipt evidencing payment of the fee by the Nurse.

5. **HEALTH INSURANCE**

As implemented in County-wide plans.

6. **PSYCHIATRIC NURSE CHARGE NURSE PAY HOUSE COORDINATOR**

Amend the current MOU Language as follows:

Upon the recommendation of the Nurse Manager with the final approval given by the SBHC Hospital Administrator, Nurses in the classification of Staff Nurse II, Staff Nurse III, Psychiatric Nurse I, or Psychiatric Nurse II shall be selected to perform the duties of a Charge Nurse. Nurses may be assigned the charge Nurse duties on the day shift during the absence of the Nurse Manager for eight (8) hours or more and in a full-time capacity on the evening and night shifts. Nurses approved for the charge Nurse assignment will be compensated *ten* percent (**10%**) above his or her regular classification when performing the charge Nurse duties.

*Duties will include: supervision of staff and preparation and delivery to staff of employee performance evaluations.*

This additional responsibility will be a regular assignment of the Nurse selected and will be reassigned: 1) at the Nurse's request; 2) if the Nurse is absent for an extended period of time the duties will be reassigned for the length of the leave; or 3) if the Nurse's performance is below satisfactory and clearly demonstrates that he or she is unable to perform the assigned duties.

7. **REPORTING PAY LANGUAGE**

Nurses who are permitted to come to work without receiving prior notice that no work is available in their regular assignment shall perform any nursing work to which they may be assigned. Assignments will be made in accordance with the Nurse Practice Act and the standards of Competent Performance (California Code of Regulations, Section 1443.5). The County will make reasonable efforts to have the Nurse work in an area in which the Nurse prefers to work.

The County will develop competency-based job descriptions and performance evaluations, which will be reviewed with C.N.A. prior to implementation.

8. **USE OF ELECTRONIC EQUIPMENT**

The Union may distribute information to individuals, department-wide, or Countywide through the County's e-mail/facsimile system. If available, the Union will be provided a roster of e-mail addresses for bargaining unit members. Nurses may contact C.N.A. and request to be deleted from any C.N.A. e-mail/facsimile list.

The Union will provide to the County a copy of all meeting announcements and continuing education programs, being distributed through the e-mail/facsimile system, at

the same time the announcement is provided to the bargaining unit. Copies will be provided to the Senior Management Consultant in the County's Chief Executive Office.

Other types of information will be presented in advance to the Senior Management Consultant in the County's Chief Executive Office. This information must be informational in nature.

Should the Union decide to establish a "C.N.A. Mailbox," the Union will pay setup/installation costs associated with the use of the County's e-mail system. Such costs shall be calculated as if the Union was a County-user department.

When feasible and where electronic equipment is available, Nurses, Union Staff, Nurse Representatives and/or Union Officers may utilize electronic mail and/or facsimile equipment for contract enforcement, interpretation, and grievance processing matters. Transmissions will be primarily to expedite communication regarding such matters. Permission from Manager must be obtained for long distance charges.

Such use shall be reasonable and shall not interfere with the Nurse's duties or otherwise negatively impact County operations. While recognizing the provisions of the Memorandum of Understanding, Section 6, C.N.A. RIGHTS, Nurses utilizing e-mail/facsimile for these purposes are encouraged to do so during rest and lunch breaks.

The parties acknowledge that e-mail/facsimile correspondence is not privileged or confidential and may be subject to review by management. Nothing in this policy is intended to replace, supersede or contradict existing County policy. The limited use of electronic equipment as defined herein is deemed to facilitate County business through enhanced communication.

Violations of this provision may result in the elimination of e-mail/facsimile privileges for specific employees and/or the Union.

**9. FUTURE MEET AND CONFER TOPICS**

Either the County or C.N.A. may make proposals that will be subject to the meet and confer process to the extent required under the Meyers-Milias-Brown Act, on the following subjects:

- A. Personnel Policy Changes:
  - 1. Petition to Set Aside Resignation
  - 2. Absence without Leave (AWOL)
  - 3. Ordered Medical Exams
  - 4. Leaves of Absence
  - 5. Suspension Periods
  
- B. Health, Dental and Vision Plan Changes

- C. Process for an election in the C.N.A. bargaining unit to vote for mandatory membership.

10. **PROFESSIONAL PRACTICES COMMITTEE**

For the term of this Memorandum of Understanding, two (2) hours of release time per month shall be provided, for up to four (4) nurses to participate in the Professional Practices Committee.

11. **DISCUSSION AND CLARIFICATION OF APPOINTMENT TYPES (FT, PT, PERCENT)**

C.N.A. and the County agree to meet and confer on employment categories during the life of this Agreement. The parties agree to commence meetings not later than September 2002 and conclude discussions in January 2003. Topics to discuss will include, but are not necessarily limited to, the following:

- A. Developing clear descriptions of full-time, part-time and extra-help categories of employment.
- C. Developing a process for implementing the new descriptions and insuring consistency in the classification system.
- D. Developing two (2) categories of part-time Nurses: part-time Nurses with benefits and part-time Nurses who receive a differential in lieu of benefits. The latter group will become part of the C.N.A. bargaining unit.
- E. Clarification and consistency in the benefit package offered to part-time Nurses with benefits.
- F. Incorporation of any agreement on "employment categories" into the MOU.

12. **DOUBLE TIME AT THE TWELFTH HOUR**

Double time shall be compensated for twelve (12) hours shift Nurses after the twelfth (12<sup>th</sup>) hour.

13. **CLINICAL LADDER FOR STAFF NURSES**

Tentative agreement to implement Classification Specification as prepared in a joint session on October 10, 2001. The County shall identify the number of Staff Nurse III positions required. The County shall post all positions by November 30, 2001. The initial recruitment shall be done as department only promotional opportunity and all candidates must apply.

14. **PUBLIC HEALTH NURSE CAREER LADDER**

Incorporate the agreement reached on the Public Health Nurse career ladder.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COUNTY OF STANISLAUS  
AND THE CALIFORNIA NURSES ASSOCIATION**

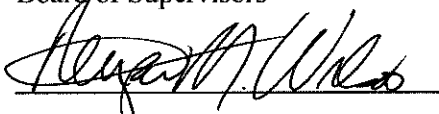
THIS AGREEMENT IS ENTERED INTO BETWEEN THE COUNTY OF STANISLAUS, HEREINAFTER REFERRED TO AS "COUNTY" AND CALIFORNIA NURSES ASSOCIATION, HEREINAFTER REFERRED TO AS "CNA."

Pursuant to the Employee Relations Ordinance of the County and Section 35 et seq. Of the Government Code, the duly authorized representatives of the County and CNA, having met and conferred in good faith concerning the issues of wages, hours and terms, and conditions of employment as herein set forth and are in agreement with the provisions of this Memorandum of Understanding.

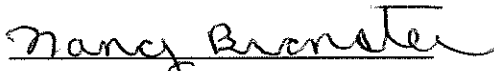
**FOR THE COUNTY:**



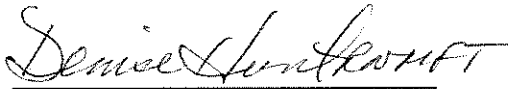
Nick W. Blom, Chairman  
Board of Supervisors



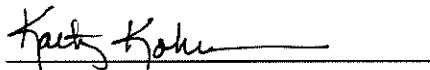
Reagan M. Wilson  
Chief Executive Officer



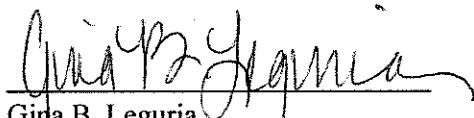
Nancy Bronstein  
Human Resources Manager  
Health Services Agency



Denise Hunt, RN, MFT  
Chief, Older Adult System of Care and  
Public Guardian



Kathy Kohrman  
Associate Director  
Health Services Agency



Gina B. Leguria  
Senior Management Consultant

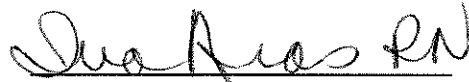
**FOR CNA:**



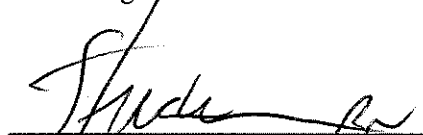
RoseAnn DeMoro, Executive Director  
California Nurses' Association



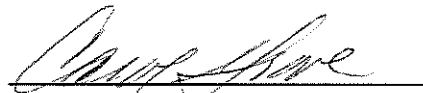
Janet Sass McDermott  
Labor Representative



Iva Aras, RN  
Nurse Negotiator



Steve Surges, RN  
Nurse Negotiator



Carol Grove  
Nurse Negotiator

**DATE SIGNED**      October 15, 2001

For Memorandum of Understanding term January 1, 1998 through August 31, 2001

# **AGREEMENT**

**BETWEEN**



**CALIFORNIA NURSES ASSOCIATION**

**AND**

**STANISLAUS COUNTY**

**JANUARY 1, 1998**

**to**

**AUGUST 31, 2001**

**CNA Sacramento  
1107 9<sup>th</sup> Street, Suite 900  
Sacramento, CA 95814  
(916) 446-5021**



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1. SCOPE OF THE BARGAINING UNIT

The parties agree that California Nurses Association (CNA) is recognized as the formal representative of Nurses in the Registered Nurses Bargaining Unit pursuant to the County's Employee Relations Ordinance. The bargaining unit consists of all regular full-time and part-time regular county Nurses (probationary and permanent) and certain part-time Nurses as herein set forth in the following job classifications:

Staff Nurse I, II & III	Emergency Medical Care Program Coordinator
Psychiatric Nurse I & II	Multipurpose Sr. Services Program (MSSP) Nurse
Public Health Nurse	Nurse Practitioner
Senior Nurse Practitioner	<i>*Utilization Review Coordinator</i>

*\*No longer county classification.*

The County agrees to inform CNA of any proposal to create a new classification, which would be assigned to the Nurses' bargaining unit, prior to submission of any recommendation to the Board of Supervisors for final adoption.

2. TERM OF THE AGREEMENT

This agreement shall remain in full force and effect for the period commencing January 1, 1998, and ending August 31, 2001. The parties may agree to extend the term of this agreement while meeting and conferring is in progress over the renewal of this agreement.

3. NON-DISCRIMINATION/FAIR REPRESENTATION

The parties agree that the provisions of this agreement shall be applied without favor or discrimination based upon race, ancestry, religion, color, age, national origin, political affiliation or belief, disability (includes persons with AIDS or those with a record of or regarded as having a substantially limiting impairment), medical condition (**including but not limited to** cancer-related conditions), pregnancy-related conditions, sex, marital status or sexual orientation. The parties agree to recognize, respect, and support the County's commitment to nondiscrimination in employment as set forth in the County's Equal Employment Opportunity Program. CNA agrees to encourage its members to assist in the implementation of that program. CNA acknowledges its responsibility to fairly represent all employees in the bargaining unit without regard to race, ancestry, religion, color, age, national origin, political affiliation or belief, disability (includes persons with AIDS or those with a record or regarded as having a substantially limiting impairment), medical condition (cancer-related), pregnancy-related conditions, sex, marital status, sexual orientation, job classification, or employment status and in compliance with State law. The County acknowledges and agrees that it shall not discriminate or take adverse action against employees on the basis of their choice of labor representation.

4. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)

The County and CNA acknowledge and agree that the ADA may require modification of County policy or MOU provision in order to provide reasonable accommodation to individuals protected under the Act on a case by case basis. The County and CNA agree to meet and confer if the accommodation will require some modification of the MOU or County policy, which affects any terms or conditions of employment or is otherwise a mandatory subject of bargaining. Said meet and confer will be on a case by case basis and no single accommodation shall establish a past practice.

5. NO STRIKE

The parties agree that during the life of this agreement there will be no strikes, lockouts, slowdowns, sick-ins or work stoppages of any kind for any reason.

6. CNA RIGHTS

A. Access to County Facilities

Authorized representatives of CNA shall be permitted to enter County facilities at any time during operating hours to verify that the provisions of this agreement are being observed. This access to work location will be granted with the prior approval of the department head or designee. Such access shall not be unreasonably denied.

B. Nurse Representatives

CNA will designate not more than eight (8) members of the bargaining unit as "Nurse Representatives" and agrees to notify the County of their names and any subsequent replacements. The function of Nurse Representatives is to inform Nurses regarding rights and responsibilities under this agreement, to ascertain that terms and conditions of the agreement are observed, to assist in matters relating to employer-employee relations and to participate, when requested to do so, in the steps of the complaint or grievance procedures. Nurse Representatives shall be provided with reasonable amounts of on-duty time to carry out these responsibilities with the prior approval of the department head or designee. The Nurse Representative shall receive permission from the department head or designee prior to leaving work locations to carry out the responsibilities of a Nurse Representative. Such permission shall not be unreasonably denied.

C. Bulletin Boards

The County will provide locations for bulletin boards approved by department heads. Space on bulletin boards designated for CNA shall be provided by the County within

thirty (30) days of the signing of the MOU as follows:

1. Health Services Agency Sites -- Back Hallway near the Urgent Care Area, and one at each satellite clinic;
2. Public Health – Scenic and Community Services Agency locations; and
3. Behavioral Health - Inpatient Unit and the Main Health Facility.

A designated representative of CNA will be responsible for posting materials submitted by CNA. A copy of all such materials shall be furnished to the department head or designee before posting. A copy of all materials to be posted on the bulletin board also shall be given to the Chief Executive Officer. CNA staff members or Nurse Representatives shall have the right to distribute official CNA communications to the Nurses covered by this agreement. The method of distribution will be mutually agreed upon between CNA and the department head or designee. The right of distribution of literature shall not be unreasonably denied. CNA agrees to provide copies of all flyers, literature or other documents distributed to members of the bargaining unit to the Chief Executive Officer, Director of Behavioral Health & Recovery Services, Director of Community Services Agency and Managing Director - Health Services Agency at the time of their distribution.

**D. Dues Deductions/Maintenance of Membership**

During the term of this agreement, the County agrees that it will deduct from the salary of each full-time member of the bargaining unit, who provides written authorization for such deductions, an amount of money equal to 1/26 of the annual dues and CNA service charges for membership in CNA. "Certain Part-Time Nurses" covered by this agreement may elect to have payroll deductions for union dues at the rate established by CNA for full-time members of the bargaining unit. The County shall remit said dues and charges, so collected, to the offices of CNA at 2000 Franklin Street, Oakland, CA 94612 on or before the end of the calendar month in which the deductions have been made. The foregoing, however, is subject to sufficient funds being due to the Nurse, for whom deductions are made, after the County has paid all of the legally required or Nurse-authorized payroll deductions. A list shall accompany the deductions remitted to CNA offices, showing the names of the Nurses from whom deductions have been made. CNA agrees to defend, indemnify and hold harmless Stanislaus County, its employees and agents against damages and claims of whatever nature arising out of deductions from employee paychecks.

The parties agree to a Maintenance of Membership provision.

All Nurses who voluntarily elect to be dues paying members of CNA, through biweekly payroll deductions, shall continue to pay dues until such time as a window period for withdrawal from voluntary dues deduction is offered. The parties agree

that the window period for withdrawal from participation in voluntary dues deduction shall be during the full calendar month of June each year. During this period the Nurses shall have the right to withdraw from CNA by submitting a signed, written statement to the Auditor-Controller during the window period of June 1 through June 30 of each year in order for the deduction to be discontinued. The County shall assume no responsibility for drop letters, which the Nurse contends were sent to the Auditor-Controller and not receive and thereby subsequently not acted upon. Such occurrence shall not be subject to the grievance procedure. Nurses are advised to submit their withdrawal notice by certified mail. The discontinuance of payroll deductions shall be effective with the earliest pay period after June 30<sup>th</sup> of each year as determined by the Auditor-Controller.

The file of withdrawal letters shall be available for review by the CNA Labor Representative or his/her designee through August 31.

If a dues paying Nurse transfers to another bargaining unit, the Nurse shall not be required to continue the dues deductions.

CNA shall hold the County and its officers and employees, including but not limited to the County Auditor-Controller, harmless for following the instructions contained in such dues deduction authorizations and withdrawals.

The County shall inform newly employed members of the bargaining unit that it has a collective bargaining agreement with CNA by distributing a pre-approved packet of literature to all new bargaining unit members. The County shall supply to CNA the name, address and classification of Nurses covered by this agreement in January and July each year and upon reasonable request of CNA. CNA agrees to defend, indemnify and hold harmless Stanislaus County, its employees and agents against damages and claims of whatever nature arising out of CNA's use of such lists.

## 7. COUNTY RIGHTS

Stanislaus County retains the exclusive right, except as expressly stated herein, and consistent with provisions of County Ordinances, Resolutions, Memorandum of Understanding and other written policies, to operate and direct the affairs of the departments of County government in all of their various aspects, including, but not limited to, the right to direct the workforce; to plan, direct and control all the operations and services of the County; to determine the methods, means, organizations and schedule by such operations and services are to be conducted; to assign and transfer employees within the various departments; to hire; promote, suspend, demote, discharge, reprimand and evaluate employees; to relieve employees of duty due to lack of work or other legitimate reasons set forth in the County reduction-in-force policy; to change or eliminate existing methods, equipment or facilities in order to maintain or increase the



efficiency of governmental operations; and to exercise complete control and discretion over its organization and the technology of performing its work. Nothing contained in this chapter shall be construed to preclude consultation, when appropriate, between employer and employee concerning the practical consequences that decisions on these matters may have on wages, hours and terms and conditions of employment.

#### 8. AUTOMATIC RESIGNATION

The parties agree that a Nurse who is absent without authorization and without contacting his or her supervisor for three consecutive working shifts, or longer, will be presumed to have voluntarily resigned from County service, effective on the date at which the unauthorized absence began. The provisions of County Code Section 3.28.130 (Petition to Set Aside Resignation) shall apply if the individual alleges that the resignation was the result of fraud, duress, or error.

#### 9. BEREAVEMENT LEAVE

Leave of absence with pay may be granted to members of the bargaining unit pursuant to County Code in the event of a death in the Nurse's immediate family. Such leave may not exceed forty (40) working hours and will not be charged against accrued sick leave.

Immediate family shall be defined as mother, father, spouse, child, sister, brother, mother-in-law, father-in-law, grandparents, grandchildren, and upon approval by the department head, other persons with whom the Nurse enjoyed a parent or family-like relationship.

#### 10. CERTAIN PART-TIME NURSES

The parties recognize that certain part-time, extra-help, hourly rate, registered Nurses are working under the provision of letters of understanding with the County providing for certain fringe benefits for them and certain assurances by them that they will be available for work. The following provisions shall apply:

When the County identifies a number of extra-help positions which can be scheduled for work with sufficient regularity to insure a minimum of eighty (80) hours per calendar month, those extra-help Nurses will be offered an opportunity to enter into individual employment agreements with the County. In these letters of understanding, the Nurse will agree to work as scheduled in advance by agreement with the Department Head or his/her designee.

Should the Nurse's agreement be terminated or in the event the Nurse is not scheduled to work for thirty (30) consecutive days, the Nurse will have the right to ask that an informal administrative hearing be conducted by the Department Head or his/her

designee to review the reasons. It is our mutual understanding that at such informal hearings the Nurse may be represented, may call witnesses, and may submit verbal and written information in support of his/her position.

These registered Nurses will in turn receive, in addition to hourly rate compensation, the following fringe benefits:

- A. The parties agree that the Nurse will be eligible to participate in the health insurance plan(s) and that dependent coverage may be elected in accordance with the provisions of each plan. The Nurse may participate in the group dental, vision and life insurance plans. The Nurse will be permitted the option to pay, by payroll deduction, for dependent dental coverage.

The parties further agree that should the Nurse be compensated for less than the required eighty (80) hours per calendar month because he or she was unavailable for work, the cost of the Nurse's premium and dependent premium (if applicable), shall be the responsibility of the Nurse. Should the Nurse fail to pay the insurance premium as required, the Nurse will be ineligible to participate in the insurance program.

However, should the Nurse be available to work, but the workload did not require **eighty (80)** hours of service, the County will accept the cost for the applicable insurance premiums as long as the Nurse was compensated for at least sixty-four (64) hours of work in a calendar month. The Nurse will document on his or her timecard any hours called off above the sixty-four (64) hour minimum by coding this on his or her time card. The Nurse shall code on the timecard "call off" on the actual date that he or she was called off from work. If the Nurse requests the use of accrued vacation or compensatory time to cover the absence, he or she should still code on the time card "call off" for that date. If the Nurse is not at work when the time card must be submitted, the staffing coordinator or designee will code the call off.

- B. An amount of continuing education time pro-rated in relation to full-time employment to reflect the amount of time the extra-help Nurse will work, rounded off to the nearest full hour.
- C. The County paid term life insurance in the amount of ten thousand dollars (\$10,000).
- D. The County will pay into the Social Security system such employer contribution amounts as the system requires.

- E. Jury duty benefits.
- F. A ten percent (10%) salary differential upon the Department Head's recommendation.
- G. Participation in SDI.
- H. Pro-rated shift differential.
- I. Nurses covered by this section shall accrue pro-rated vacation time as follows:
  - 1. Nurses who have been employed by the County for 24 months or less will accrue .0385 hours of vacation for each hour worked for each pay period. Maximum possible annual accrual equals 80.08 hours (.0385x26x80).
  - 2. Nurses who have been employed by the County for 25 months but less than 121 months will accrue .05775 hours of vacation for each hour worked each pay period. This amount will be pro-rated for partial hours worked during the pay period. Maximum possible annual accrual equals 120.12 hours (.05775x26x80).
  - 3. Nurses who have been employed by the County for 121 months but less than 241 months will accrue .077 hours of vacation for each hour worked each pay period. This amount will be pro-rated for partial hours worked during the pay period. Maximum possible annual accrual equals 160.16 hours (.077x26x80)
  - 4. Nurses who have been employed by the County for 241 months or longer will accrue .09625 hours of vacation for each hour worked each pay period. This amount will be pro-rated for partial hours worked during the pay period. Maximum possible annual accrual equals 200.2 hours (.09625x26x80).

The parties agree that pro-rated vacation shall be granted to Nurses upon termination of employment.
- J. Appointment up to the third step upon Department Head recommendation.
- K. Those Nurses identified as "Certain Part-Time Registered Nurses" covered by this agreement working on one of the specific holidays listed in Section 17C will receive time and one-half compensation for such work. Further, the parties agree that those Nurses identified as "Certain Part-Time Registered Nurses" covered by this Memorandum of Understanding shall accrue equivalent vacation time not to exceed eight (8) hours for work performed on

the following holidays: New Year's Day, January 1; Memorial Day; Independence Day, July 4; Labor Day; Thanksgiving Day; and Christmas, December 25; and four hours of time, on Christmas Eve, December 24. Accrual of this time shall be in addition to any compensation as provided by the Memorandum of Understanding.

- L. Nurses covered by this section "Certain Part-Time Nurses" may elect to make voluntary contributions through payroll deduction to the county's Deferred Compensation program in accordance with established County procedures at the time of the next open enrollment period.
- M. Effective January 1, 1989, Certain Part-Time Nurses may voluntarily elect to have payroll deductions for union dues at the rate established by CNA for full-time members of the bargaining unit.

The parties agree that the foregoing benefits continue in lieu of any entitlement by such Nurse to sick leave, retirement, holiday pay or any other benefit, which may apply to full-time, regular Nurses of the County.

The parties further understand that consistent with provision of the County Code of Stanislaus County, such part-time Nurses shall be eligible for salary step advancement upon evidence of at least satisfactory performance and completion of at least two thousand eighty (2,080) hours of continuous service at the preceding salary step.

Nurses who enter into agreements described above will be considered members of the Registered Nurses Bargaining Unit represented by CNA. It is understood, however, that those Nurses remain extra-help, unclassified employees of the County and are not entitled to those rights and protections afforded to classified employees in the County service.

## 11. COMPENSATION

### A. Base Salary Increase

All members of the bargaining unit as indicated below shall receive the following salary increases on the date and in the amount specified as follows:

The first pay period following January 1, 1998	Five percent (5%)
The first pay period following August 25, 1998	Three percent (3%)
The first pay period following September 1, 1999	Two percent (2%)
The first pay period following September 1, 2000	Two percent (2%)

	Effective Date	% of Increase	Step 1	Step 2	Step 3	Step 4	Step 5
<b>Emergency Medical Care Program Coordinator (BU 4)</b>	1-1-98	5%	\$21.79	\$22.88	\$24.02	\$25.22	\$26.48
	8-29-98	3%	22.44	23.56	24.74	25.98	27.28
	9-1-99	2%	22.89	24.03	25.23	26.49	27.81
	9-1-00	2%	23.35	24.52	25.75	27.04	28.39
<b>Nurse Practitioner (BU 4)</b>	1-1-98	5%	\$23.10	\$24.26	\$25.47	\$26.74	\$28.08
	8-29-98	3%	23.79	24.98	26.23	27.54	28.92
	9-1-99	2%	24.27	25.48	26.75	28.09	29.49
	9-1-00	2%	24.76	26.00	27.30	28.67	30.10
<b>Sr. Nurse Practitioner (BU 4)</b>	1-1-98	5%	\$24.84	\$26.08	\$27.38	\$28.75	\$30.19
	8-29-98	3%	25.59	26.87	28.21	29.62	31.10
	9-1-99	2%	26.10	27.41	28.78	30.22	31.73
	9-1-00	2%	26.62	27.95	29.35	30.82	32.36
<b>Psychiatric Nurse I (BU 4)</b>	1-1-98	5%	\$17.86	\$18.75	\$19.69	\$20.67	\$21.70
	8-29-98	3%	18.40	19.32	20.29	21.30	22.37
	9-1-99	2%	18.77	19.71	20.70	21.74	22.83
	9-1-00	2%	19.15	20.11	21.12	22.18	23.29
<b>Psychiatric Nurse II (BU 4)</b>	1-1-98	5%	\$20.90	\$21.95	\$23.05	\$24.20	\$25.41
	8-29-98	3%	21.53	22.61	23.74	24.93	26.18
	9-1-99	2%	21.96	23.06	24.21	25.42	26.69
	9-1-00	2%	22.40	23.52	24.70	25.94	27.24

<b>Public Health Nurse (BU 4)</b>	1-1-98	5%	\$21.27	\$22.33	\$23.45	\$24.62	\$25.85
	8-29-98	3%	21.91	23.01	24.16	25.37	26.64
	9-1-99	2%	22.35	23.47	24.64	25.87	27.16
	9-1-00	2%	22.80	23.94	25.14	26.40	27.72
<b>Staff Nurse I (BU 4)</b>	1-1-98	5%	\$17.86	\$18.75	\$19.69	\$20.67	\$21.70
	8-29-98	3%	18.40	19.32	20.29	21.30	22.37
	9-1-99	2%	18.77	19.71	20.70	21.74	22.83
	9-1-00	2%	19.15	20.11	21.12	22.18	23.29
<b>Staff Nurse II (BU 4)</b>	1-1-98	5%	\$18.74	\$19.68	\$20.66	\$21.69	\$22.77
	8-29-98	3%	19.30	20.27	21.28	22.34	23.46
	9-1-99	2%	19.69	20.67	21.70	22.79	23.93
	9-1-00	2%	20.08	21.08	22.13	23.24	24.40
<b>Staff Nurse III (BU 4)</b>	1-1-98	5%	\$19.94	\$20.94	\$21.99	\$23.09	\$24.24
	8-29-98	3%	20.54	21.57	22.65	23.78	24.97
	9-1-99	2%	20.95	22.00	23.10	24.26	25.47
	9-1-00	2%	21.37	22.44	23.56	24.74	25.98

**B. Staff Nurse Series**

The classification series of Staff Nurse I, II and III is as follows:

**1. Staff Nurse I**

This classification shall remain at the salary level of the existing classification series of Staff Nurse I. This classification shall be the entry-level classification for new graduates and Nurses with less than two (2) years of full-time experience as a Registered Nurse.

2. Staff Nurse II

This classification shall be established at a salary range five percent (5%) above the Staff Nurse I classification. The County's "Salary and Position Allocation Resolution" shall be amended to reflect that all authorized Staff Nurse I positions assigned to HSA shall be reclassified to Staff Nurse II. The Staff Nurse II classification shall be defined as the experienced, registered Nurse classification. Ideally that experience should be at least two (2) years of full-time experience, after licensure as an RN, in a hospital or outpatient setting.

3. Staff Nurse III

This classification shall be established at a salary range of Five percent (5%) above the existing classification of Staff Nurse II. The County's "Salary and Position Allocation Resolution" shall be amended to reflect that all authorized Staff Nurse II positions assigned to HSA shall be reclassified to Staff Nurse III. The Staff Nurse III classification shall be defined as the specialty Nurse classification. Ideally the Nurse shall have at least two (2) years of experience after licensure as an RN in an acute inpatient or outpatient setting, one year of the required experience must be as an RN in the area of specialty. Additional certification, CCU and MICN, will continue to be required of certain assignments.

C. Biweekly Payroll/Special Payroll Deductions

The parties agree that the County has a biweekly payroll system. Prior to any special deduction being withheld from a Nurse's paycheck in excess of one hundred dollars (\$100.00) or more per pay period, including deductions for overpayment, the Nurse shall be notified of the amount and reason for the deduction.

D. Charge Nurse

Upon the recommendation of the Nurse Manager with the final approval given by the SBHC Hospital Administrator or the Associate Director of Ancillary Services for Health Services Agency (HSA), Nurses in the classification of Staff Nurse II, Staff Nurse III, Psychiatric Nurse I, or Psychiatric Nurse II shall be selected to perform the duties of a Charge Nurse. Nurses may be assigned the charge Nurse duties on the day shift during the absence of the Nurse Manager for eight (8) hours or more and in a full-time capacity on the evening and night shifts. Nurses approved for the charge Nurse assignment will be compensated five percent (5%) above his or her regular classification when performing the charge Nurse duties.

This additional responsibility will be a regular assignment of the Nurse selected and will be reassigned: 1) at the Nurse's request; 2) if the Nurse is absence for an

extended period of time the duties will be reassigned for the length of the leave; or 3) if the Nurse's performance is below satisfactory and clearly demonstrates that he or she is unable to perform the assigned duties.

**E. Inpatient/Detention Facility Compensation**

The additional five percent (5%) compensation shall be granted to the Psychiatric Nurses assigned to the Stanislaus Behavioral Health Center.

Any Psychiatric Nurse I/II assigned to the Detention Program related to Jail facilities shall receive five percent (5%) additional compensation for the assignment.

The Psychiatric Nurses assigned to the Emergency Services program shall be eligible to receive the additional five percent (5%) compensation granted to the Psychiatric Nurses assigned to the Stanislaus Behavioral Health Center. It is recognized by CNA on behalf of the Registered Nurses bargaining unit that it is within the scope of management prerogative to determine appropriate staffing levels and to meet those levels as staffing situations necessitate. Due to the unique staffing needs of Stanislaus Behavioral Health Center, Psychiatric Nurses assigned to Emergency Services recognize that consistent with past practices they may be assigned, on a time limited basis to Stanislaus Behavioral Health Center. The assignment shall be to serve as backup for the Registered Nurses assigned to the Psychiatric Inpatient Unit, as well as to ensure compliance with applicable health and safety regulations and would generally be utilized to provide coverage on a shift by shift basis.

Any Public Health Nurse assigned to a detention facility, including the Juvenile Hall, on a half time basis or more shall be compensated a pro-rated portion of the five percent (5%) additional compensation for this assignment.

**F. On-Call and Call-back Pay**

Members of the bargaining unit other than Psychiatric Nurses assigned to Emergency Services who are formally designated to remain available (i.e., to remain "on-call") to return to work for duty shall be compensated in the form of compensatory time off (CTO) or cash payment at the rate of thirty five percent (35%) of their straight time rate. The inpatient differential and clinical specialist compensation when applicable, shall be included in the base pay as part of the on-call compensation. The choice of CTO or cash payment shall be mutually agreed upon between the Nurse and the County.

The parties agree that on-call pay for Psychiatric Nurses assigned to Emergency Services shall be compensated at two dollars and twenty-five cents (\$2.25) per hour.



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The parties agree that on-call pay for Psychiatric Nurses assigned to Emergency Services shall be compensated at two dollars and twenty-five cents (\$2.25) per hour.

Every effort shall be made to insure that such on-call pay shall be received with all regular pay for the current pay period.

Members of the bargaining unit called back to work from an off-duty status shall be paid for the actual time worked with a minimum of two (2) hours' pay. If the callback results in work performed, the compensation shall be at the rate of time and one-half for the work performed. Members of the bargaining unit called back to work for required inservice training, including but not limited to required attendance at disaster alerts, shall receive compensation for the time actually worked in the form of compensatory time off or cash payment at time and one-half.

The parties further agree that on-call pay ceases once a Nurse is called back to work. In addition, Nurses on-call on designated County holidays shall receive regular pay, holiday time credit, and on-call pay.

#### G. Overtime

The parties agree that the overtime policies in effect immediately prior to the effective date of this agreement shall remain in effect during the term of this agreement with the exception that paid sick leave shall not be included in calculating overtime eligibility. For overtime compensation purposes, sick leave time taken shall not be considered as time "worked." Other paid time off in the form of vacation time, holiday, compensatory time, bereavement leave, jury duty or military leave shall be considered as time "worked" for the purpose of overtime calculation. This exclusion does not apply to callback situations where Nurses who are off duty and not scheduled to work are called back to work.

Work authorized in accordance with County policy in excess of forty (40) hours per week shall be compensated at the rate of time and one-half. Work in excess of twelve (12) hours on any particular day shall be compensated at the rate of two (2) times the regular rate of pay.

Double time shall be compensated for twelve (12) hour shift Nurses after the thirteenth hour of work. The time worked between the twelfth and thirteenth hour of work shall be compensated at time and one-half.

The County shall not require a Nurse to take compensatory time off with less than twenty-four (24) hours' notice. Compensatory time on the books longer than one hundred and twenty (120) days, extendable to one hundred eighty (180) days, will be paid off in cash. If CTO is agreed upon instead of paid overtime, the time off shall be arranged at the mutual convenience of the Nurse and the County. CTO shall not be taken for less than eight (8) hours without the Nurse's concurrence except as may be

provided in Section 33, "Time-off When Census/Workload is Low," of this agreement. CTO shall be accrued at time and one-half (1 ½) if it is overtime. CTO shall be accrued at double (2) time if it is earned during a period of work in excess of twelve (12) hours per day.

H. Psychiatric Nurse/HSA Staff Nurse Additional Compensation – Certification/Related Masters Degree

The classifications of Psychiatric Nurse I and II shall be eligible to receive additional compensation of three percent (3%) for possession of national certification as a psychiatric or mental health Nurse or for possession of a Masters in Psychiatric Nursing. It is recognized that Psychiatric Nurse positions are currently budgeted at the Psychiatric Nurse I/II level of the series. Criteria for promotion to the II level of the classification shall be no less than one year of full-time psychiatric nursing experience and at least satisfactory or better overall performance.

Staff Nurse IIs and IIIs assigned to HSA shall be eligible to receive three percent (3%) additional compensation for possession of national certification or Masters degree in the area in which the Nurse is working.

I. Psychiatric Nurse Supervisory Pay

The Psychiatric Nurse II assigned to twenty-four (24) hour supervisory responsibility in the Behavioral Health Department Psychiatric Inpatient Unit shall receive five percent (5%) additional compensation for the assignment. The parties further agree that the assignment will be posted if and when the position becomes vacant.

J. Relief in Higher Classifications

The parties agree that when the County formally assigns a Nurse to an assignment in a higher paid classification, and that assignment lasts for four hours duration or longer, the Nurse will be compensated for the period of working such an assignment at the rate of pay at the higher classification to which the Nurse would be entitled pursuant to the provisions of the County Code entitled "Salary on Promotion."

K. Rest Periods Between Shifts

Nurses shall have an unbroken rest period of at least twelve (12) hours between shifts worked. In the absence of said rest periods, the Nurse shall be compensated at the rate of time and one-half the regular rate of pay for any portion of the second shift actually worked. Nurses working a twelve (12) hour shift shall have an unbroken rest period of at least 7.5 hours between shifts worked.

The parties agree to the following change regarding the rest period between shifts: Time worked for which overtime pay has been compensated in either the form of time and one-half or double time, including on-call service and callback work, shall count as rest periods for the purposes of this section with the following exception. A Nurse who reports to work prior to the start of his or her shift and who is compensated at time and one-half for such work, and who continues to work through his or her regularly scheduled shift shall be deemed to have not had a rest break if the twelve (12) hour or seven point five (7.5) hour rest period requirement as stated in the first paragraph of this sub-section has not been met.

L. Salary on Promotion

The County shall continue to guarantee a five percent (5%) minimum salary increase on promotion in accordance with the existing County Code provisions. An exception to this provision shall be made if the step to which the Nurse is promoted is six (6) cents or less per hour under the minimum increase. This section shall only apply for promotions to classifications within this bargaining unit or promotions to classifications assigned to another bargaining unit containing this provision.

M. Salary Step Advancement

It is the policy of Stanislaus County that salary step advancements are provided at intervals identified in the Personnel Rules of Stanislaus County. If a department fails to complete the necessary forms to either approve or deny step advancement when it would normally be due, the increase shall be implemented retroactive to the date the step increase was due.

N. Shift Differential

Nurses assigned to the p.m. shift, which begins on or after 1 p.m. shall receive a shift differential of one dollar and fifty cents (\$1.50) per hour in addition to base pay. Nurses assigned to the night shift, which begins on or after 7 p.m., shall receive shift differential of three dollars (\$3.00) per hour in addition to base pay.

12. CONVERSION TO REGULAR PART-TIME STATUS

Full-time Nurses may request, subject to Department Head approval, conversion to regular, part-time status. Such Nurses shall be paid a pro-rated portion of the salary they were paid as a full-time employee. Fringe benefits shall continue to accrue on a pro-rated basis in relation to the number of hours worked.

13. DISCIPLINE AND MEDICAL TERMINATION

- A. The parties understand and agree that discipline matters affecting members of the bargaining unit shall occur pursuant to relevant sections of the Discipline Ordinance of the County. The County agrees to advise the Nurse and CNA at least seven days in advance of any termination for cause, outlining the reason for the action. This notice will be sent to CNA unless the Nurse involved requests that CNA not be notified.
- B. Grounds for termination from County service in addition to those listed in the Discipline Ordinance shall exist. Under the Medical Termination provision, Nurses who are unable to perform duties due to personal health may be terminated from County service and the process considered to be a non-disciplinary termination. Such termination may be appealed pursuant to the appeal procedure outlined in the Discipline Ordinance.

14. DRESS CODE

The County agrees to meet and confer with CNA prior to any change in the County's dress code policy.

15. EDUCATION/INSERVICE

A. Education Time

A Nurse is eligible for paid education leave in an amount not to exceed thirty-two (32) hours of paid leave time per calendar year pro-rated for new Nurses hired during the year. Education time not used at the end of the calendar year shall only be converted to cash payment if the Nurse has requested use of the time throughout the calendar year and those requests have been denied, or time scheduled to attend CEO courses has been canceled. Education time will not be subject to cash-out upon termination of employment unless that termination is a retirement from County service. Education time is not cumulative from year to year.

Application for paid education time, including home study courses, shall be made to and is subject to scheduling approval by the Department Head. CNA agrees that Nurses will request leave at least thirty (30) calendar days in advance of the day of the absence. The County will, thereafter, respond to the request within fourteen (14) calendar days. Subject to approval, Nurses may use education leave to attend classes or complete home study courses on days/shifts not normally scheduled to work. Courses attended may include, but are not limited to offerings at Doctors' Medical Center in Modesto, Health Services Agency or Behavioral Health & Recovery Services. Paid education time shall not count as "time worked" for overtime

calculations and shall only be compensated at straight time. The County will make every reasonable effort to accommodate RNs' school schedules.

Nurses have the choice of continuing education program(s) to attend to meet continuing education requirements. In addition, members of the bargaining unit may use the thirty-two (32) hours of education leave for higher education courses limited to BSN, Masters in Nursing, Masters in Public Health, Public Health Nurse certification and/or a Nurse Practitioner program. Members of the bargaining unit may use up to 8 hours of education leave per calendar year to take certification exams.

#### B. Education Reimbursement

Effective January 1, 1998 up to three hundred and twenty-five dollars (\$325.00) per year reimbursement for costs associated with tuition and books necessary towards the pursuit of applicable national certification, BSN or related Masters will be available for Nurses covered by this agreement. Any nurse receiving education reimbursement agrees to continue to work for the County an additional six (6) months after the reimbursement is received.

#### C. Staff Development

The County will continue to maintain a staff development education program for Nurses, including but not limited to the following:

1. Providing an organized plan to orient Nurses to the job description responsibilities and work assignments for nursing classifications.
2. Keep nursing staff abreast of new and expanding nursing care programs and of new techniques, equipment, facilities and concepts of care.
3. Providing an organized plan for orienting all new Nurses to the objectives, goals, policies and procedures of the County nursing service. This orientation shall be tailored to meet the individual needs of the Nurse.
4. The parties agree that attendance at non-mandatory staff development training will be on the individual Nurse's time. (Supervisors, however, may allow Nurses to attend continuing education classes during work time if staffing allows.)
5. The County agrees to provide one full Advanced Cardiac Life Support (ACLS) Program each year and one additional ACLS re-certification program each year. The cost of the book required of the ACLS Program sponsored by the County

shall be waived for all Nurses required to be ACLS certified.

6. Any member of the bargaining unit may submit requests to the County In-Service for particular programs of interest. Those requests will be reviewed and the Nurse submitting the request will be notified of the feasibility whether the course he or she has recommended will be conducted.
7. CNA will encourage Nurses to attend CE classes provided by HSA, Behavioral Health & Recovery Services, Doctor's Medical Center in Modesto and other departments.

#### 16. GRIEVANCE PROCEDURE

The parties agree that the County's "Procedure for Settling Grievances and Complaints" shall remain in effect during the period of this agreement. The Grievance Procedure and the EEO Grievance Procedure are attached to this Memorandum of Understanding as Attachment B.

#### 17. HOLIDAYS

- A. Only the immediate days of mourning or holidays declared by the President of the United States and the Governor of California will be considered County holidays in addition to the specific list of holidays already present in the County Code.
- B. When regular Nurses of the bargaining unit are required to work January 1, New Year's Day, Memorial Day, Christmas Day (December 25), Thanksgiving Day, July 4, Labor Day, and the four hour Christmas Eve holiday (December 24), they shall receive, in addition to equivalent vacation credit at straight time, time and one-half compensation for time worked.
- C. Nurses shall receive the following holidays in accordance with provisions of the County Code: New Year's Day, Rev. Martin Luther King, Jr.'s Birthday, Washington's Birthday, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, ½ day before Christmas and Christmas Day.
- D. Holiday time for the nightshift shall be defined as that nightshift in which the major portion of the hours are worked on the holiday. However, Nurses who work the 7:00 p.m. to 7:00 a.m., twelve-hour (12) shift on a designated holiday shall receive eight (8) hours of vacation credit and time and one-half compensation if the holiday worked is one of those eligible for such compensation as provided in subsection B herein, even though the major portion of the hours worked are not on the actual holiday.



- E. The parties are in agreement that holiday time off benefits no longer accrue as a separate category fringe benefit. Instead, if the Nurse is eligible to earn holiday time, it shall accrue as vacation time during the pay period the holiday occurs. Nurses with less than six (6) months of service who work on a holiday may use the accrued vacation time with Department Head approval. However, Nurses with less than six (6) months of service are not cashed out for vacation time upon termination.

The parties recognize that on December 31, 1983, any optional holiday time was combined with vacation benefits. The rate of accrual of vacation hours was increased on January 1, 1984 by sixteen (16) hours of optional holiday time. See section 39 for vacation accrual rates.

Optional holiday time on the books as of December 31, 1983 for an employee, was "frozen" on the books and may be:

1. Taken as time off,
2. Cashed out with the approval of the employee, the department head and the County Auditor-Controller, or
3. May be cashed out upon the employee's termination.

## 18. INSURANCE

### A. Joint Discussion of Group Insurance Issues

The County is a member of the Pacific Business Group on Health. The parties agree to meet and confer in the Joint Task Force for discussions of medical insurance. Current benefits and cafeteria contributions will stay in effect until January 1999.

### B. Group Dental and Vision

The parties agree a self-insured dental and vision plan is made available by the County for County employees and their dependents. CNA agrees to meet and confer concerning the effects of premium contributions if providers of dental or vision insurance increase premium rates during the term of this agreement.

### C. State or Federal Health Care Reform

Should any new State or Federal legislation be approved to take effect during the term of the agreement which effects the County's health insurance programs, the parties agree to immediately meet to determine the potential impact, if any, on employees or the County, of the legislation. Absent legislation modifying such, the County agrees that at least the dollar amounts of premium contributions made by the County for health insurance premiums shall be available to employees during the

term of the agreement, unless amended through the joint negotiation process on health insurance.

19. IRS CODE SECTIONS

The County has implemented IRS code section 129 (dependent care) and 414h2 (retirement) for Nurses covered by this agreement.

20. JURY DUTY

A leave shall be granted for jury duty. A Nurse who works the night shift, who is called to jury duty shall be excused from the shift prior to or following the jury duty. A Nurse who works the p.m. shift shall be excused from the shift following the jury duty. A Nurse assigned to the day shift may be released for the entire shift. If the Nurse is released from jury duty prior to the end of his or her normal shift, the Nurse should call work to determine if he or she should return to work. Nurses who work in areas where they are not replaced for the eight (8) hour period will return to work.

A Nurse on any shift who is called to jury duty will receive straight time earnings upon a waiver of jury fees. The Nurse will advise the County immediately, upon return to work, of the number of hours which the Nurse was detained because of jury duty, including reasonable travel time. As quickly as possible thereafter, the Nurse and the supervisor will schedule by mutual agreement, if possible, the make-up hours equal to the difference between the hours worked and the hours of jury duty. In lieu of working the required number of make-up hours, the Nurse may elect to substitute accrued compensatory, vacation or holiday time.

Nurses who must appear for jury duty on their normal day off will receive the jury fees. No overtime liability will be incurred for weekend work if it is their scheduled day to work. Nurse requests for accrued CTO, vacation or holiday time to cover weekend work after forty hours of jury duty will be given a good faith effort to grant the Nurse time off for the weekend.

21. LEAVES OF ABSENCE

- A. Members of the bargaining unit may request, and leaves of absence shall be granted pursuant to the County Code and the County Family Medical Leave Policy which is consistent with the Family Medical Leave Act.

Leaves may be granted for maternity or paternity needs, illness (upon exhaustion of available paid sick leave), educational and professional development pursuits, including attending schools, seminars, conventions, and workshops, etc. and other compelling personal reasons.

Unpaid leaves of absence may be approved by the department head or his/her

designee upon the written request of the Nurse.

Leaves of absence of fifteen (15) consecutive calendar days or less shall not result in a change of salary or vacation accrual anniversary dates.

The County may adopt reasonable procedures providing for the administration of these provisions. The Parties agree that the County's unpaid leave of absence policy will remain unchanged during the term of this agreement to include that unpaid leaves of absence be approved for probationary Nurses.

As a condition for an unpaid leave of absence to continue, the County may require the Nurse on leave to provide periodic status reports demonstrating that the conditions still remain upon which the leave of absence was initially requested and approved.

In addition, it is agreed that in order to accrue holiday, vacation, and sick leave benefits for a given pay period, the Nurse on an unpaid leave of absence must work or be in a "paid status" for the major portion of his/her regular work schedule for the pay period.

- B. Parties agree that Section 3.36.030 of the County code has been amended as follows:  
"The granting of any leave of absence without pay or other time off without pay exceeding fifteen (15) consecutive calendar days shall cause Nurse's date of eligibility of increased vacation accrual rates under this section to be postponed by the equivalent number of days."
- C. The leave of absence policy of Stanislaus County will be in compliance with the Family Medical Leave Act.

## 22. PARKING

The parties agree to participate in interest-based negotiation regarding future parking issues.

## 23. PERFORMANCE EVALUATION

After six (6) months of employment, a new Nurse shall receive a written performance evaluation. Thereafter, each Nurse shall receive, at least annually, a written performance evaluation of the Nurse's work performance. Additional written evaluations may be given at any time at the discretion of the County or at the request of the Nurse.

Evaluations shall be given no earlier than thirty (30) days prior to and no later than thirty (30) days after the due date (the Nurse's salary anniversary date) of such evaluations. The written evaluation shall be presented during an evaluation appointment and the Nurse shall be given a copy of the evaluation for his/her personal files.

The Nurse shall be notified of the right to attach comments to the document. Each evaluation shall have a place for the Nurse's signature and date the Nurse was presented with the evaluation. The Nurse's signature shall indicate only that s/he has received the evaluation and read it.

It shall be the responsibility of the County to make every effort to provide prompt counseling between formal performance evaluations for any Nurse who is deemed to be performing below expectations.

A performance evaluation with a less than satisfactory overall performance rating shall include areas where improvement is needed and how that improvement can be accomplished. A follow-up performance evaluation shall be completed within six (6) months from the date of any performance evaluation with an overall rating of less than satisfactory. Failure by the County to complete the follow-up evaluation shall result in the time worked after the six (6) month period to be counted for purposes of seniority calculations.

24. DEPARTMENTAL PROBATIONARY PERIOD

Nurses taking a voluntary demotion in the same series or transferring between departments in the same classification may be required to serve a new departmental probationary period as a condition of the transfer not to exceed six (6) months. All other County policies in effect prior to the commencement of this agreement concerning the probationary period shall remain in effect.

25. NURSING PRACTICE

No action by the County shall exceed the limits of Nursing licensure as defined by law and by pertinent regulations, jeopardize the health and safety of Nurses covered by this Memorandum of Understanding, or violate the standards of commonly recognized nursing practice.

26. PROFESSIONAL PERFORMANCE COMMITTEE

A Professional Performance Committee (PPC) shall be established at the County. The committee shall determine its appropriate composition.

The goals and purposes of the Professional Performance committee shall be to review and make recommendations on:

- A. Matters concerning professional standards of nursing;
- B. The application of such standards in the County;
- C. Issues which relate to the professional practice of nursing;
- D. The quality of patient care;
- E. Effectiveness of acuity staffing systems;
- F. Relations with other professionals; and

- G. Such other subjects that are deemed by the committee as relevant to the development and maintenance of the highest level of patient care.

The committee will schedule meetings on a regular basis. Any department head may also request an opportunity to meet with the committee. The committee may use County facilities to hold meetings with prior scheduled approval of the department head or designee. Committee members will attend meetings during their own time unless prior approval is received from the department head or designee.

The committee will not be involved in the evaluation of the performance of any individual, the processing of grievances, or meeting and conferring within the meaning of the Employee Relations Ordinance of the County.

The Professional Performance Committee shall act as an advisory body making recommendations to the department head. Such recommendations will be advisory, will be considered in good faith and will be acted upon if deemed in the department's best interest and feasible by the County.

Such recommendations shall be presented for review and discussion with appropriate County officials at a mutually agreeable time and place. Any written recommendation from the committee chair to a department head will be responded to by the department head or her or his designee in a timely manner but no later than thirty (30) days from the date on which the department head received the recommendation.

The County recognizes the value that input from the Registered Nurses may have in improving the existing staffing system and, to that end, supports the concept of meeting jointly with the Nurses to discuss staffing systems/concerns as needed.

**Effective October 1, 1998 two hours of release time per month shall be provided for up to 4 nurses to participate in the Professional Performance Committee. This release time provision shall expire on August 31, 2001 unless extended by mutual agreement of the parties.**

**The committee will coordinate their efforts with existing quality initiatives in the departments to ensure that efforts are not duplicated.**

**The Professional Performance Committee shall act as an advisory body making recommendations to the Department Head. Such recommendations will be advisory, will be considered in good faith and will be acted upon if deemed in the department's best interest and feasible by the Managing Director of the Health Services Agency, Director of Behavioral Health & Recovery Services or Public Health Officer. This will be extended to the end of the current contract.**

## 27. SENIORITY

The seniority of a Registered Nurse shall be based upon the amount of total continuous service with the County.

A performance evaluation with a less than satisfactory overall performance rating shall include areas where improvement is needed and how that improvement can be accomplished. A follow-up performance evaluation shall be completed within six (6) months from the date of any performance evaluation with an overall rating of less than satisfactory. Failure by the County to complete the follow-up evaluation shall result in the time worked after the six (6) month period to be counted for purposes of seniority calculations.

## 28. REPORTING PAY

Nurses who are permitted to come to work without receiving prior notice that no work is available in their regular assignment, shall perform any nursing work to which they may be assigned. It is understood that the County will make reasonable efforts to have the Nurse work in an area in which the Nurse is qualified and willing to work.

When the County is unable to utilize such Nurse, the Nurse shall be paid an amount equivalent to two (2) hours times the straight time hourly rate plus applicable shift differential. The provisions of this section shall not apply if the County makes a reasonable effort to notify the Nurse by telephone as far in advance as possible, but at least two (2) hours in advance, before the Nurse's scheduled time to work. If the County cannot contact the Nurse by telephone, a contact attempt shall be made as verification that cancellation efforts were made in accordance with this section. The person making the call shall make a note of the call including their name, the date and time of the call. The log of the call attempt shall be available for review by the Nurse.

In all likelihood, Nurses will be required to report to work and remain for the two-hour period if the required two (2) hour advanced notice is not met. The County may call the Nurse after the required two (2) hour period to inform him or her of the staffing situation and give the Nurse the option to waive the required two (2) hour "reporting pay" by not reporting for work. The option to not report in this instance will be left to the discretion of the affected Nurse.

This section shall only apply up to the first two (2) hours of the start of the shift. When a staffing reduction decision is made after the first two (2) hours of work, the MOU section entitled "Time Off When Census/Workload is Low" shall apply.

## 29. RESIGNATION NOTICE

A Nurse wishing to leave the classified service in good standing shall file with the Department Head, a written resignation giving at least two (2) weeks notice unless the Department head

consents to the Nurse leaving sooner. The written resignation, together with notice of its acceptance on forms prescribed by the Chief Executive Officer, shall be immediately forwarded to the Chief Executive Office. In the event a Nurse leaves the classified service without filing a written resignation, the department shall so indicate on the form forwarded to the Chief Executive Officer, and the Nurse may be denied future employment with the County.

Nurses resigning shall be entitled to receive payment for accrued but unused vacation, holiday, overtime and for a portion of unused sick leave pursuant to the County Code.

30. RN CAREER LADDER

A. Clinical Nurse – HSA

The parties established a Clinical Nurse designation for members of the bargaining unit employed in the classification of Staff Nurse II and Staff Nurse III at HSA, which provides the Staff Nurses designated as Clinical Nurses additional compensation of five percent (5%).

B. Public Health Nurse Differential

The parties agree that a minimum of three Public Health Nurse positions are approved to receive additional compensation averaging five percent (5%) for lead or coordinator responsibilities.

31. WORKPLACE HEALTH AND SAFETY

The parties acknowledge the mutual responsibility to provide a working environment free from unsafe or harmful working conditions. The parties further agree to strive to reduce the number of job-related illnesses or injuries.

CNA agrees to support and encourage its members to participate in such safety training as the County may provide, wear such safety equipment as is required by the County, and to adhere to such safety procedures governing methods of work or equipment as may be required. The County will purchase or reimburse Nurses for purchase of any personal safety equipment specifically required by the County in order to comply with the provisions of CAL-OSHA.

The County will comply with all aspects of the California Code of Regulation, Title 8, Section 3202, Injury and Illness Prevention Plan and all aspects of AB 508. This will include providing education to Nurses relating to various Nurse safety and security topics. Such training and education will be provided to the Nurses on County time.

The parties agree that a representative from the Professional Performance Committee (PPC) shall be appointed by CNA to serve on the County's Safety Committee at HSA.

The PPC representative will receive an annual calendar regarding meeting dates, time and place and will receive the same monthly notification as other members of the Safety Committee. Release time, with prior approval from the supervisor, will be allowed for attendance at the meeting.

The issue of campus safety will be placed on the committee agenda on a regular basis. Identification of campus safety and security issues will be documented in the committee minutes, listing intervention and possible resolutions in order to assure protection for all staff.

A copy of the minutes will be given to the PPC representative. The PPC representative will share this information with the Nurses, protecting the confidentiality of the items addressed.

### 32. WORKERS' COMPENSATION

The parties agree that the County's Worker's Compensation benefits shall remain undiminished under the life of this agreement except that, in lieu of temporary disability, for a period not to exceed six (6) months from the date of injury, the County will provide a continuation of full salary for Registered Nurses who sustain illness or injury arising in and out of the course of employment. The six (6) months of time shall be limited to a total of six (6) months of time within a twelve (12) month period, beginning with the first date of absence covered by this provision.

The parties agree that Nurses receiving worker's compensation payments will have the option to request those payments to be supplemented by charges against any holiday, vacation or compensatory time off which the Nurse has accrued up to a level that would provide the Nurse with compensation not exceeding the Nurse's base salary.

### 33. SICK LEAVE

#### A. Accrual

In accordance with existing County policy, full-time regular Nurses shall accrue 3.7 hours of sick leave for each pay period. All Nurses who terminate County Service after one year of continuous service shall be paid a sum of money equal to twenty-five percent of their hourly rate of pay at the time of their termination multiplied by their total number of accumulated and unused hours of sick leave. Other provisions of the County's sick leave policy will also remain unchanged.

#### B. Sick Leave Cashout at Termination

Nurses who leave County service as a result of death, disability retirement or service retirement excluding deferred retirement, shall receive cash for accrued, but unused



sick leave on the books at the rate of fifty percent (50%) of the salary equivalent of such sick leave.

Nurses with more than six (6) years of service as a "regular" employee, shall receive cash for accrued, but unused sick leave on the books at the rate of twenty-five percent (25%) of the salary equivalent of such sick leave upon voluntarily terminating County service for any reason other than retirement as described above. Terminations for cause, regardless of the length of service, shall result in zero cash-out of accrued sick leave.

Nurses in a "regular" employment status for six (6) years or less who terminate County service for all other reasons except due to a reduction-in-force action as provided by the "Reduction-in-Force Policy," including but not limited to a deferred retirement, resignation and discharge, are not eligible to receive any cash-out of unused sick leave. Nurses with one year of service or more who are laid off due to a reduction-in-force action, shall continue to be eligible for the twenty-five percent (25%) sick leave cash-out as provided by existing County policy.

The maximum amount of sick leave that shall be applied toward the cash out provisions as provided for in the MOU shall be six hundred (600) hours. For example if a Nurse retires from County service, he or she would be cashed out for fifty percent (50%) of six hundred (600) hours or three hundred (300) hours. Time in excess of the six-hundred (600) hours may continue to accrue and be used in the case of illness.

Any Nurse who, as of January 1, 1995, has accrued time in excess of six hundred (600) hours shall be cashed out upon termination for the amount of time accrued as of January 1, 1995 as provided for in this Section. The total sick leave accrual on that date shall become the Nurse's individual maximum or cap for sick leave cashout purposes while the Nurse remains in the continuous employment of the County. For example, if the Nurse has one thousand (1000) hours on the date the cashout maximum takes effect, he or she would be cashed out for fifty percent (50%) of one thousand (1000) hours or five hundred (500) hours upon retirement. Any time accrued and in excess of this time will not be subject to cashout.

C. Sick Leave Accrual in Excess of Maximum Cashout

Time in excess of the six hundred (600) hours may continue to accrue and be used in the case of illness.

34. THIRD TIER RETIREMENT

The parties acknowledge the implementation of an optional employer funded third tier in the County Miscellaneous Retirement System. The plan is optional for current Nurses to switch

from tier one or tier two on a one-time basis through October 10, 1986, and optional for new Nurses in the future.

35. TIME OFF WHEN CENSUS/WORKLOAD IS LOW

- A. The parties agree that when the census/workload reaches a point where regular staff is present in excess of staffing requirements, the departments will:
1. First seek volunteers, within the affected unit and/or shift, to take accrued vacation, holiday, comp time or dock time off.
  2. In the absence of sufficient volunteers, the County will first cancel registry personnel and then non-bargaining unit extra help Nurses.
  3. If further reductions are necessary, the employer will cancel part-time RNs on a rotating basis in inverse order of seniority.
  4. If further reductions are still necessary, the County may then cancel full-time Nurses on a rotating basis in the inverse order of seniority.

The possible exception to the order of cancellation will be if the affected Nurse possesses required specialized skills, whereby if that Nurse is called off patient care could be adversely affected.

- B. Nurses subject to such workforce reduction may elect to use accrued vacation, holiday, comp time or dock time (for someone out of paid leave time) up to a maximum of sixteen (16) hours per month by the Nurse, on a rotating basis, in inverse order of seniority.

The order in which time off may be taken under this section shall be comp time, vacation, holiday and dock time unless the Nurse specifies otherwise.

- C. The County will maintain a log of all extra help, contract part-time and regular personnel who are eligible for call-off. The order that the Nurses will be called off by shift, will be noted and the log will be updated weekly to reflect those Nurses who have been assigned involuntary low-census days. This list will be available in the SBHC Supervisors' Office.

The County if necessary, will also maintain an availability list of Nurses who wish to volunteer to be called off.

time as follows:

- 3.08 hours per pay period (ten days a year) for the first through completion of the second year of continuous service.
- 4.62 hours per pay period (fifteen days a year) for the start of the third year through and including the tenth year of continuous service.
- 6.16 hours per pay period (twenty days a year) for the start of the eleventh year through and including the twentieth year of continuous service.
- 7.70 hours per pay period (twenty-five days a year) for the twenty-first year of continuous service and thereafter until separation from County service.

In addition, all members of the bargaining unit will receive an additional .93 hours per biweekly pay period.

B. Vacation Pay

Paid vacation time off shall include all additional compensation generally earned. Pro-rated vacation pay shall be granted to Nurses upon termination of employment.

C. Vacation Time Request

The Division Head and/or Manager shall approve or deny written requests for vacation within thirty (30) days of receipt of the request and shall make reasonable efforts to accommodate such requests. No vacation request shall be unreasonably denied because of the season of the year. There shall be at least two (2) sign-up periods for vacation during the course of the fiscal year.

D. Limited Cash Conversion of Vacation

Nurses with one hundred (100) or more hours of accrued vacation on the records may request conversion into cash payment of up to forty (40) hours of accrued vacation not more frequently than once in a fiscal year. Such conversion will be granted upon approval of the Department Head and the Auditor-Controller. The vacation conversion request shall not be unreasonably denied.

E. Vacation Accumulation Maximum

The parties agree that effective January 6, 1996, Nurses who have reached the four hundred and fifty- (450) hour vacation accumulation maximum shall not accrue any

36. TRANSFER REQUESTS

Nurses covered by this agreement desiring to be considered for openings may submit a letter to the **Human Resources Manager** specifying the unit(s), shift(s), and classification(s). Nurses who have submitted this letter will be considered for the position together with those Nurses who have submitted a formal application.

In the event a position has not been filled within the five (5) calendar day posting period, Nurses who have a transfer request letter on file with the **Human Resources Manager** will be considered for the position.

This transfer request letter will be maintained by the **Human Resources Manager** for one year or until withdrawn by the Nurse.

The Nurse may be required to complete an application prior to the selection decision.

37. POSTING AND FILLING OF VACANCIES

All Registered Nurse assignment vacancies covered in this agreement shall be posted for five (5) calendar days on the CNA bulletin boards. A notice of vacancy shall also be posted at HSA in at least one locked bulletin board provided by the County.

It shall be the policy of the County whenever possible, to fill more desirable and/or promotional positions from personnel within the County, qualifications being approximately equal.

All Nurses employed by the County may apply for existing current assignment vacancies or newly created assignments, and shall be given preference in filling such assignments on the basis that the person must be qualified, including consideration of desirable characteristics. Where qualifications and performance are approximately equal, seniority shall prevail.

38. UNIT ORIENTATION

Nurses covered by this agreement who desire to be oriented to additional units, will notify the Department Head or his/her designee of their request. Nurses will be oriented in order of seniority, provided: (A) that there is a management need to orient additional staff to the unit, and (B) that the Nurse has the qualifications to work in the area in question.

39. VACATION

A. Vacation Accrual

Full-time Registered Nurses who have been employed by the County and who have not had a break in service or unpaid leave of absence shall be eligible for vacation

additional vacation time. Accrual of vacation time shall again commence in the pay period that the Nurse's vacation time has fallen below the four hundred and fifty (450) hour maximum. It is the policy of the County that Nurses take at least their normal vacation each year; provided, however, that for reasons deemed sufficient by her/his department head, a Nurse may, with the consent of the department head, take less than the normal vacation time with a correspondingly longer vacation the following year.

Nurses who are nearing the vacation accumulation maximum of four hundred and fifty (450) hours (at three hundred and seventy [370] hours or higher) will receive notification from the department. Nurses are encouraged to request vacation upon receiving this notice pursuant to department procedures.

Failure by the Nurse to make a good faith effort to request vacation in accordance with departmental procedures will result in vacation accrual stoppage at four hundred and fifty (450) hours.

If the Nurse makes a good faith effort to request vacation time and the request is denied by the department, the Nurse will receive up to eighty (80) hours of vacation cashout. It is understood Nurses may have to request vacation time outside of high use time, i.e., holiday seasons and summer months.

#### 40. WORK SCHEDULING

##### A. Every Other Weekend Off Schedule

The County agrees to maintain an every other weekend off schedule for Nurses who are required to work weekends and who currently are provided with this schedule.

The County agrees to work toward an every other weekend off schedule for the Psychiatric Nurses assigned to the Behavioral Health & Recovery Services Psychiatric Inpatient Unit, who are required to work weekends but who are not scheduled every other weekend off. Such an assignment shall be contingent upon the County's ability to employ a sufficient number of staff to provide weekend relief coverage.

The parties further agree that the County will make a good faith effort but will not guarantee to maintain a work schedule with every other weekend off for Nurses who have been allowed to work a modified schedule to accommodate their college attendance.

Nurses may volunteer to waive, in writing, every other weekend off.

For the purpose of this section, weekend shall be defined for eight-hour shift Nurses as all hours between the end of the PM shift Friday and the end of the PM shift Sunday; for twelve-hour (12) shift Nurses the weekend shall be defined as the hours between 7 p.m. Friday and 7 p.m. Sunday.

B. Meal Periods

Nurses who are scheduled to work eight (8) hours within a time period of eight and one-half (8 ½) hours shall not receive less than half (1/2) hour for meals. If such Nurses are required and authorized by the supervisor to work during the meal period or if relief for such meal period is not provided, such meal shall be considered time worked for the purposes of computing overtime and compensated as CTO or cash.

C. Work Schedule Posting

The work schedule shall be posted at least fourteen (14) days in advance.

D. Rest Periods

The parties agree that Section 3.32.090 of the County Code governing County employee rest periods remains in effect. The section provides that each department head is empowered to grant to Nurses in his or her department, rest periods during the working hours of the day. Such rest periods are not to exceed fifteen (15) minutes in any four (4) consecutive hours of work. It is further recognized that rest periods are not cumulative and if not used are lost to the Nurse.

41. 12-HOUR SHIFT PROCEDURES

A nurse may request assignment to a 12-hour shift at HSA. Such requests will be approved or denied at the discretion of the Human Resources Manager in accordance with the following provisions: If the Human Resources Manager feels that the requested 12-hour shift is feasible, the availability of such a position will be posted. At the conclusion of the posting period, the Human Resources Manager will determine whether it remains feasible to fill the position on a 12-hour basis and if it remains feasible, the most senior interested nurse in the affected classification will be permitted to work the 12-hour shift. If such nurse leaves County service, the Human Resources Manager will re-evaluate maintaining that particular 12-hour shift assignment and has sole discretion to determine whether the assignment should remain a 12-hour assignment, be changed to an eight hour assignment and rotated or not rotated among different shifts. Twelve-hour shifts at HSA if any, shall be governed by the following rules:

- A. There shall be two primary 12-hour shifts per day - a "day shift" commencing at 6:45 a.m. and ending at 7:15 p.m. and a "night shift" commencing at 6:45 p.m. and ending

at 7:15 a.m. the following day. Additional twelve-hour shift options may be made available to handle special patient care needs.

- B. During each 12-hour shift, a nurse is entitled to one 30-minute meal period and three 15-minute breaks. The meal periods and rest breaks will be scheduled by the nurse with the prior approval of the Supervising Nurse. Meal periods and rest periods are not cumulative and must be used by the nurse or will be lost. The only exception will be the meal periods missed due to unavoidable working requirements, approved in advance by the Supervising Nurse on duty, will be compensated at the rate of time and one-half.
- C. Each nurse working a 12-hour shift schedule will receive every other weekend off unless the nurse requests an exception and it is approved by the Human Resources Manager. In addition, except in cases where staffing emergencies preclude, nurses shall receive at least two consecutive days off each week. Further, except in cases where staffing emergencies preclude, no nurse shall be required to work more than four consecutive days.
- D. To the extent possible, HSA will schedule 12-hour shift nurses assigned to the same nursing unit in pairs in order to eliminate the need for such nurses to float between unit assignments. Exceptions to the above shall result when staffing emergencies preclude assignment in pairs and make floating necessary.
- E. Nurses working the night shift shall receive shift differential as set forth elsewhere in this agreement for the night shift.
- F. Work on a 12-hour shift schedule will not result in any change in the number of hours or methods of accrual of hours or work, sick leave, holiday, or vacation benefits. Use of sick leave, vacation, or holiday time for an entire 12-hour shift will involve a reduction by 12 hours of the appropriate accumulated leave.
- G. Double time shall be compensated for twelve (12) hour shift nurses after the thirteenth hour of work. The time worked between the twelfth and thirteenth hour of work will be compensated at time and one half.

#### 42. JOINT DISCUSSIONS

The parties recognize the importance of on-going communication. To foster this communication, the parties agree to establish a Joint Labor Management Committee to discuss items of mutual interest. These mutual, non-binding discussions may include matters that affect wages, hours, or terms and conditions of employment. Upon approval of both parties agreements from the Joint Labor Management Committee may be incorporated into this contract through a side letter or amendment.

The Joint Labor Management Committee will meet the first Monday of each month commencing on October 5, 1998. This meeting schedule can be modified by mutual agreement at any time.

CNA agrees to continue to participate in joint discussions concerning performance-based pay systems and performance-based reduction-in-force programs. These mutual, non-binding discussions shall occur during the term of this Agreement.

It is not the County's intent that the current compensation of any member assigned to the Registered Nurses bargaining unit be reduced as a result of implementing a performance-based pay program.

43. SEVERABILITY

It is not the intent of the parties hereto to violate any laws, rulings or regulations of any governmental authority or agency having jurisdiction over the subjects to this collective bargaining agreement. The parties hereto agree that in the event that any provisions of the agreement are finally held or determined to be illegal or void or as being in contravention of any such laws, rulings or regulations, the remainder of the agreement shall remain in full force and effect unless the parts so found to be void are wholly inseparable from the remaining portions of this agreement.

44. FULL UNDERSTANDING

The parties agree that the provisions of this Memorandum of Understanding fully set forth the agreement of the parties on the matters of wages, hours, terms and conditions of employment herein set forth. Any prior understanding or agreements by the parties whether formal or informal regarding these matters are hereby superseded or terminated.

The parties agree that except as provided herein, the mutual obligation of the County and CNA to meet and confer over matters of wages, hours, terms and conditions of employment have been met in good faith.

**The parties recognize that effective December 1997 the County discontinued its operation of its acute care, medical, in-patient hospital. Provisions related directly to the operation which affect wages, hours, or terms and conditions of employment of an acute care, medical, in-patient hospital have been removed from this Memorandum of Understanding. Those provisions are reflected in the Memorandum of Understanding which was in effect for the period of September 1, 1994 through midnight December 31, 1997, signed and dated June 14, 1996.**

**Should the County operate an acute care, medical, in-patient hospital during the term of this agreement, those provisions previous which were removed that affect wages, hours, or**



**terms and conditions of employment shall be reactivated and serve as the basis for meet and confer sessions.**

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## REDUCTION-IN-FORCE – CNA

Whenever in the judgement of the Board of Supervisors it becomes necessary in the interest of economy or because the necessity for a position no longer exists, the Board of Supervisors may abolish a position or classification, and if necessary reduce personnel by laying off employees without the filing of disciplinary changes and without granting the employee the right except as accorded in these provisions. In reducing the number of employees every effort will be made to avoid displacing existing employees by allowing voluntary demotion or transfer to vacant positions.

In the event that reduction-in-force action is to be recommended in the Registered Nurses Bargaining Unit during the period of this agreement, a good faith effort will be made by the County to notify CNA and meet upon their request to discuss alternatives to the reduction-in-force action, including voluntary time off, approval of leave of absence requests, and voluntary layoffs. In laying off employees in the Classified Service, the order of separation shall be based upon seniority as herein specified.

### ORDER OF SEPARATION

Employees in the same class shall be separated considering seniority and type of appointment with the least senior employee in any category of appointment being the first separated and with tied seniority scores broken as provided herein. The sequence of appointment types shall be:

1. Provisional
2. Extra-Help
3. Trainee
4. Regular Full-time and Regular Part-time

Within regular part-time and regular full-time appointments, employees with probationary status shall be laid off before employees with permanent status in the same class regardless of relative seniority.

SENIORITY: Employees' seniority will be based on amount of total continuous service with the County. In an affected classification that employee with the least total continuous service shall be the first separated from the affected department except as otherwise provided herein. In cases of equal seniority among employees, the order of separation shall be determined by the Assistant Executive Officer based on a review of relative performance efficiency as evidenced in performance evaluations and such relevant material as may be submitted by the Department and the affected employee in an informal hearing.

PERFORMANCE: Notwithstanding the above, service time credit for the purpose of determining seniority shall not include employment during any period between completion of a

performance evaluation evidencing in overall rating below satisfactory and completion of a subsequent evaluation with satisfactory or better overall rating.

WRITTEN NOTICE: Written notice of layoff shall be served on affected employees in person or by certified letter mailed to the last address on file with the Assistant Executive Officer. Notice will be served or mailed at least 21 calendar days prior to the effective date of the separation. Notice shall be deemed served upon return of a delivery receipt or receipt showing attempted delivery.

DEMOTION IN LIEU OF LAYOFF: In lieu of being laid off, an employee may elect to voluntarily demote within the same series or to a classification previously held. Less senior employees who may be displaced as a result of demotion actions shall in turn be subject to the provisions of this section. In order to exercise these options, the employee affected must so advise the Assistant Executive Officer in writing no later than seven working days after receiving notice of layoff.

TRANSFER IN LIEU OF LAYOFF: In lieu of being laid off, an employee may request to voluntarily demote in the same class or series or transfer to another department, in lieu of exercising bumping rights due to a reduction in force, that employee will retain all return rights to his/her positions, even if the employee does not successfully complete the probationary period in the position to which the employee was demoted or transferred. If the original position has not been reestablished, the employee will remain on the re-employment list or may elect to exercise bumping rights as outlined in the Reduction-in-Force policy.

RE-EMPLOYMENT: For a period of one year from the effective date of lay off, no regular position in the affected classification in the department involved shall be filled without first providing employees possessing rights to re-employment with an opportunity to be rehired. Re-employment lists shall be in inverse order of lay-off with the most senior employees from amongst these laid-off rehired first. Such re-employment would be at the same salary step or the salary range assigned such classification and with the same seniority as the employee had earned at the time of layoff. Benefits paid out at the time of separation such as vacation or sick leave may be brought back at employee expense. Written notice of the re-employment opportunity shall be sent by certified mail to the last known address of the former employee by the Personnel Department. The former employee shall have 14 calendar days to respond to the notice.

ADMINISTRATIVE DECISIONS: The Assistant Executive Officer is authorized to render decisions resolving questions of seniority, performance, and continuous service incident to the administration of this section.

SPECIAL CIRCUMSTANCES: Employees assigned to a position on the basis of bona fide occupational qualifications may be exempted from the reduction-in-force list for their classification where those skills are necessary to continue the level of service rendered by the program.

**APPEALS:** Persons subject to layoff or demotion under these provisions may appeal to the Assistant Executive Officer any allegation of error, fraud, irregularity or bias in the application of the reduction-in-force procedures. The affected person may, within seven days after receipt of the decision of the Assistant Executive Officer, appeal that decision. An appeal should be filed with the Assistant Executive Officer. The Assistant Executive Officer shall forthwith transmit the appeal request to the hearing board established pursuant to Section 3.28.060 of the Stanislaus County Code. The hearing board shall within a reasonable time from the filing of the appeal, commence the hearing thereof and shall notify the interested parties of the time and place of hearing at least five days in advance thereof.

At the hearing, both the appellant and the County shall have the right to be heard publicly, to be represented by Counsel and to present evidentiary facts. The parties may agree to a hearing closed to the public and the hearing board may at any time exclude any person who may be a witness in the appeal under consideration. The hearing shall be informal and the hearing board shall not be bound by any rules of evidence governing trial procedure and state courts. The hearing board shall render a written decision, copy of which shall be transmitted to the Assistant Executive Officer. The Assistant Executive Officer shall serve a copy of the decision upon the appellant. The decision of the hearing board shall be final.

Relevant provisions in Chapter 3.28.060 and 3.28.070 of the Stanislaus County Code shall govern the hearing process.

## GRIEVANCE PROCEDURE - MOU PROVISION

### Procedure for Settling Grievances Including Binding Arbitration

- I. Intent: It is the intent of this provision of the Memorandum of Understanding to provide orderly and equitable procedures for the presentation and resolution of misunderstandings and disputes between the County and its employees. It is further intended that the exercises of these rights in good faith be available to all County employees (except as herein provided), without fear of reprisal or coercion.
- II. Definitions:
  - A. Grievance - A grievance is defined as an employee initiated allegation that a term or condition of employment established by State law, County ordinance, resolution, Memorandum of Understanding or written departmental policy is being violated provided, however, that such term or condition of employment is not subject to the discretion of the County or is not a subject outside of the scope of representation as defined in Section 3500 et seq. of the Government Code or the County's Employee Relations Ordinance. This grievance procedure shall not apply to matters within the scope of applicable Federal or State grievance procedures.
  - B. Complaints - A complaint is defined as an employee initiated allegation or dispute concerning terms and conditions of employment which are not grievances as defined above. Complaints shall be handled as herein provided except that a complaint may not be appealed to the Chief Administrative Officer or to arbitration.
- III. Exclusion of Disciplinary Appeals and Equal Employment Opportunity Grievances - Appeals from disciplinary actions or grievances alleging violation of the County's policies of equal employment opportunity or affirmative action or involving allegations of employment discrimination will be handled pursuant to the County's Equal Employment Opportunity Grievance Procedure and does not include binding arbitration as the final step in the procedure.
- IV. Representation - In presenting and resolving grievances, employees may represent themselves on County time, within reason, or may designate a representative or their own choosing. Costs associated with such representation, if any, will be borne by the employee.
- V. Time Limits - The time limits herein specified may be extended to a definite date by mutual consent of the parties. Failure to meet time limits by the employee shall constitute withdrawal of the grievance. Such failure by the County shall entitle the employee to request the next step in the procedure.

VI. Grievance Procedure Steps:

- A. Informal Discussion - Every effort should be made to settle grievances at the lowest level of supervision possible. The employee should advise his immediate supervisor that a grievance is present and explain it to the immediate supervisor no later than fifteen (15) working days after he/she becomes or should become aware of the issue. The immediate supervisor shall thereafter hear, and decide the matter informing the employee of the decision orally within seven (7) working days.
- B. Written Grievances - If the grievance is not resolved through informal discussion, the employee may within seven (7) working days from the date of the supervisor's informal decision, submit a written grievance to said supervisor with a copy submitted to the department head and the Director of Personnel. Such a written grievance, signed by the employee shall set forth the facts at issue, the relief sought and time of occurrence of any alleged incident or violations precipitating the grievance. The supervisor shall thereafter further investigate and consider the grievance and deliver a written decision to the employee within seven (7) working days after receiving the grievance.
- C. Department Head Review - If the grievance is not resolved by the written decision of the supervisor, the employee may request in writing within seven (7) working days after delivery of prior written decision that the grievance be reviewed by the department head. If such a request is received, the department head or his/her designee shall conduct such meeting(s) with the employee, informal hearings or investigations as are appropriate in his/her judgment and deliver to the employee a written decision within seven (7) working days after receipt of the review request.
- D. Advisory Opinion of Director of Personnel: At any point in this procedure after filing a written grievance or complaint, the Director of Personnel may offer, or either party may request, the non-binding advisory opinion verbally or in writing of the Director of Personnel concerning resolution of the grievance or complaint.
- E. Grievance Appeal: If the employee wishes to appeal the department head's decision, he/she shall do so in writing to the Director of Personnel within ten working days after receipt of the department head's decision. The employee may elect to submit the grievance for final decision to the Chief Administrative Officer. If the employee is represented by the recognized employee representative of the assigned bargaining unit, through the elected representative only, the grievance may be submitted for binding arbitration. Within the specified time period the employee and/or the elected representative as specified herein, shall specify in writing to the Director of Personnel whether the grievance should be submitted to the Chief Administrative Officer or binding arbitration. The decision to utilize binding arbitration shall be the prerogative of the recognized employee organization only, with the employee's concurrence; access to only

one of the two procedures for the purpose of resolving the alleged grievance shall be given the employee(s); the option of procedure utilized shall be binding and irrevocable upon the employee and the employee's recognized employee organization; and the procedure utilized shall be limited to grievances only as defined in section II, Subsection A "Definitions, Grievance" herein, excluding complaints.

1. Submission of the Grievance Appeal to the Chief Administrative Officer

If the employee wishes to appeal the department head's decision to the Chief Administrative Officer, in lieu of binding arbitration, the employee shall do so in writing to the Director of Personnel specifically stating this option, within ten working days after receipt of the department head's decision. The Chief Administrative Officer or his/her designee shall thereafter conduct an informal hearing, and any other meetings or investigations as are appropriate in his/her judgment. The written decision of the Chief Administrative Office or his/her designee shall be delivered to the employee within fifteen working days after receipt of the appeal. The decision of the Chief Administrative Officer or his/her designee shall be the final step in the County's procedure for settling grievances. For the purpose of this section, the Director of Personnel shall not serve as the designee if the Director of Personnel has rendered an advisory opinion concerning the grievance. This does not preclude the Chief Administrative Officer from utilizing the advisory opinion of the Director of Personnel.

2. Submission of the Grievance Appeal to Binding Arbitration

If the employee wishes to appeal the department head's decision and elects to not refer the matter to the Chief Administrative Officer for final resolution, the employee may, through the recognized representative of the employee's assigned bargaining unit only, elect binding arbitration by writing to the Director of Personnel within ten working days after receipt of the department head's decision. Prior to the selection of the arbitrator and submission of the grievance for hearing by an arbitrator, the Director of Personnel shall informally review the grievance and determine whether said grievance may be adjusted to the satisfaction of the parties. The Director of Personnel shall have ten (10) working days in which to review and seek amicable resolution of the grievance.

a. Selection of Arbitrator

If the required steps of the grievance procedure have been exhausted and the grievance remains unresolved and is subject to arbitration, the arbitrator may be selected by mutual agreement between the Director of Personnel and the grievant's recognized representative of the assigned bargaining unit. However, should the parties fail to mutually agree on an arbitrator, they shall make a joint

request of the State Conciliation Service for a list of five qualified arbitrators. The arbitrator shall be selected from the list by the parties alternately striking names with the first strike determined by chance, until only one name remains, and that person shall serve as arbitrator.

b. Arbitration Issues

The parties shall, within fifteen (15) working days following the informal review of the Director of Personnel, exchange in writing their understanding of the questions to be submitted to arbitration. Thereafter, the parties to the arbitration shall use their best efforts to exchange a written summary of the evidence they intend to offer and to reach agreement on and reduce to writing the question or questions to be submitted to arbitration. The agreed upon question or questions, if agreement is reached, together with the exchanged summaries of evidence and a list of witnesses to be used by each side, shall be submitted to each other and the arbitrator no later than five (5) working days prior to the arbitration hearing.

c. Arbitration Expenses Shared

The cost of employing the arbitrator shall be borne equally by the parties to the arbitration. All other costs such as, but not limited to, attorney's fees shall be borne only by the party incurring that cost. If both parties agree to the use of a court reporter, or if the arbitrator requires the use of a court reporter, the cost of the court reporter shall be shared equally. Absent mutual agreement, the side requesting use of the court reporter shall absorb the cost. The cost of the transcript, if one is prepared, shall be absorbed by the party requesting the transcript, unless both parties mutually agree to share the cost of the transcript. If the arbitrator requests that a copy of the transcript be prepared, both parties shall equally share the cost of the transcript.

d. Duty of Arbitrator

The arbitrator shall conduct an informal hearing, and any other meetings or investigations as are appropriate in his/her judgment. The arbitrator shall not have the right to amend, modify, nullify, ignore, add to, or subtract from the provisions of the Memorandum of Understanding, County ordinance, resolution, or written departmental policy. He/she shall consider and make a decision with respect to only the specific issue(s) submitted, and shall not have authority to make a decision on any other issue not so submitted. In the event the arbitrator finds a violation of the Memorandum of Understanding, applicable State or Federal law, County Ordinance, board resolution or written departmental policy, he/she shall decide the appropriate resolution. The arbitrator shall have no



authority to substitute his/her judgment for that of the County as to any matter within the County's discretion. The decision and award of the arbitrator shall be based solely upon the evidence and arguments presented to the arbitrator by the respective parties.

Proposals to add to or change the Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposals, may be referred to arbitration under this Section.

e. Binding Decision

The decision of the arbitrator shall be binding upon the employee, the employee's duly recognized employee organization and the County.

Based upon significant financial impact of the arbitrator's decision upon the County, within 15 working days of receipt of the arbitrator's decision, the County may request that the Union meet with the County to discuss the financial impact of the decision. The Union agrees to meet and consult with the County over the impact upon the County of the decision. Absent agreement between the parties to modify or mitigate the impact of the arbitrator's decision, the decision of the arbitrator shall be final and binding on the parties.

f. Arbitrator's Decision Due

Unless the parties agree otherwise, the arbitrator shall render the decision in writing within 30 days following the close of the hearing to the Director of Personnel. The Director of Personnel shall immediately provide a copy of the decision to the employee, the employee's duly elected representative and the department head. If requested by either party, the decision shall be accompanied by findings of fact and conclusions of law.

g. Non-Employee Organization Representation

In the event that an employee chooses to represent himself/herself, or arranges for representation independent of the recognized employee organization, arbitration as provided herein shall not be available to the employee.

Agreement to Provide Binding Arbitration by an Outside Arbitrator in Lieu of  
Section 3.28.060 "Hearing Board and Hearing Officer" of the Stanislaus County  
Discipline Ordinance

A. Submission of the Disciplinary Appeal to the Hearing Board or Hearing Officer

The parties agree that the employee and the recognized employee organization may elect to have the disciplinary matter heard by the current discipline appeals board as provided by County Code Section 3.28.060, "Hearing board and hearing officer" in lieu of binding arbitration by an outside arbitrator. Should the employee and the recognized employee organization elect to utilize the hearing board or hearing officer as provided by Section 3.28.060 of the County Code, the decision of the hearing board or hearing officer shall be final and the employee shall forego the option of arbitration by an outside arbitrator. The employee organization agrees to assume half of the cost of the hearing officer.

In the event that an employee chooses to represent himself/herself, or arranges for representation independent of the recognized employee organization, the cost of the hearing officer shall be waived. Binding arbitration shall not be an option for an employee who is not represented or seeks representation outside of the recognized employee organization.

B. Submission of the Disciplinary Appeal to Binding Arbitration

1. Notice of Action and Appeal

In the event the department head determines to discharge, suspend or reduce in rank or compensation a permanent employee after completing the procedures provided in Section 3.28.020, he shall serve upon the employee an order in writing stating (A) the nature of the disciplinary action, (B) the effective date of the action, (C) the causes therefore, (D) the specific acts or omissions upon which the causes are based, stated in ordinary and concise language, and (E) the right of the employee to appeal. The employee acted against may, within seven days of service of the order, appeal the action of the department head. If the employee fails to appeal within the time specified, or subsequently withdraws his appeal, the punitive action taken by the department head shall be final.

An appeal shall be in writing, shall be filed with the Director of Personnel and shall contain a complete answer to each charge set forth in the order. The answer shall include any objections the employee may have as to the form or substance of the order or the procedures followed by the department head.

The recognized employee organization, on behalf of the represented employee may, within fourteen (14) calendar days of service of the order request in writing to the Director of

Personnel the use of binding arbitration in lieu of the discipline appeals board. Should the request for appeal be filed within the seven-calendar day period and the request for binding arbitration not be submitted to the Director of Personnel with the specified time frame, the matter will be scheduled and heard by the discipline appeals board.

## 2. Selection of Arbitrator

If the recognized employee organization, on behalf of the represented employee, elects to have the disciplinary proceeding heard by an arbitrator, the arbitrator may be selected by mutual agreement between the Director of Personnel and the employee organization. However, should the parties fail to mutually agree on an arbitrator they shall make a joint request of the State Conciliation Service for a list of five qualified arbitrators. The arbitrator shall be selected from the list by the parties alternately striking names with the first strike determined by chance, until only one name remains, and that person shall serve as arbitrator.

The Director of Personnel shall forthwith transmit the order and appeal to the arbitrator for hearing. The arbitrator shall, within a reasonable time of the filing of the appeal and the selection of the arbitrator, commence the hearing thereof, and the director of Personnel shall notify the interested parties of the time and place of hearing at least five days in advance thereof.

## 3. Arbitration Issues

The parties shall endeavor to exchange summaries of evidence, and a list of witnesses to be used by each side, shall be submitted to each other and the arbitrator no less than five (5) working days prior to the arbitration hearing.

## 4. Arbitration Expenses Shared

The cost of employing the arbitrator and the court reporter for all discharges, excluding the transcript, shall be borne equally by both parties to the arbitration. The cost of the transcript shall be covered as provided by County Code Section 3.28.110, subsection A "Hearing Procedure." All other costs such as, but not limited to, attorney's fees shall be borne only by the party incurring that cost. If both parties agree to the use of a court reporter other than for discharges, or the arbitrator requires the use of a court reporter, the cost of the court reporter shall be shared equally.

## 5. Duty of Arbitrator

The duties of the arbitrator shall be those of the hearing board as referred to throughout the Stanislaus County Disciplinary Ordinance including, but not limited to, County Code Sections 3.28.070 "Hearing rules" and 3.28.110 "Hearing procedure."

## 6. Arbitrator's Decision Due

Unless the parties agree otherwise, the arbitrator shall render the decision in writing within 30 days following the close of the hearing. A copy of the written decision shall contain findings of fact which may be stated in the language of the pleadings or be referenced thereto. If requested by either party the decision shall be accompanied by findings of fact and conclusions of law.

A copy of the written decision shall be transmitted to the department head and the Director of Personnel. The Director of Personnel shall cause to be served a copy of the decision upon the employee. Service by mail at the employee's last known address shall be sufficient for purposes of this section. A copy of the decision shall be placed in the employee's personnel history file. The decision of the arbitrator shall be final and binding on both parties.

## 7. Non-Employee Organization Representation

In the event that an employee chooses to represent himself/herself, or arranges for representation independent of the recognized employee organization, the cost of the hearing officer shall be waived. Binding arbitration shall not be an option for an employee who is not represented or seeks representation outside of the recognized employee organization.

## EEO GRIEVANCE PROCEDURE (RESOLUTION)

People have the right to expect that employment decisions in County service are made in accordance with equal employment opportunity principles. This applies to decisions about hiring, training, promotion, transfer, discipline, reduction-in-force, or work assignments.

A specific formal approach is available for grievances or complaints alleging discrimination in employment to be exposed, investigated, and possibly resolved.

### Within the County System

All employee organizations have agreed to the Equal Employment Opportunity Grievance Procedure which follows. Using this procedure is the most effective way to have a complaint reviewed, investigated and possibly resolved locally and in a timely manner. Applicants for employment and County employees may use this procedure.

### Equal Employment Opportunity Grievance Procedure

- A. Intent - It is the intent of this procedure to provide an effective means of resolving individual or group problems of a sensitive nature quickly and with a minimum of formal procedural requirements.
- B. Scope - This procedure shall apply to allegations of adverse affect arising out of discrimination in regard to application, recruitment, appointment, training, promotion, retention, discipline, or other aspects of employment because of race, religion, color, sex, physical/mental handicap, medical condition, marital status, age, national origin, ancestry or political affiliation and provides for a process to investigate and correct the effects of such discrimination.

This procedure shall also apply to allegations of denial of access to County government services or discrimination in the provision of such services on the basis of physical or mental handicap.

- C. Limitations - The establishment of this procedure for resolving complaints of discrimination, as it relates to matters of County employment practices, is not intended to supplant regular grievance procedures or prohibit employees or applicants from filing complaints with the Department of Fair Employment and Housing (DFEH), Equal Employment Opportunity Commission (EEOC), or the courts. This procedure is intended and should be viewed as a means of providing the special skills needed to promptly and fairly handle the sensitive issues involved, and to ensure full cooperation with Federal and State compliance agencies.

#### D. Definitions

1. Aggrieved Person - An employee or applicant for employment who alleges that he or she has suffered harm as the result of an adverse employment decision made on the basis of race, religion, color, sex, physical/mental handicap, medical condition, marital status, age, political affiliation, national origin or ancestry in regard to application, recruitment, appointment, training, promotion, or discipline.

An aggrieved person may also be a member of the public who alleges that he or she has been denied access to County government services or been discriminated against in the provision of such services on the basis of physical or mental handicap.

2. Complainant - An aggrieved person who files a formal complaint.
3. Formal Complaint - A written complaint submitted to the County Affirmative Action Officer which states clearly the basis for an allegation of discrimination and the relief requested.
4. Equal Employment Opportunity Program Manager - The County Affirmative Action Officer, who is in close reporting relationship to top management and is assigned the responsibility of managing the procedure for handling discrimination complaints.
5. Equal Employment Opportunity (EEO) Counselor - An employee trained in EEO procedures and counseling techniques who provides informal counseling on matters pertaining to discrimination. The Departmental Affirmative Action Officer is assigned the responsibilities of the EEO Counselor.
6. Equal Employment Opportunity Investigator - An employee assigned to investigate allegations once a formal complaint is filed, and to produce a written report of findings. This person must be capable of fairness, impartiality and objectivity.

- E. Representatives - In presenting and resolving grievances, aggrieved persons may represent themselves or may designate a representative of their own choosing. Costs associated with such representation, if any, will be borne by the aggrieved person.

#### F. Steps in the Procedure

1. Informal Complaint - Aggrieved persons shall first contact the designated Departmental Affirmative Action Officer within 30 calendar days of learning of such act or decision and before filing a formal complaint with the County Affirmative Action Officer. The Departmental Affirmative Action Officer shall, within 30 calendar days:
  - a. Consult with the aggrieved person.

- b. Advise aggrieved person of all civil rights.
  - c. Make necessary inquiries in attempt to resolve the complaint.
  - d. Counsel aggrieved person on issues of the case.
  - e. Seek informal resolution of problems by facilitating open communications between the aggrieved and departmental manager.
2. Formal Complaint - If informal resolution of problems through conciliation and negotiation cannot be affected within 30 days of contacting the Departmental Affirmative Action Officer, the aggrieved person(s) may file a formal complaint with the County Affirmative Action Officer on forms provided for this purpose. The County Affirmative Action Officer will decide whether the complaint falls within the jurisdiction of the procedure and accept or reject it in writing. (If the aggrieved person wishes to appeal the County Affirmative Action Officer's decision, he/she may do so in writing to the County Director of Personnel within seven working days of receipt of the County Affirmative Action Officer's decision.)

The County Affirmative Action Officer, upon receipt of a complaint:

- a. Shall review the case with the Departmental Affirmative Action Officer.
  - b. May assign a person to conduct a prompt, impartial investigation, if necessary, and review finding thereafter.
  - c. Shall make available to the parties involved a copy of completed investigation report.
  - d. Explore further possibility of informal adjustment of the problems through negotiation or conciliation with department head or the parties to the complaint.
  - e. Present findings and recommendations for adjustment to the County Director of Personnel.
3. Appeal to County Director of Personnel - The County Director of Personnel shall conduct such meeting(s) with employee(s), informal hearing(s) or investigation(s) as are appropriate in her/his judgment and provide the complainant with a written decision within 90 calendar days from the time a formal complaint is filed.
4. Appeal to Hearing Board - The aggrieved person may, within seven days after receipt of the decision of the Director of Personnel, appeal that decision. An appeal shall be in

writing and shall be filed with the Director of Personnel. The Director of Personnel shall forthwith transmit the appeal request to the hearing board established pursuant to Chapter 3.28 of the Ordinance Code of Stanislaus County. The hearing board shall within a reasonable time from the filing of the appeal, commence the hearing thereof and shall notify the interested parties of the time and place of hearing at least five days in advance thereof.

At the hearing, both the appellant and the County shall have the right to be heard publicly, to be represented by Counsel and to present evidentiary facts. The parties may agree to a hearing closed to the public and the hearing board may at any time exclude any person who may be a witness in the appeal under consideration. The hearing shall be informal and the hearing board shall not be bound by any of the rules of evidence governing trial procedure and state courts. The hearing board shall render a written decision, a copy of which shall be transmitted to the Director of Personnel. The Director of Personnel shall serve a copy of the decision upon the appellant. The decision is final.



## DISCIPLINE

### Discipline of Permanent Classified Employees

#### 3.28.10 Causes for Discipline

An employee in the classified service who has permanent status shall be subject to disciplinary action pursuant to this chapter. Each of the following shall constitute cause for discipline:

- A. Omission or willful misrepresentation of a material fact or other fraud in securing employment;
- B. Incompetence;
- C. Inefficiency;
- D. Inexcusable neglect of duties;
- E. Insubordination;
- F. Dishonesty;
- G. Improper use of drugs, including (1) drunkenness on duty, (2) use of drugs while on duty, (3) incapacitation for proper performance of duties by prior use of drugs. The terms "drugs" shall mean controlled substances as defined in Division 10 (commencing with Section 11000) of the California Health and Safety Code, and shall also mean alcohol;
- H. Unexcused absence from duty, including but not limited to, participation in unlawful strikes or other job actions, such as sick-ins or slow-downs;
- I. Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this subsection;
- J. Discourteous treatment of the public or other employees;
- K. Willful disobedience;
- L. Misuse of County property;
- M. Inconsistent, incompatible or conflicting employment, activity or enterprise;

N. Violation of a departmental rule;

O. Other failure of good behavior either during or outside of duty hours which is of such a nature that it causes discredit to the employee's department or employment. (Prior Code § 2-240)

### 3.28.020 Notice of Intended Discipline

Prior to discharging, suspending or reducing a permanent employee in rank or compensation for disciplinary purposes, the department head or designee shall:

A. Review the proposed action with the Director of Personnel;

B. Prepare and serve a written notice reviewed by the County Counsel to inform the employee of the intended action, the reasons therefore, and the right to respond to the department head intending to impose the discipline. The notice shall identify the materials on which the action is based with sufficient certainty as to permit inspection of them by the employee. A copy of the intended charges shall be attached to the notice;

C. The employee, given notice of intended disciplinary action, may within seven days after service of the notice respond to the department head either orally or in writing. The employee shall not be entitled to a formal hearing with examination of witnesses but he may present statements by himself, written statements of any witness and other documentary material. He may be represented by another in presenting his response. The department head shall fairly and impartially consider the employee's response and shall thereafter: (1) impose the intended disciplinary action; (2) notify the employee that the intended disciplinary action will not be imposed; or (3) amend the charges. In the event the department head substantially amends the intended charges or punishment, the employee shall be given another notice as provided in subsection B of this section. (Prior code § 2-241)

### 3.28.30 Notice of Action and Appeal

In the event the department head determines to discharge, suspend or reduce in rank or compensation a permanent employee after completing the procedures provided in Section 3.28.020, he shall serve upon the employee an order in writing stating (A) the nature of the disciplinary action, (B) the effective date of the action, (C) the causes therefore, (D) the specific acts or omissions upon which the causes are based, stated in ordinary and concise language, and (E) the right of the employee to appeal. The employee acted against may, within seven (7) days after service of the order, appeal the action of the department head. If the employee fails to appeal within the time specified, or subsequently withdraws his appeal, the punitive action taken by the department head shall be final. An appeal shall be in writing, shall be filed with the Director of Personnel and shall contain an answer to each charge in the order. The answer shall

include any objections the employee may have as to the form or substance of the order or the procedures followed by the department head. The Director of Personnel shall forthwith transmit the order and appeal to the employee disciplinary proceedings hearing board for hearing. The hearing board shall, within a reasonable time of the filing of the appeal, commence the hearing thereof, and shall notify the interested parties of the time and place of hearing at least five (5) days in advance thereof. (Prior code § 2-242)

#### 3.28.40 Amendment of Order

- A. At any time before the hearing, the department head may file with the employee disciplinary proceedings hearing board an amended or supplemental order, which shall be served upon the employee. The hearing board shall afford the employee a reasonable opportunity to prepare his defense to the amended or supplemental order but he shall not be entitled to file a further answer unless the hearing board in its discretion so orders. Any new charges shall be deemed denied by the employee. At any time before the matter is submitted for decision the hearing board may order or permit amendments to the order or answer.
- B. The hearing board may offer amendment of the order after submission of the case for decision. Each party shall be given notice of the intended amendment and opportunity to show that he will be prejudiced thereby unless the case is reopened to permit the introduction of additional evidence. If such prejudice is shown, the hearing board shall reopen the case to permit the introduction of additional evidence. (Prior code § 2-243)

#### 3.28.50 Notice or Order Service

Whenever reference is made in this chapter to service of any notice or order, such service shall be accomplished either by handing a copy thereof to the employee or by mailing a copy to the employee at his last known address by registered or certified mail. It shall be presumed that a properly addressed letter is served on the day following the day on which the letter was mailed. The department head shall promptly furnish the Director of Personnel with a copy of each notice or order and a statement showing by whom, the manner and the date the notice or order was served. (Prior code § 2-244)

#### 3.29.60 Hearing Board and Hearing Officer

- A. The Chairman of the Board of Supervisors shall appoint a three-member disciplinary proceedings hearing board to hear appeals pursuant to this chapter. The hearing board shall consist of a member of the State Bar of California, who shall act as chairman, a County department head and an employee. Proposed members shall be selected as follows:

1. The Director of Personnel shall submit the name of a member of the State Bar of California who shall not be a member of the County service.
  2. The Director of Personnel shall submit the name of a head of a department of the County.
  3. Upon the request of the Director of Personnel, each recognized employee organization shall, within five working days, nominate a permanent full-time employee of the County, and the Director of Personnel shall submit the name of the employee chosen by lot, provided that if a recognized employee organization fails to nominate an employee, the Director of Personnel shall do so. In the event the appellant is from the same department as a member of the appeal board, the Director of Personnel shall submit another name for appointment to replace such member for that case only. The term of each member shall end on December 31<sup>st</sup> of each year, but a member shall continue to act on any appeal filed before that date. Two members of the appeal board shall constitute a quorum, provided, however, that the Director of Personnel or the chairman of the appeal board may request the temporary appointment of a member to replace a member who is or will be unavailable on the scheduled hearing date.
- B. Upon written agreement of the County and the appellant made at any time before the hearing board is convened, the appeal shall be heard and decided by the chairman of the appeals board as a hearing officer. The rules and procedures set forth in this chapter for hearing by a hearing board shall also apply to a hearing by a hearing officer. (Prior code § 2-245)

### 3.28.070 Hearing Rules

At a hearing, both the appealing employee and the department head whose action is reviewed shall have the right to be heard publicly, to be represented by counsel and to present evidentiary facts. The parties may agree to a hearing closed to the public, and the hearing board may at any time exclude any person who may be a witness in the case under consideration. The hearing shall be informal and the hearing board shall not be bound by any of the rules of evidence governing trial procedures in state courts. In arriving at a decision, the hearing board may consider any prior County disciplinary action including any letters of reprimand filed with the County Personnel Department. The hearing board shall make an official decision either affirming, modifying, or revoking the order. The decision shall contain findings of fact which may be stated in the language of the pleadings or be reference thereto. A copy of the written decision shall be transmitted to the department head and the Director of Personnel. The Director of Personnel shall serve a copy of the decision upon the employee, and shall notify the employee that the time within which judicial review must be sought is governed by California Code of Civil Procedure Section 1094.6. A copy of the decision shall be placed in the employee's personal history file. The decision of the hearing board shall be final. (Prior code § 2-246)

### 3.28.080 Immediate Termination

Notwithstanding the provisions of Section 3.28.020, the department head may discharge a permanent employee without prior notice if immediate termination is essential to avert harm to the County or to the public. In such case, the notice of discharge shall inform the employee of his right to reconsideration by the department head who shall follow the procedures of Section 3.28.030 (Prior code § 2.247)

### 3.28.90 Measures Pending Final Determination

The department head may, while intended disciplinary action is pending, and with prior review by the Director of Personnel and the Chief Executive Officer, take one or more of the following measures:

- A. Defer the imposition of the punishment until the final order of the hearing board;
- B. Place the employee on leave of absence with compensation;
- C. With the concurrence of any department head involved, require the employee to perform such duties as may be assigned in the same or another County department with no reduction in compensation. Reassignment without the consent of the employee shall not exceed a period of ninety days if accusations against the employee are under investigation, but such assignment may continue until the action becomes final if the employee has been given notice of discharge.
- D. Suspend the employee without pay if accusations against the employee are under investigation, and the accusations are such that, if true, immediate removal is essential to avert harm to the County or to the public, provided: (1) the employee shall be accorded the rights provided by this chapter, and may appeal the order of suspension to the hearing board at any time during the period of suspension; (2) the period of suspension without compensation shall not exceed forty-five (45) days; (3) that in the event the employee is not served with notice of intended charges during the period of suspension, the employee shall be reinstated in County service as of the initial date of suspension; (4) that in the event the punitive action taken against the employee does not result in termination of employment, the employee shall be restored to County service for the period of the preliminary suspension and any disciplinary suspension or reduction in rank or compensation ordered or approved by the hearing board shall commence on or after the date of the punitive action by the department head. The department head may discontinue an employee's leave of absence with compensation giving the employee forty-eight (48) hours' notice in writing to return to duty. (Prior code § 2-248)

### 3.28.100 Maximum Suspension

No disciplinary suspensions shall be imposed for any period exceeding forty-five (45) days, and the order for suspension shall expressly state, in addition to the reason therefore, the date of the commencement and expiration of suspension. (Ord. CS 107 § 1, 1985: prior code § 2.249)

### 3.28.110 Hearing Procedure

The hearing shall proceed as follows:

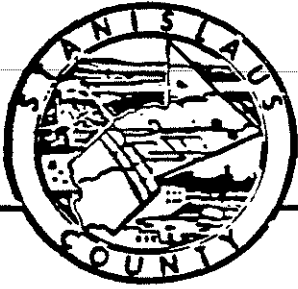
- A. The hearing board may adopt rules of procedures. The Director of Personnel shall be ex officio secretary to the hearing board, and the Director of Personnel shall be authorized to issue subpoenas, make necessary orders and administer oaths in connection with the proceedings of the hearing board. Any person failing to obey a subpoena, or subpoena duces tecum, or to be sworn and testify, shall be deemed to be in contempt of the hearing board and the hearing board shall have the power to take such proceedings and impose such punishment thereof as may be taken by the Board of Supervisors pursuant to Title 3, Division 2, Part 2, Chapter 1, Article 9 (Section 25170 through 25176) of the Government Code.
- B. The Director of Personnel shall cause the proceedings to be recorded by any method he finds to be appropriate. Any person may purchase all or part of the record provided the request therefore is made within ninety (90) days of the date of service of the final decision of the employee, the department head or the Director of Personnel shall have a right to purchase a transcript of a hearing held in closed session. A request for the record shall be accompanied by payment of the estimated cost thereof as determined by the Director of Personnel, and the person making the request shall be obligated to pay the full cost prior to delivery of the transcript.
- C. The burden of proof shall be on the head of the department issuing the disciplinary order. The quantum of proof required to sustain such action shall be preponderance of the evidence.
- D. At the hearing the employee may be examined under Section 776 of the California Evidence Code. Failure of the employee to appear at the hearing or failure to testify if called as a witness, shall be deemed a withdrawal of the employee's appeal and the action of the department head shall be final.
- E. The hearing board may affirm or revoke the action taken by the department head or may modify such action to a less severe punishment. The hearing board may order the employee returned to his/her position either as of the date of the punitive action by the department head or as of such later date as the hearing board may specify. If the hearing

board shall revoke or modify the order of the department head, the appealing employee shall be granted forthwith all rights and privileges pertaining to County service in accordance with the order of the hearing board. (Prior code § 2.250)

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### 3.28.130 Petition to Set Aside Resignation

In the event a person claims his resignation was given by reason of mistake, fraud, duress, undue influence, or that for any other reason it was not his free and voluntary act, he may submit a written petition to the Director of Personnel to set aside his resignation and such petition shall be treated in the same manner as an appeal from an order for discharge; provided, however, that no such petition shall be considered by the hearing board unless it is filed with the Director of Personnel within thirty days after (A) the last date upon which services to the County are rendered; or (B) the date the resignation is rendered to the appointing power, whichever is later. (Prior code SS2-252)



# Stanislaus County

Personnel Department

Administration Building  
1100 H Street  
Modesto, California 95354  
Phone (209) 525-6341

March 29, 1990

Ms. Stephanie Brown-Fehm  
Labor Representative  
California Nurses Association  
1100 Eleventh Street  
Sacramento, CA 95814

**SUBJECT: ACUITY STAFFING SYSTEM - SCENIC GENERAL HOSPITAL**

Dear Ms. Brown-Fehm:

This sideletter to the Memorandum of Understanding between Stanislaus County and the California Nurses' Association representing the Nurses' bargaining unit covers the agreement between the parties to meet to discuss revision to the Acuity Staffing System utilized by the Scenic General Hospital Nursing Department.

The parties agree that within ninety days of the appointment of the Director of Nursing or not later than ninety days after Board approval of the memorandum of understanding, a labor management committee of no more than four permanent committee members from management will meet upon request to consider revision of the acuity system/workload measurement tool for Scenic General Hospital. Either side may also bring in guest speakers or "experts" to share their viewpoints with the Committee. Staff Nurse members on the committee shall receive straight time compensation for actual meeting hours spent in sessions with the County representatives. Discussion may include:

1. A timetable for developing, completing, and implementing a revised system if indicated.
2. Provisions for determining the appropriate number of nursing staff with input gathered from CNA related to the ideal "mix" of RNs, LVNs, and Nursing Attendants.
3. Discussion of the nursing units assigned to the Nursing Division which should be staffed by any revised or new systems to be implemented.

Attachment D



Ms. Stephanie Brown-Fehm  
March 29, 1990  
Page 2

4. Development of an ongoing mechanism to evaluate any revised/new staffing system to determine its success.

The CNA agrees that non-compliance with any new staffing system will not be subject to the grievance procedure.

The County recognizes the value that input from the Registered Nurses would have in improving the existing staffing system and to that end the County supports the concept of meeting jointly with the Nurses to discuss staffing systems which may be appropriate to meet the nursing needs at Scenic General Hospital. The CNA recognizes that the County is responsible for staffing matters and that absent the ability to mutually agree upon a revised or new system the County shall make the final determination as to an appropriate staffing system.

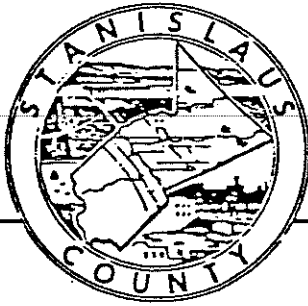
Sincerely,



William L. May  
Director of Personnel/  
Employee Relations Officer

cc: Beverly Finley  
Chief Executive Officer

WLM/gw



# Stanislaus County

## Personnel Department

Administration Building  
1100 H Street  
Modesto, California 95354 -  
Phone (209) 525-6341

March 29, 1990

Stephanie Brown-Fehm  
Labor Representative  
California Nurses Association  
1100 Eleventh Street, Suite 200  
Sacramento, CA 95814

SUBJECT: TRANSFER/PROMOTIONAL OPPORTUNITIES

Dear Ms. Brown-Fehm:

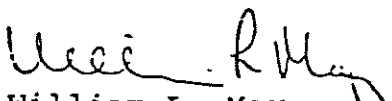
This sideletter addressing transfer and promotional opportunities for employees in the Nurses' bargaining unit other than those assigned to the Scenic General Hospital Nursing Division will accompany the Memorandum of Understanding between the California Nurses Association and Stanislaus County, commencing January 1, 1990 and concluding August 31, 1991.

For as long as the County Personnel Department maintains an interest card file system, it will maintain the names and addresses of potential applicants on file for contact in the event of future recruitments. Nurses covered by this agreement who are interested in openings of a transfer or promotional nature are encouraged to submit a letter specifying the unit(s), shift(s), and classification(s) to the County Personnel Department. This information will be maintained for a period of six months or until withdrawn by the employee. The nurse(s) will be contacted as vacancies occur and may be required to complete an application prior to the selection decision.

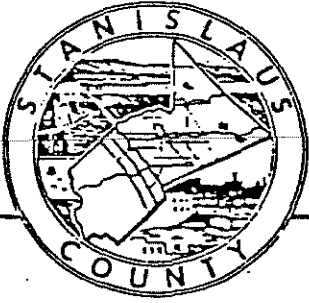
Classifications for which interest cards and/or letters will be maintained by the Personnel Department include those listed in Section 1, of the M.O.U. entitled "Scope of the Bargaining Unit."

Should the interest card system be abolished by the Personnel Department during the term of the agreement, all nurses with active interest cards on file will be notified that their interest card is no longer active.

Sincerely,

  
William L. May  
Director of Personnel

Attachment E



# Stanislaus County

Personnel Department

Administration Building  
1100 H Street  
Modesto, California 95354  
Phone (209) 525-6341

March 29, 1990

Stephanie Brown-Fehm  
Labor Representative  
California Nurses' Association  
1100 Eleventh Street, Suite 200  
Sacramento, CA 95814

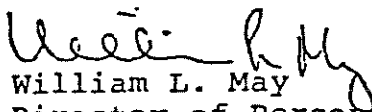
SUBJECT: Consideration of Weekend Schedule

Dear Ms. Brown-Fehm: ...

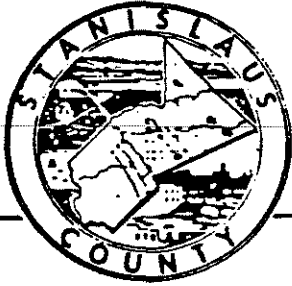
This sideletter addressing the County's consideration of a weekend only schedule during the term of the agreement shall be attached to the Memorandum of Understanding between the County and CNA.

The County agrees that during the term of the agreement if consideration is given to implement a weekend only schedule, the County will meet and confer with CNA prior to the implementation of such a schedule. The discussions will include the impact that such a schedule would have on employee wages, hours and other terms and conditions of employment.

Sincerely,

  
William L. May  
Director of Personnel

WLM/gw



## Personnel Department

-WILLIAM L. MAY  
Director

Administration Building  
1100 H Street  
Modesto, California 95354  
Phone (209) 525-6341  
Fax (209) 544-6226

October 24, 1991

Stephanie Brown-Fehm  
Labor Representative  
California Nurses Association (CNA)  
1100 - Eleventh Street, Suite 200  
Sacramento, CA 95814

SUBJECT: MODIFICATIONS TO THE STANISLAUS MEDICAL CENTER REGISTRY

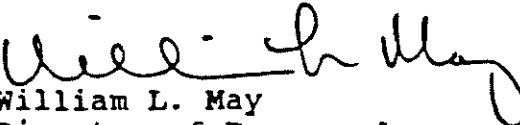
Dear Ms. Brown-Fehm:

During the meet and confer process between the California Nurses' Association and the County, issues of concern were raised by CNA over certain aspects of the Stanislaus Medical Center Registry. Issues of concern included the use of vacation or compensatory time as eliminating eligibility for registry pay. CNA also indicated that the guidelines for registry pay need to be made very clear to Nursing Administration in order to avoid the situation where a nurse erroneously believes he or she will receive registry pay, when in fact the criteria has not been met for receipt of the additional pay.

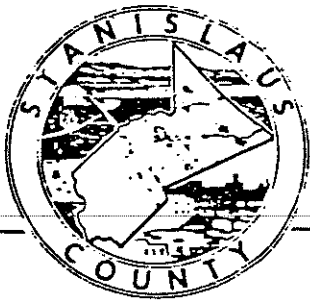
Discussions were also held concerning the situation where nurses may work a registry shift and then call in sick for his or her next regularly scheduled shift. CNA acknowledged the County's obvious concern when this situation occurs.

Due to the fact that the SMC Registry was not a product of the formal negotiation process, no changes to the Registry were agreed to. The County does agree to closely review the implementation of these suggestions. At the time any changes are recommended to the Board of Supervisors, the County shall notify CNA of the changes.

Sincerely,

  
William L. May  
Director of Personnel

WLM/gw



# Personnel Department

WILLIAM L. MAY  
Director

Administration Building  
1100 H Street  
Modesto, California 95354  
Phone (209) 525-6341  
Fax (209) 544-6226

February 18, 1992

Stephanie Brown-Fehm  
Labor Representative  
California Nurses' Association (CNA)  
1100 Eleventh St., Suite 200  
Sacramento, CA 95814

SUBJECT:     SIDELETTER TO THE MEMORANDUM OF UNDERSTANDING BETWEEN  
THE COUNTY AND CALIFORNIA NURSES' ASSOCIATION, REPRESENTING THE  
REGISTERED NURSES BARGAINING UNIT CONCERNING BINDING ARBITRATION.

Dear Stephanie:

This letter shall serve to clarify issues related to implementation of binding arbitration of grievances and discipline as agreed to by the parties during recent negotiations over binding arbitration provisions. This sideletter and the attached binding arbitration provisions related to employee disciplinary actions and grievances shall replace Attachment B, excluding the Equal Employment Opportunity Grievance Procedure of the Memorandum of Understanding.

The first issue concerns county employees who may be subpoenaed by CNA as witnesses and the associated witness expenses related to the binding arbitration proceedings. The County acknowledges that the issue is not specifically addressed in the proposed language covering binding arbitration of disciplinary proceedings and grievances. It is the County's position that the witness expenses must be addressed on a case-by-case basis.

While the County will not give a blanket agreement to assume witness costs, it will consider reasonable requests by CNA regarding issues of compensation for off duty County employees who are called as witnesses on the behalf of CNA.

The County acknowledges that it will not be unreasonable with regard to release time of County employees who have been asked to participate by CNA as a witness. CNA also agrees to be reasonable in the number of County employees to be called as witnesses and will make a good faith effort to insure that these employees serve as witnesses at no expense to the County.

Attachment H

PAGE 2

The parties also agree that EEO grievances are not subject to the arbitration procedure.

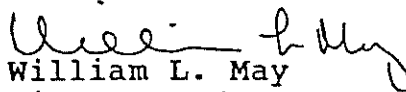
The third issue concerns past practice. CNA understands that it is the County's position that past practices are not grievable if the practice grieved has not been codified by state law, county ordinance, resolution, Memorandum of Understanding, etc.

The parties agree that binding arbitration shall not apply to employees of the Municipal and Superior Courts on the effective date as agreed to for other represented employees. Beginning in February 1992, the County, which includes the Department Heads from the Municipal and Superior Courts, and the affected employee organizations agree to meet and consult over implementation of binding arbitration provisions for the Court employees.

Upon ratification by the affected employee organizations and approval by the Board of Supervisors the binding arbitration procedures as attached shall become effective as follows:

1. Any grievance for which the Department Head has prepared a written response which is dated on or after April 1, 1992, may be subject to binding arbitration.
2. Any disciplinary action for which the Department Head or the designee has issued a Notice of Intended Discipline and the notice is dated on or after April 1, 1992, may be subject to binding arbitration.

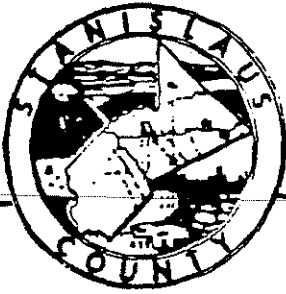
Sincerely,

  
William L. May  
Director of Personnel

WM:lh

Attachment

lh:c:sideletter



## CHIEF EXECUTIVE OFFICER

1100 H Street, P.O. Box 3404, Modesto, California 95353

(209) 525-6333  
FAX (209) 544-6226

REAGAN M. WILSON

November 2, 1993

Corky Andersen  
Labor Representative  
California Nurses Association  
1145 Market Street, Suite 1100  
San Francisco, CA 94103

Dear Ms. Andersen:

During the meet and confer process between the County and the California Nurses Association representing the Registered Nurses bargaining unit, CNA emphasized the interest of the nurses in expanding the career ladder concept to the Psychiatric Nurses and the Public Health Nurses.

It is understood that CNA plans to form a career development committee comprised of CNA bargaining unit nurses from each discipline (Mental Health, Hospital, Ambulatory and Public Health). The goal of the committee shall be to identify areas of education and expertise that are unique to each discipline, give input on criteria based job descriptions, and establish a mechanism to develop, enhance and or advance nursing practice in these areas. The committee will consider current criteria for each discipline and make recommendations regarding expanded criteria to support career development. The committee shall formulate a position paper covering their recommendations, including all justification in support of committee recommendations. The position paper shall be submitted to management in advance of negotiations.

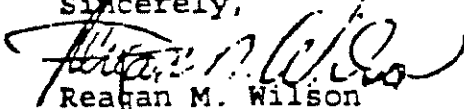
It is understood that the County's overall objective will be one of reducing the number of additional pay types, and the number of classifications as practical. This may be done by expanding the current salary range. While the County certainly supports appropriate compensation for nurses, the County does not support creating additional classifications or methods of additional compensation to recognize time in service only. The County's overall objective will be one of measuring outcomes and recognizing achievement of specific performance objectives through performance based compensation or incentives.

Attachment I

The County will consider in good faith the recommendations submitted by CNA; CNA will in good faith consider those proposals submitted by the County. CNA understands that the County is not obligated to implement the recommendations of the Committee.

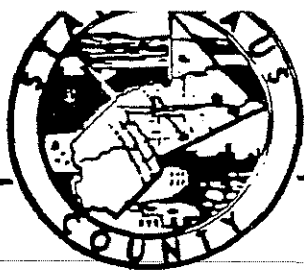
This letter shall serve as a sideletter to the agreement for the term of the current agreement only.

Sincerely,

A handwritten signature in cursive script, appearing to read "Reagan M. Wilson".

Reagan M. Wilson  
Chief Executive Officer





# CHIEF EXECUTIVE OFFICE

County Administration Building  
1100 H Street, 2nd Floor  
P.O. Box 3404, Modesto, California 95353

(209) 525-6333  
FAX (209) 544-6226

REAGAN M. WILSON  
CHIEF EXECUTIVE OFFICER

PATRICIA HILL THOMAS  
ASSISTANT EXECUTIVE OFFICER

May 25, 1995

Cecelia Wavrick  
Labor Representative  
California Nurses Association (CNA)  
8393 Capwell Drive, Ste 200  
Oakland, CA 94621

**SUBJECT: ALTERNATIVE INPATIENT PSYCHIATRIC HOSPITALIZATION  
UNDER NATIONAL HEALTH PLAN**

Dear Ms. Wavrick:

During the current negotiation process, CNA has raised an issue of concern over nurses or their family members covered by National Health Plan potentially having to be hospitalized at the Stanislaus Behavioral Health Center. CNA proposes that the County should commit within the labor agreement, that all nurses and their family members be given an alternative to psychiatric inpatient hospitalization with the Stanislaus Behavioral Health Center should a nurse or their family member require such hospitalization. CNA has indicated that this has been and continues to be an important issue for the members of the Registered Nurses bargaining unit.

We have reviewed this issue with Dr. Larry Poaster, Director of Mental Health. He has indicated to us that the specific issue of concern addressed to him by CNA representatives a number of months ago concerned emergency evaluation. Dr. Poaster is under the belief that this was the key issue of concern to the nurses as related directly to him by Carol Grove. Dr. Poaster indicated that in fact the Department of Mental Health has subcontracted with Psych Resources to provide the Mental Health benefit to County employees and their family. As a result, Psych Resources has, as part of their contract 24 hour seven day a week availability. It is our belief that the chief concern raised previously by CNA representatives concerning confidentiality has been addressed.

Dr. Poaster indicated that the issue of guaranteed alternative psychiatric inpatient hospitalization was not addressed as a major issue during his conversation, and is a far more complex issue to sub-contract. Because of the fact that the arrangements with the Department of Mental Health is based upon a capitated agreement, it is not possible for the Department to agree using other Acute Psychiatric facilities. The lack of psychiatric beds in the area also makes resolution of this issue difficult.

Attachment J

LETTER: C. Wavrick  
May 25, 1995  
Page 2

Dr. Poaster acknowledges that Department employees and their family members needing hospitalization, will be evaluated on a case-by-case basis as to whether the place of hospitalization will provide the best clinical means of treatment for the employee or his or her family member. Alternative arrangements will be made based upon the specific clinical needs of the individual, and will be exclusively determined and approved by the Director of Mental Health or his designee.

We hope that this response will serve to resolve this issue and clarify the manner in which this plan benefit will be administered.

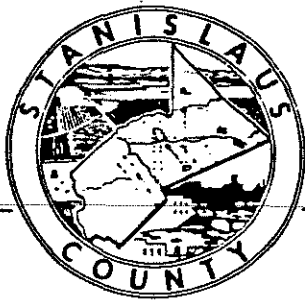
Sincerely,



Reagan M. Wilson  
Chief Executive Officer

RMW:plc

cc: Larry Poaster, PhD  
Director of Mental Health



## CHIEF EXECUTIVE OFFICE

County Administration Building  
1100 H Street, 2nd Floor  
P.O. Box 3404, Modesto, California 95353

(209) 525-6333  
FAX (209) 544-6226

REAGAN M. WILSON  
CHIEF EXECUTIVE OFFICER

PATRICIA HILL THOMAS  
ASSISTANT EXECUTIVE OFFICER

October 16, 1995

Cecelia Wavrick  
Labor Representative  
California Nurses Association  
8393 Capwell Drive, Ste 200  
Oakland, CA 94621

**SUBJECT: SIDELETTER TO THE MEMORANDUM OF UNDERSTANDING  
AMENDING SECTION 11, G "CHARGE NURSE"**

Dear Cecelia:

As you are aware, the Mental Health Department is interested in expanding the charge nurse provisions as contained in the Memorandum of Understanding to the Psychiatric Nurses working in the Behavioral Health Center.

CNA presented a proposal to the County which would have accomplished this during recent contract negotiations. The County did not agree to the proposal, due to the fact that the Department of Mental Health utilized a different management structure which did not necessitate a need to establish a mechanism for charge nurse compensation. We felt that it would be misleading for the nurses to have a provision that would not be utilized by the department. However, as a result of the vacancy of two of the three Nurse Manager positions in August 1995, an analysis of the organizational structure has been completed. The outcome of the analysis is that the charge nurse provision would be an effective mechanism in addressing the staffing needs of this program.

We have found that a better organizational structure would consist of one Nurse Manager, with one charge nurse assigned on each shift. We would propose to designate the charge nurse consistent with the current MOU provisions, as well as to designate a relief charge nurse on each shift. We appreciate CNA's foresight with regard to this issue, and regret that at the time of negotiations we did not have this information to consider.

Attachment K

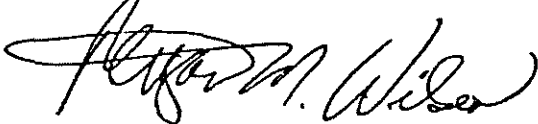
LETTER: C. WAVRICK

October 16, 1995

Page 2

Based on the agreement of both parties, the Memorandum of Understanding is hereby amended to include the classifications of Psychiatric Nurse I/II within MOU Section 11, Subsection G, "Charge Nurse".

Sincerely,

A handwritten signature in black ink, appearing to read "Reagan M. Wilson". The signature is fluid and cursive, with a large initial "R" and "W".

Reagan M. Wilson

Chief Executive Officer

RMW:plc

cc: Larry B. Poaster, PhD  
Director of Mental Health

## The Weingarten Rights

The Supreme Court has ruled that an employee is entitled to have a CNA Representative present during any interview which may result in discipline. These rights are called your Weingarten Rights.

1. You must request that a CNA Representative called into the meeting.
2. You must have a reasonable belief that discipline will result from the meeting.
3. You have the right to know the subject of the meeting and the right to consult your CNA Representative prior to the meeting to get advice.
4. Do not refuse to attend the meeting if a Representative is requested but denied. We suggest you attend the meeting and repeatedly insist upon your right to have a CNA Representative present. If this fails, we suggest that you not answer questions and take notes.