2014-2017

MEMORANDUM **OF UNDERSTANDING**

BETWEEN

NURSES UNIT &
PER DIEM NURSES UNIT

AND

COUNTY OF SAN BERNARDINO

MEMORANDUM OF UNDERSTANDING
NURSES UNIT AND PER DIEM NURSES UNIT
2014-2017

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ACCESS TO PERSONNEL RECORDS

Nurses Unit and Per Diem Nurses Unit

Personnel records are confidential and access to personnel records of the employee shall be limited to the Director of Human Resources, the appointing authority, the Board of Supervisors, or their authorized representatives. Employees currently employed by the County of San Bernardino and/or their representatives, designated by the employee in writing, will be allowed to review the employee's personnel records during regular business hours.

Letters of reference and other matters exempted by law shall be excluded from the right of inspection by the employee.

Negative information may be purged from the personnel records, subject to legal constraints, at the sole discretion of Human Resources or upon the request of the employee and upon approval of Human Resources and the employee shall be so notified.

Employees desiring to review such records shall make such request in writing at least forty-eight (48) hours in advance to their appointing authority or Human Resources, Employee Benefits and Services Division.

ACCESS TO WORK LOCATIONS AND ASSOCIATION VISITATION

Nurses Unit and Per Diem Nurses Unit

(a) Purpose

The parties recognize and agree that in order to maintain good employee relations, it is necessary for Labor Representatives of CNA to confer with County employees. Therefore, CNA Labor Representatives will be granted access to non-work areas during regular working hours to investigate and process grievances or appeals. In addition, CNA Labor Representatives shall be provided access to non-work areas such as break and lunch rooms and conference rooms to conduct representation activities during nurses' non-work time. Such visitations shall not be disruptive or interfere with the duties and operations of the County.

(b) Procedure

CNA Labor Representatives shall be granted access to County facilities, in accordance with this Article, upon obtaining authorization from the appointing authority or designated management representative and after advising of the general nature of the business. The Association shall be required to identify the nurse(s) it wishes to meet with during such nurse(s) work time.

Requests to access non-work areas shall be made by personally contacting the appointing authority or designated management representative as far in advance as possible in advance of the date and time of the intended visit and shall not have such access denied or terminated absent unusual or extraordinary situations. The Labor Representative shall comply with security measures and precautions pertaining to facility access. The appointing authority shall not unreasonably withhold timely access. The appointing authority shall ensure that there is at all times someone designated who shall have full authority to approve access. If a request is denied, the appointing authority or designated management representative shall establish a mutually agreeable time for access to the employee.

CNA Labor Representatives shall not be required to notify the County when accessing public areas during hours open to the public.

CNA Labor Representatives granted access shall limit such visits to a reasonable period of time, taking into consideration the nature of the grievance or appeal or other representation activity.

The appointing authority or designated management representative may mutually establish with the CNA Labor Representative reasonable limits as to the number of visits authorized with the same employee on the same issue, and reasonable limits as to the number of employees who may participate in a visit when several employees are affected by a specific issue. The County shall not unduly interfere with CNA's access rights.

ACCIDENTAL DEATH AND DISMEMBERMENT

Nurses Unit

Any employee may purchase amounts of Accidental Death and Dismemberment Insurance coverage for themselves and dependents through payroll deduction according to the following schedule:

EMPLOYEE COVERAGE	DEPENDENT COVERAGE	
	SPOUSE/ DOMESTIC PARTNER	EACH CHILD
$10,000	$5,000	$3,125
$25,000	$12,500	$6,250
$50,000	$25,000	$12,500
$100,000	$50,000	$25,000
$150,000	$75,000	$25,000
$200,000	$100,000	$25,000
$250,000	$125,000	$25,000

The County agrees to provide these benefits subject to carrier requirements as specified in the certificate of insurance, to be administered by the Employee Benefits and Services Division. Selection of the insurance provider(s) and the method of computing premiums shall be within the sole discretion of the County.

New employees shall become eligible to participate in these programs on the first day of the pay period following the employee's first pay period in which the employee is paid for one half plus one of their scheduled hours.

Note: All persons eligible for the foregoing programs of insurance will be covered for the insurance on the date the insurance becomes effective, or in the case where the employee is absent on the date the insurance becomes effective because of illness, the insurance will commence on the date of return to work.

AGREEMENT

Nurses Unit and Per Diem Nurses Unit

This Agreement is made and entered into by and between the County of San Bernardino hereinafter referred to as the "County" and the California Nurses Association hereinafter referred to as the "Association" or "CNA".

ARBITRATION

Nurses and Per Diem Nurses Unit

(a) Grievances - Grievances, as defined in this Agreement, alleging violations occurring during the term of this agreement, which are not settled pursuant to the Grievance Procedure Article and which the Association desires to contest further, shall be submitted to arbitration as provided in this Article. Grievances shall only be advanced to arbitration by CNA.

(b) Appeals to Arbitration – If the grievance has not been satisfactorily resolved under the provisions of the Grievance Procedure Article, a written appeal to arbitration must be filed by CNA with the Employee Relations Division within five (5) working days of notification of the decision by the Director of Human Resources or that individual's designee. At the same time and upon mutual agreement of the parties, the grievance may advance to mediation in accordance with this Article.

(c) Pre-Arbitration Conferences – Pre-arbitration conferences are mandatory and no grievances shall be arbitrated without exhausting this pre-arbitration process. Twenty (20) working days prior to arbitration, both parties are required to meet in such conference with the goal of resolving mutually identified grievance issues. If resolution is not attained, both parties are obligated at that time to jointly or individually declare stipulations, identify witnesses and exchange exhibits that will be carried forward to the arbitration process, the intent being full disclosure by both sides prior to the arbitration process.

(d) Arbitration – Grievances shall only be advanced to arbitration with the agreement of CNA. The cost for hearing all grievances advanced to arbitration shall be split equally between the County department of the grievant and CNA, including any cancellation fee, if both parties are mutually responsible, otherwise the party responsible for the cancellation shall pay the entire cancellation fee.

The Employee Relations Division and CNA shall attempt to select an arbitrator by mutual agreement as soon as possible but in no event later than ten (10) working days after receipt of written notice by CNA of its appeal to arbitration. Where mutual agreement cannot be reached, the parties shall request a list of arbitrators from the State Mediation and Conciliation Service, and mutually select an arbitrator within ten (10) working days from receipt of said list. Where mutual agreement cannot be made, the arbitrator shall be determined following a striking process. The determination as to which party strikes first shall be based on a coin flip. If the last remaining person on the list is not available, the previously stricken person(s) shall be contacted in reverse order until one is available. The parties shall contact the arbitrator to establish a hearing date acceptable to both parties.

In reaching a decision and award, the arbitrator shall limit himself to the allegations contained in the grievance presented in relation to the express provisions of the agreement alleged to have been violated. The arbitrator shall have no authority to amend, change, add to, subtract from, or ignore any provisions of this Agreement. Additionally, the arbitrator holds no jurisdiction over a grievance where the remedy has been granted or where the requirements of this Grievance Procedure or Arbitration Article have not been met. Lastly, the arbitrator shall not substitute his judgment for that of the County on matters pertaining to the exercise of managerial discretion except where it can be shown by the grievant/CNA that the County abused its discretion.

The decision of the arbitrator will be in writing and transmitted to the parties within thirty (30) calendar days after the close of the hearing. This decision may require an appointing authority or a subordinate to cease and desist from the action, which is the subject of the grievance. The arbitrator may also require the appointing authority to take whatever action is necessary, within the control of the appointing authority, to remedy the grievance or take other action to relieve the loss, if any, to the employee. Under no conditions can the arbitrator order relief that exceeds the relief requested by the grievant and shall be limited to making

the grievant whole. In the event the arbitrator determines that monetary relief is an appropriate remedy, he/she shall consider established arbitral standards and principles in determining whether to make any award retroactive to a date earlier than fifteen (15) working days prior to the date the grievance was filed.

CNA and the County agree to maintain confidentiality of grievances consistent with applicable regulations and laws.

The decision by the arbitrator shall be final and binding on all parties unless there is a financial impact of greater than two thousand five hundred dollars ($2,500), in which case it shall be subject to approval of the Board of Supervisors. For grievance decisions with financial impact of greater than two thousand five hundred dollars ($2,500), the Employee Relations Division will submit the grievance decision to the next practicable meeting of the Board of Supervisors. If the Board of Supervisors fails to act within thirty (30) days following receipt of formal notice of the decision of the arbitrator, it shall become final and binding. A copy of the decision shall be filed with the Employee Relations Division of Human Resources, CNA and the grievant.

(e) Mediation – The parties (Director of Human Resources or designee and CNA) may by mutual agreement utilize mediation for grievances filed under the provisions of this Agreement. The mediator has no authority to compel resolution of the matter mediated. No reference to a matter mediated may be utilized in a subsequent arbitration or hearing unless stated in writing at a step prior to the mediation. The penalty for violation of this understanding shall be forfeiture of the hearing or appeal by the party violating the same. Where possible the parties shall utilize the mediation services provided by the State or Federal Mediation and Conciliation Service. In the event that the mediation process would result in fees for service rendered by the State or by use of a private hearing officer, such costs shall be equally divided between the employee's department and CNA.

ASSOCIATION MEMBERSHIP AND DEDUCTIONS

(a) All nurses covered by the terms of this Agreement shall, within thirty-one (31) days after hiring or the effective date of this Agreement, whichever is later, as a condition of employment, either become and remain members in good standing of the Association, or pay an agency fee to the Association, pursuant to the provisions of the MMBA.

(b) Upon receipt of a written authorization by a nurse using a form CNA provides the County, the County shall deduct and remit to the Association no less frequently than once a month the periodic dues of the Association. The County shall not be responsible for deductions upon a registered nurse's (a) termination of employment; (b) removal from the covered bargaining Unit; (c) layoff from work; (d) leave of absence without pay; (e) receipt of insufficient wages during the collection period; or (f) revocation of dues deduction authorization as provided on the CNA membership application form. The County shall also remit an alphabetical list showing the names of payees and the amounts deducted and remitted. Upon request of the Association, the appropriate County office shall supply completed dues deduction forms to the Association.

(c) Upon notification to the County by the Association, nurses in the bargaining Unit who do not elect to pay dues as outlined above will, as a condition of continued employment, pay an agency fee. The amount of the agency fee shall not exceed the monthly dues that are payable by members of the Association. The amount of the fee shall automatically be deducted by the County from the wages of the employee and paid to the Association.

(d) No Unit member shall be required to join CNA or to authorize an agency fee payroll deduction if the Unit member is an actual, verified member of a bona fide religion, body of sect which has historically held conscientious objections to joining or financially supporting employee organizations; this

exemption shall not be granted unless and until such Unit member has verified the specific circumstances. Such employee must, instead, arrange with CNA to satisfy his/her obligation by donating the equivalent amount to a non-labor, non-religious charitable fund, tax exempt under Section 501(c)(3) of the Internal Revenue Code chosen by the registered nurse from the following: County Combined Giving Campaign or the Salvation Army.

(e) The CNA acknowledges that it has, and will continue to, comply with all applicable requirements, regulations, and provisions of law pertaining to dues deductions and agency fees. It is agreed that the County assumes no obligation other than that specified above, or liability, financial or otherwise, arising out of the provisions of this Article. The Association shall inform the County once a year of the amount of the monthly dues and agency fees under this provision. Such notice should be sent in time to provide for appropriate programming. Further, the Association hereby agrees that it will reimburse the County for any cost and indemnify and hold the County harmless from any claims, actions, or proceedings by any person or entity, arising from deductions made by the County pursuant to this Article.

(f) If, through inadvertence or error, the County fails to make authorized deductions, or any part thereof, the County shall assume no responsibility to correct such omission or error retroactively. Once the funds are remitted to the designated representatives of the Association, their disposition thereafter shall be the sole and exclusive responsibility of the Association. It is expressly understood and agreed that the Association shall refund to the nurse any deductions erroneously withheld from a nurse's wages by the County and paid to the Association. In the event the Association fails to refund such deductions within a reasonable period of time following notification of the error, the County will make such refund and deduct the amount from the amount due to the Association.

(g) CNA insurance premiums for plans sponsored by CNA shall be deducted by the County from the pay warrant of each registered nurse covered hereby who files with the County a written authorization requesting that such deduction be made.

(h) Should a nurse have any questions regarding the amount of periodic dues withheld from his/her wages, the nurse shall contact the Association.

BILINGUAL COMPENSATION

Nurses Unit and Per Diem Nurses Unit

(a) Employees who, with the approval of their appointing authority (the Director of Nursing), are required to perform bilingual translation before an officially convened court, appeals board, commission, or hearing body, in addition to their regular duties, shall be entitled to a bilingual per diem differential. Such differential shall apply regardless of the total time required per day for such translation. Such differential shall be twelve dollars ($12.00) per day and shall only be paid upon certification by the employee's appointing authority or presiding official that such translation was performed.

Nurses Unit

(b) Employees in positions designated by the appointing authority which require employees as a condition of employment to perform bilingual translation involving the use of English and a second language (including American Sign Language) as a part of their regular duties, shall be entitled to bilingual compensation. Such compensation shall apply regardless of the total time required per day for such translation. Employees in such positions must be certified as competent in translation skills by Human Resources to be eligible for compensation. There are three (3) levels of competency certification solely determined and administered by Human Resources: Level 1 - verbal skill level: the use of English and a second language in verbal contexts which may require interpretation of simple documents in the second language; Level 2 - written

skill level: reading, writing and speaking English and a second language; and Level 3 - technical skill level: reading, writing and speaking English and a second language using medical or legal terminology. Compensation per pay period shall be effective as follows: verbal skill level at fifty dollars ($50.00) per pay period, written skill level at fifty-five dollars ($55.00) per pay period, and technical skill level at sixty dollars ($60.00) per pay period. Such compensation shall be paid pro-rated based on hours actually worked. For example, an employee regularly scheduled to work eighty (80) hours per pay period but only actually works forty (40) hours shall receive one-half (1/2) of the differential during that pay period.

Per Diem Nurses Unit

(c) Employees in positions designated by the appointing authority (the Director of Nursing) which require employees as a condition of employment to perform bilingual translation involving the use of English and a second language (including American Sign Language) as a part of their regular duties, shall be entitled to bilingual compensation. Such compensation shall apply regardless of the total time required per day for such translation. Employees in such positions must be certified as competent in translation skills by Human Resources to be eligible for compensation. Bilingual compensation shall be five dollars ($5.00) per shift for shifts scheduled less than twelve (12) hours, and seven dollars and fifty cents ($7.50) per shift for shifts scheduled twelve (12) hours or more.

CONCURRENT COUNTY EMPLOYMENT

Nurses Unit

An employee in the Nurses Unit may work in a Per Diem Nurses Unit position in another County Department. Such positions shall be filled in accordance with Article, Job Posting and Filling of Vacancies.

When employees work concurrently in regular and per diem positions, they shall not schedule work in the per diem position during the time they are scheduled to work in the regular position, nor will employees use paid or unpaid leave time from their regular position in order to work in the per diem position. For purposes of overtime compensation, the regular position and the per diem position will be treated as separate positions and the employee shall be entitled to overtime compensation as specified in the appropriate MOU governing each position.

EXAMPLE #1: A Registered Nurse II - ARMC works 84 hours in his/her regular position and two (2) shifts totaling 16 hours at the Sheriff's Department as a Correctional Nurse Per Diem during a pay period. He/she will be paid for 80 hours of regular straight time, including applicable shift and unit differentials, and 4 hours of overtime in the regular position, and 16 hours of per diem straight time, including applicable shift and unit differentials, in the per diem position.

EXAMPLE #2: A Registered Nurse II – Public Health works 80 hours in his/her regular position and works a 12 hour shift as a Registered Nurse II – Per Diem at ARMC. He/she will be paid for 80 hours of regular straight time in the regular position, and 12 hours of per diem straight time, including applicable shift and unit differentials, in the per diem position.

While in a regular position, the employee will participate in the San Bernardino County Employee's Retirement Association (SBCERA) and is not eligible to participate in PST.

COUNTY MANAGEMENT RIGHTS

Nurses Unit and Per Diem Nurses Unit

All management rights and functions shall remain vested exclusively with the County except those which are clearly and expressly limited in this Agreement or by applicable law. It is recognized merely by way of illustration that such management rights and functions include but are not limited to:

(a) The right to determine the mission and organizational structure of each of its agencies, departments, institutions, boards, and commissions.

(b) The right of full and exclusive control of the management of the County; supervision of all operations; establishment, evaluation, and enforcement of standards of performance; determination of the methods and means of performing any and all work; and composition, assignment, direction, location, and determination of the size and mission of the work force.

(c) The right to supervise direct and manage the work force; determine the work to be done by the registered nurses, including establishment of levels of service and staffing patterns.

(d) The right to change or introduce new or improved operations, methods, means or facilities; to reorganize operations, modify or discontinue programs and services; or to utilize registry and traveling nurses.

(e) The right to prescribe qualifications for employment and determine whether they are met; to hire, set and enforce performance standards, and promote employees; to establish, revise and enforce work rules, policies and directives; to schedule work time and time off; to determine the necessity for overtime; to transfer, reassign, and lay off employees; to discipline employees for cause; and to otherwise maintain orderly, effective, and efficient operations.

This Article neither establishes nor grants any rights or benefits to the Association or employees covered by this Agreement, and the County shall be free to exercise its rights under this provision without negotiation with or challenge from the Association or employees except where it can be demonstrated that such exercise is contrary to a specific limitation placed upon the County in another Article of this Agreement.

The County's failure to exercise any right, prerogative, or function reserved to it or the exercise of any such right, prerogative, or function in a particular manner, shall not be considered a waiver of the County's ability to exercise such rights, prerogatives, or functions or preclude the County from exercising the same in some other manner.

The exercise of management rights is not intended to violate any law.

DEFERRED COMPENSATION

Nurses Unit and Per Diem Nurses Unit

Employees covered by this agreement may participate in the Section 457(b) Deferred Compensation program administered by the County, to the maximum extent provided by law.

DEFINITIONS

Nurses Unit and Per Diem Nurses Unit

Listed below are definitions of terms commonly used in this Agreement.

Appointing Authority – Refers to the department head of the employee's department. It includes any person who is designated as acting department head, employees acting for the department head during absence, and/or employees delegated all authority to act on behalf of the appointing authority on a regular basis.

Base Rate of Pay/Base Hourly Rate – The employee's base hourly wage, excluding differentials and other pay above the base hourly wage (See Appendix C for the Nurses Unit and Salary Adjustments for the Per Diem Nurses Unit).

Base Biweekly Salary – Employee's base hourly rate, excluding any differentials or other pay above the base hourly rate, multiplied by the base hours paid (e.g., REG, SCK, VAC, etc.) each pay period. Base hours paid does not include time without pay or disability payments such as Short term Disability or workers' compensation.

Calendar Year – Refers to pay period 1 through 26 consecutively (or 27 when applicable).

Date of Hire or Hire Date (for regular nurses) – Refers to the effective date of the most recent date of hire in the Nurses Unit.

Director of Human Resources – Refers to the incumbent in the Director of Human Resources' position. It also includes any person who has been designated as acting Director of Human Resources, employees acting for the Director during absence, and/or employees delegated authority approval on a regular basis by the Director of Human Resources.

Fiscal Year – Generally refers to pay period 15 through pay period 14 of the following year.

Fringe Benefit(s) – Fringe benefit shall refer to non-wage compensation provided to employees such as, but not limited to, employer paid insurances, paid leaves, RMT, VTO, Medical Emergency Leave, Opt-Out and Waive amounts. Fringe benefits shall not include compensation such as base salary and differentials.

Nurse – Refers to a "registered nurse" and includes classifications in the Nurses Unit and Per Diem Unit. It does not include Licensed Vocational Nurses (LVNs) or registered nurses in the Exempt Group or Supervisory Nurses Unit.

Paid Hours – Shall mean hours actually worked or the use of accrued leave time such as vacation, sick, holiday or compensatory time. It does not include unpaid hours or disability payments such as Short Term Disability or workers' compensation.

Paid Status – Refers to any pay period in which an employee codes paid hours.

Reassignment – Change of position or facility (e.g., West Valley to CDC) in the same classification under the same appointing authority.

Regular Position – Regular positions are authorized by the Board of Supervisors and may be budgeted at either a full-time or part-time level, and may be in either the Classified or Unclassified Service. Positions in the Per Diem Nurses Unit are not regular positions.

Regular Status – Refers to an employee's status upon the completion of a required probationary and/or trainee period in a regular classified position in the employee's current or prior position as applicable.

Service Date – Refers to the first day of the pay period in which the employee begins work.

Service Hours – Refers to paid hours during an employee's regular tour of duty, up to 80 hours per pay period. Time without pay, disability payments, Medical Emergency Leave, and overtime hours do not count as service hours.

Transfer – A transfer is the appointment of an employee from a position under one appointing authority to a position in the same classification under another appointing authority.

Working Days – Refers to the days that the County is normally open to conduct business, i.e., Monday through Friday, excluding County holidays.

DEMOTIONS

Nurses Unit

A demotion is the appointment of an employee from an incumbent position to a position in a different classification for which the maximum rate of pay is lower.

A promoted employee who returns to his/her former classification during the probationary period shall be placed on the same step within the base salary range for the former classification that the employee was on at time of promotion. No credit shall be granted for time spent at the promoted level for next step advance due date.

A probationary employee who voluntarily demotes to a different classification from which the employee was promoted shall be retained at the same salary rate, provided that the salary rate does not exceed the top step of the lower classification. If the salary rate is higher than the top step of the lower classification, the employee shall be placed at the top step of the base salary range of the lower classification.

An employee with regular status who voluntarily demotes to a lower classification shall be retained at the same salary rate, provided that the salary rate does not exceed the top step of the lower classification. If the salary rate is higher than the top step of the lower classification, the employee shall be placed at the top step of the base salary range of the lower classification.

An employee who demotes to a trainee classification for which the journey level position is higher than the classification he/she demoted from, shall retain the same salary rate. Such an employee will be placed on the "X" step if necessary, and the employee shall receive no future salary rate increases until the salary rate of the position held exceeds the "X" step.

An employee whose position is downgraded as a result of a classification study, will be placed on the "X" step with the approval of the appointing authority and the Director of Human Resources.

An employee demoted for disciplinary reasons shall be placed on the step within the base salary range of the class to which demoted as provided in the Order of Demotion.

If the employee held prior regular status in the demoted to classification, the employee shall resume said status. If the employee did not have prior regular status in the classification, the employee shall be required to serve a probationary period, unless waived by the Director of Human Resources.

DEPENDENT CARE ASSISTANCE PLAN

Nurses Unit

The purpose of this Section 125 Dependent Care Assistance Plan (DCAP) is to permit eligible employees to make an election to pay for certain dependent care expenses with salary reduction from compensation contributed to the Plan before federal income or social security taxes are paid to the Internal Revenue Service ("Salary Reduction") in accordance with Sections 125 and 129 of the Internal Revenue Code (IRC) of 1986 and regulations issued pursuant thereto. DCAP shall be construed to comply with said Code Sections and to meet the requirements of any other applicable provisions of law. DCAP exclusions from gross income do not affect compensation for retirement purposes.

DCAP will be administered by the County's Human Resources Employee Benefits & Services Division Chief consistent with said IRC Sections.

(a) To be eligible to enroll in this benefit, an employee must be in a regular position, or be on an approved leave designated as Family Medical Leave Act, or be on an approved Military Leave.

(b) Enrollment in the Plan is limited to the annual open enrollment period or within sixty (60) calendar days of entry into an eligible position. Failure to submit participation agreement within the time frame shall result in an election to not participate in the Plan.

(c) Enrollment is required every Plan year.

(d) An employee must elect to contribute to DCAP through salary reduction on forms approved by the Human Resources Employee Benefits & Services Division Chief. An employee election to participate shall be irrevocable for the remainder of the Plan year. Once a salary reduction has begun, in no event will changes in elections be permitted during the Plan year except to the extent permitted under Internal Revenue Service rulings and regulations and with the County's Plan Document. Examples of mid-year "Change in Status" events include: marriage, divorce, birth, adoption, death, over age dependent, employee's or spouse's reduction in work hours, loss of spouse's employment, significant increase or decrease in the cost of child care, and spouse's or dependent's enrollment in a similar plan. The employee must submit a request for a change due to a mid-year Change in Status event within sixty (60) days of the qualifying event. The Human Resources Employee Benefits and Services Division Chief, or his/her designee, will authorize changes provided the change is made on account of and is consistent with an employee's Change in Status Event.

Pursuant to IRC Section 125, any amounts remaining in the employee's account at the end of a Plan Year must be forfeited. The County will use any forfeited amounts to help defray the Plan's administrative expenses.

DIFFERENTIALS

Nurses Unit and Per Diem Nurses Unit

Section 1 – Unit Differential

Registered nurses regularly assigned to a special treatment unit at the Arrowhead Regional Medical Center shall be entitled to Unit differential upon certification of the appointing authority that said nurse possesses specialized skills required to perform within the assigned unit. Special treatment unit for eligible employees is defined as Burn, Emergency, Respiratory, Intensive Care, Cardiac Services, Behavioral Health, Labor and Delivery, Medical Imaging, Operating Room, Dialysis, and Neonatal Intensive Care Units.

The Unit differential shall be one dollar and seventy-five cents ($1.75) per hour over and above their base hourly rate for Respiratory, Intensive Care, Cardiac Services, Behavioral Health, Labor and Delivery, Medical Imaging, Operating Room, Dialysis, and Neonatal Intensive Care Units. The rate for eligible employees in the Burn Unit shall be two dollars ($2.00) per hour.

Effective the first full pay period following Board approval of this Agreement the Unit differential shall be two dollars and seventy-five cents ($2.75) for eligible employees in the Emergency/Trauma Unit.

Section 2 – Charge Nurse Assignment

A nurse who is assigned to perform as a Charge Nurse or Service Coordinator in the Operating Room shall receive additional compensation of one dollar and fifty cents ($1.50) per hour above their base hourly rate. The additional compensation shall only be paid for hours actually worked in the Charge Nurse assignment.

Section 3 – Medical Support Weekend Differential

Employees designated in this paragraph assigned to hospital, mental, or correctional institutions, who work on a scheduled weekend day off, shall be paid an additional four dollars ($4.00) per hour over and above their base hourly rate. Weekend, for purposes of this provision, is between 11:00 p.m. Friday through 11:00 p.m. Sunday night. In no event shall this differential be paid for a weekend tour of duty, which was regularly scheduled as part of a standard tour of duty.

Section 4 – Mobile Intensive Care Nurse Certification Differential

Registered nurses assigned to the Arrowhead Regional Medical Center (ARMC) and the Emergency Medical Services Nurses assigned to the Inland Counties Emergency Management Agency (ICEMA) who are required and approved by their Appointing Authority to maintain a certificate as a Mobile Intensive Care Nurse (MICN) shall be entitled to a differential of three dollars ($3.00) per hour above their base hourly rate of pay for all hours actually worked.

In order to be eligible for the MICN Differential, registered nurses at ARMC shall complete two full shifts per month, as assigned, actually performing the MICN function and perform 10 critiques of radio runs assigned by the nurse supervisor per shift worked. Additionally, there shall be a quarterly list created of a minimum of three (3) day shift and three (3) night shift MICN certified nurses. The purpose of the list is that in the event that there is an open shift for which no MICN certified nurse volunteers to cover, a nurse from the list shall be assigned to that shift. Such assignment shall be made starting with the nurse with the least seniority.

Section 5 – Preceptor Pay

A nurse who is assigned to perform as a preceptor shall receive additional compensation of one dollar and fifty cents ($1.50) per hour above their base hourly rate. The additional compensation shall only apply for hours actually worked in the preceptor assignment in which the nurse precepts newly hired or transferred regular, per-diem or Interim Permit nurses, LVNs, and surgical techs. A nurse shall be paid Preceptor Pay for the period of time determined by the County for precepting duties as part of a formalized preceptor program. When the determined period of time is completed, the nurse may continue to act as a mentor. Nurses will not be eligible for Preceptor Pay to work with or orient newly hired or current non-nursing staff, students, or registry personnel. Nurse Educators and Nursing Program Coordinators shall not be eligible for Preceptor Pay.

*NOTE: Based upon discussions at the bargaining table, CNA recognizes that a nurse may be required to act as a mentor, but not receive Preceptor Pay.

Section 6 – Shift Differentials

(a) Purpose – It is the purpose of this provision to compensate employees, who are required to actually work evening or night shift tours of duty, over and above the established base rates of pay.

(b) Eligible Personnel – Employees assigned to a continuous or regularly recurring evening or night shift tour of duty shall be eligible for shift differential compensation. Further, employees who provide relief work for other employees assigned to continuous or regularly recurring evening or night shift tours of duty may receive shift differential compensation with prior approval of the appointing authority.

(c) Special Provisions

(1) Shift differential compensation shall not be included in the base rate of pay when computing overtime, or call-back pay. Employees who are assigned to a continuous evening or night shift tour of duty shall receive such differential in addition to base pay when computing paid leave compensation.

(2) Overtime worked is in addition to a scheduled tour of duty and is compensated separately in accordance with the overtime provisions of this Agreement.

(d) Compensation

(1) Employees whose assigned tour of duty, with or without intervening meal time, includes at least four (4) hours between 6:00 p.m. and 12:00 a.m. (midnight), shall receive two dollars ($2.00) per hour over and above their base hourly rate.

(2) Employees whose assigned tour of duty, with or without intervening meal time, includes at least four (4) hours between 12:00 a.m. (midnight) and 8:00 a.m. of the following day, shall receive three dollars and fifty cents ($3.50) per hour over and above their base hourly rate.

(3) Employees shall receive the shift differential amount based on the majority of shift worked, for the total number of hours worked during that shift.

Section 7 – Certification Pay

Any nurse in the Sheriff's Department who completes the requirements and is assigned and performs work under an advanced standardized protocol in a correction facility shall receive certification pay of $800 per year, payable in semi-annual installments.

Any nurse who maintains appropriate certifications and is required to regularly administer chemotherapy treatments shall receive certification pay of $700 per year, payable in semi-annual installments.
Such payments shall be made in the first full pay period in January and July of each year.

DIRECT DEPOSIT

Nurses Unit and Per Diem Nurses Unit

All employees must make and maintain arrangements for the direct deposit of paychecks and reimbursements into the financial institution of their choice via electronic fund transfer. Employees who have not made such arrangements by the end of the 4th pay period after their date of hire shall be subject to disciplinary action. In cases where an employee is unable to make arrangements for electronic fund transfer, the Director of Human Resources may allow an exception to this Article. Any exceptions granted may be reviewed periodically for continuation, subject to the approval of the Director of Human Resources.

Employees who fail to make arrangements for direct deposit shall receive paychecks and reimbursements via pay card.

DISASTER SERVICE WORKERS

Nurses Unit and Per Diem Nurses Unit

All employees covered by this Agreement are public employees, and, as such, are to serve as disaster service workers subject to such service activities as may be assigned to them by their superiors or by law, pursuant to Government Code Section 3100.

DISCIPLINE AND ADMINISTRATIVE APPEALS

Per Diem Nurses Unit

All written corrective and disciplinary actions of nurses in the RN I Per Diem, RN II–Per Diem, Float Pool Specialty RN-Per Diem, Float Pool RN-Per Diem, Correctional Nurse-Per Diem, classifications with more than 1600 hours of service in the classification, except those specifically excluded (i.e., same as those items excluded in paragraph one of the Discipline and Appeals Article for the Nurses Unit), are subject to the discipline and administrative appeals process outlined in this article. The discipline and administrative appeals process is as follows:

(a) Within fourteen (14) calendar days of the corrective or disciplinary action presented to the nurse, the nurse may submit to the Human Resources Officer assigned to their department a written request to schedule a meeting to discuss the action taken. Within five (5) working days of this meeting, the Human Resources Officer shall give the Nurse his/her decision.

(b) If a mutually acceptable solution has not been reached, the Per Diem Nurse shall submit a written appeal to the Department Head within five (5) working days of notice from the Human Resources Officer. The Department Head or Designee shall meet with the Per Diem Nurse and/or representative to discuss the administrative appeal. Within ten (10) working days of the meeting with the Per Diem Nurse, the Department Head shall provide the Per Diem Nurse his/her decision. Such notification shall be rendered in writing to the Nurse and representative.

(c) If a mutually acceptable solution has not been reached with the Department Head, the Per Diem Nurse may submit a written appeal to the Human Resources Director or designee within five (5) working days of notice from the Department Head. The Human Resources Director or designee shall meet with the Per Diem Nurse and/or representative to discuss the administrative appeal.

Following a review of the administrative appeal, the Human Resources Director or designee shall have full and final authority to mutually resolve the administrative appeal with the employee/employee's representative within ten (10) working days of the meeting with the Per Diem Nurse. Such notification shall be rendered in writing to the Nurse and representative.

Corrective and disciplinary actions taken as a result of a Per Diem Nurse's failure to meet the minimum commitment level and/or maintain required licensure and certification(s) are specifically excluded from the Discipline and Administrative Appeals process. However, a Per Diem Nurse with more than 1600 hours in the per diem classification who has been involuntarily separated for other reasons may, upon exhaustion of the above-described administrative appeal process, file an appeal to arbitration of the Human Resources Director's or designee's determination to separate the Per Diem Nurse's employment. Such written appeal to arbitration must be filed with Employee Relations within five (5) working days of the Human Resources Director's or designee's written decision to the Per Diem Nurse. The only issue to be decided by the

arbitrator is whether the reason for the separation of the Per Diem Nurse is reasonably supported by evidence or facts and is for a reason for which discipline is normally warranted. For example, if a Per Diem Nurse is separated for tardiness, the arbitrator shall only have authority to make a determination as to whether the County established that the Per Diem Nurse was tardy and that tardiness is a reason for which discipline is normally warranted. The arbitrator shall only have the authority to reinstate the Per Diem Nurse if the arbitrator determines that the reason for the separation of the Per Diem Nurse is not reasonably supported by evidence or facts. Nothing herein is intended, nor shall it be construed, to confer regular status or civil service rights and protections, pursuant to the Personnel Rules, to nurses in the Per Diem Nurses Unit. It is expressly understood that Per Diem Nurses are and shall remain in the unclassified service. The employee(s) may represent themselves, or may be represented by an authorized CNA Labor Representative and/or a Registered Nurse Representative. This representation may commence at any step in the Discipline and Administrative Appeals Process. The County agrees within reasonable limits to compensate the Nurse for time spent during regularly scheduled hours in the handling of an administrative appeal.

DISCIPLINE AND APPEALS

Nurses Unit

A nurse may only be disciplined for just cause. For purposes of appeals under this Article, counseling (e.g., Memos of Counseling, Personnel Reports, Records of Discussions, Memos of Concern, Plans of Correction, and other such documents) shall not be considered formal discipline and are not subject to the appeals provisions provided for under this MOU.

The County recognizes the need for appeal processes that follow established procedures to facilitate the resolution of disputes between the nurse and the County. If a nurse believes they have been adversely affected as a consequence of an action by the County and desires to reverse the result, the nurse may bring forward that appeal in one of the following County appeal processes:

(a) The grievance and arbitration procedure, when the alleged adverse action falls within the definition of a grievance as defined in the Grievance Procedure Article of this MOU.

(b) The Civil Service Commission, when the alleged adverse action is appealable as specified in the Personnel Rules. Examples include, but are not limited to, formal discipline, classification, reassignments, etc.

(c) Written reprimands are not subject to the grievance arbitration process except where it is the intent of the County to terminate the registered nurse for the next instance of the same misconduct (i.e., misconduct is the same nature and severity) for which the registered nurse received the reprimand. For example, a nurse who receives a written reprimand for excessive tardiness will not be entitled to use the grievance process if further excessive tardiness will lead to progressive discipline for which the nurse may appeal. Where the reprimand is not subject to the grievance and arbitration process, the nurse may contact the Human Resources Officer assigned to their department to schedule a meeting to discuss the reprimand. If the nurse is dissatisfied with the outcome of the meeting, the Human Resources Officer will contact the supervisor to request reconsideration of the reprimand.

(d) If a nurse receives no additional reprimand for three (3) years, this reprimand shall no longer be used to establish the level of discipline imposed, provided it did not involve conduct of a serious or egregious nature (e.g., harassment, violence, threats, substance abuse, etc.).

DUAL APPOINTMENTS

Nurses Unit

The appointment of two (2) full-time employees to the same budgeted regular position may be authorized by the Director of Human Resources to facilitate training, to make assignments to a position which is vacant due to extended authorized leave of absence, or in an emergency. The most recently hired dual appointee shall enjoy all of the benefits of regular employees except regular status, unless the most recently appointed dual appointee has regular status in the classification. The most recently appointed employee shall be notified in writing by the appointing authority and such notification will clearly define the benefits to which that employee is entitled. Upon return of the initial appointee or completion of the training period or emergency, the following procedure shall apply. If the most recently appointed dual appointee has regular status in the same classification, he/she shall be placed in a vacant position in the same classification in the department/group. If no position is available, the employee shall be laid off, pursuant to the layoff provisions of this Agreement; provided, however, that the initial appointee shall be excluded from the order of layoff. If the most recently appointed dual appointee does not have regular status in the classification, he/she may be appointed to a vacant position in the same classification in the department/group, however, he/she shall be required to serve a probationary period unless waived by the Director of Human Resources. If the most recently appointed dual appointee held prior regular status in a lower classification immediately preceding the dual appointment, he/she shall have the right to return to the former classification and department. If he/she has not held prior regular status in a lower level classification, he/she shall be terminated.

EDUCATION LEAVE AND TRAINING

Nurses Unit

Section 1
Effective pay period 1 of each year, each regular full-time nurse with one (1) or more years of service shall be credited with twenty-four (24) hours of leave with pay (i.e., Education Leave), upon approval, to attend Board of Registered Nursing approved continuing education courses, seminars, training programs, conferences, workshops, or classes, including those necessary to obtain and/or maintain RN licensure or certifications.

Written requests for such Leave must be submitted thirty (30) calendar days in advance before the leave is to be taken or at least five (5) days before the schedule is released. If a nurse submits a request for Education Leave prior to the current schedule being finalized, the County will make reasonable efforts to accommodate the nurse's Leave request. Nurses seeking to attend education courses, seminars, training programs, conferences, workshops, or classes on a scheduled day off shall be eligible to use Education Leave for the actual course time. Department responses to requests for Education Leave will be provided within fourteen (14) days of any such written Leave request.

A nurse who is approved to attend an education course, seminar, etc. on a day that is the nurses scheduled workday, whose shift was not backfilled, shall discuss with his/her supervisor if the nurse will return to work or use appropriate paid leave or VTO for the remainder of the nurses scheduled workday. Nurses' requests to use appropriate paid leave or VTO for this purpose shall not be denied arbitrarily and/or capriciously.

Any classes included in orientation will not count against a nurses Education Leave balance.

Section 2
Nurses with unused Education Leave at the end of pay period 26, or 27 when applicable, are eligible to carry over up to eight (8) hours of Education Leave into the next calendar year provided, however, that the amount carried over combined with the Education Leave credited to the nurse in pay period 1 shall not exceed thirty-

two (32) hours, or thirty-six (36) hours in the case of a nurse who receives an additional four (4) hours of Education Leave as provided in Section 4 of this Article.

Section 3
An employee who is required or mandated to attend a specific class or training by the Appointing Authority or designee shall not have the time spent attending such class or training counted against this Education Leave. The County will pay the cost of the class/training and the registered nurse shall be paid his/her base rate, and this time shall be counted as time worked. Examples of a mandatory class are those conducted through ARMC's Healthstream system and the Driver Awareness class required by County Risk Management.

Section 4
Effective pay period 1 of each year, each regular full-time nurse with one (1) or more years of service who is currently certified by a national specialty organization shall be provided an additional four (4) hours of Education Leave each year, and thereafter, as long as the certification is maintained.

Each regular full-time nurse who, subsequent to Board of Supervisors approval of this agreement, has obtained a national certification shall then be provided an additional four (4) hours of Education Leave prorated on a monthly basis, based upon the annual rate of four (4) hours.

EXPENSE REIMBURSEMENT

Nurses Unit and Per Diem Nurses Unit

Section 1 – General Provisions

The purpose of this Article is to define the policy and procedures by which employees shall report and be reimbursed for necessary expenses incurred on behalf of San Bernardino County, except as may be otherwise provided in this Agreement.

Section 2 – Responsibilities

It shall be the responsibility of each appointing authority or designee to investigate and approve each request for expense reimbursement. It shall be the responsibility of each employee to obtain prior approval from the appropriate appointing authority or designee to incur a business expense or to exceed maximum allowable amounts provided in Section 7 of this Article. Prior approval may be in the form of standing orders issued by the appointing authority. Failure to obtain prior approval may result in denial of any expense claim (or excess amount) not pre-approved.

Section 3 – Travel Authorization

(a) Travel outside the State of California must be approved by the Chief Executive Officer or designee except when the trip outside California is within twenty (20) miles of the California border or travel through a location anywhere in the adjacent state as a means of arriving at a location within California. Requests for such travel shall be first submitted in triplicate on a standard "Travel Request" form to the nurse's manager as soon as nurse knows that out of state travel is required, but should be at least a minimum of six (6) weeks in advance of the requested travel date. Following appropriate departmental review, the request shall be submitted to the County Administrative Office for final approval, unless specifically approved in the department's budget.

(b) The appointing authority or designee shall initiate travel requests. The Chief Executive Officer and Auditor/Controller shall be notified in writing of all such designees.

(c) The appointing authority or designee is authorized to approve necessary travel within the State of California and use of transportation mode consistent with this Article.

(d) Travel time to and from training sites for mandatory training, on overnight trips, to temporary work assignments, or for special one day assignments in another city or jurisdiction shall be considered hours worked in accordance with FLSA regulations.

Section 4 – Authorization for Attendance at Meetings

(a) Appointing authorities may authorize attendance at meetings at County expense when the program material is directly related to an important phase of County service and holds promise of benefit to the County as a result of such attendance.
(b) Authorization for attendance at meetings without expense reimbursement, but on County time, may be granted when the employee is engaged on the County's behalf, but from which the gain will inure principally to the benefit of the employee and only incidentally to the County.

Section 5 – Records and Reimbursements

(a) Requests for expense reimbursement should be submitted once each month, except if the amount claimable for any month does not exceed twenty-five dollars ($25.00), the submission may be deferred until the amount exceeds twenty-five dollars ($25.00) quarterly or until June 30 during the current fiscal year, whichever occurs first. At the end of the fiscal year, expense reimbursement claims for July 1 and beyond must be on a separate claim from those expenses claimed for June 30 or earlier.

(b) Unless otherwise provided in this Article, original receipts or vouchers which verify the claimed expenditures will be required for all items of expense, except:

(1) Private mileage.

(2) Taxi, streetcar, bus and ferryboat fares; bridge and road tolls; and parking fees.

(3) Telephone and telegraph charges.

(4) Other authorized expenses of less than one dollar ($1.00).

(c) Claims for expense reimbursement totaling less than one dollar ($1.00) in any fiscal year shall not be paid.

(d) Reimbursement shall not be made for any personal expenses such as, but not limited to: entertainment, barbering, etc.

(e) Except as otherwise provided in this Article, expense reimbursements shall be made on an actual cost basis.

(f) Expense reimbursements may be made via Electronic Fund Transfer.

Section 6 – Transportation Modes

(a) The general rule for selection of a mode of transportation is that mode which represents the lowest expense to the County. Where an employee is given the choice between several means of travel (e.g. use of County vehicle vs. own personal vehicle, flying vs. driving, etc.) and the employee chooses the option that is more costly, the employee shall only be reimbursed for the lesser cost option. For example, if an employee chooses to drive his/her own vehicle when offered a County vehicle, the employee shall not be entitled to any reimbursement. Similarly, if the cost of flying on an airplane is less than the cost of driving, the employee shall only be reimbursed for the amount the County would have paid for the flight.

(b) Travel Via Private Automobile

(1) Reimbursement for the use of privately owned automobiles to conduct County business shall be at the IRS allowable rate. Reimbursement at this rate shall be considered as full and complete payment for actual necessary expenses for the use of the private automobile, insurance, maintenance, and all other transportation-related costs. The County does not provide any insurance for private automobiles used on County business. The owner of an automobile is responsible for the personal liability and property damage insurance when the vehicle is used on County business.

(2) When employees traveling on official County business, leave directly from their principal place of residence rather than from their assigned work location, mileage allowed to the first work contact point shall be the difference between the distance from the residence to the assigned work location and the distance from the residence to the first work contact point. If the first work contact point is closer than the assigned work location, no mileage shall be allowed. If the employee departs from the last work contact point directly to the residence, the same principle governs.

Employees may have multiple assigned work locations. Mileage allowed is based on the assigned work location for that day. When employees have more than one assigned work location in a standard tour of duty, mileage shall be allowed between assigned work locations.

In no case will mileage be allowed between the employee's residence and the assigned work location.

(c) Travel Via Rental Vehicles

Reimbursement will be provided for the cost of a rental vehicle for business purposes if such use is approved by the appointing authority. Rental vehicles are covered for liability and vehicle physical damage under the County's self-insurance program. Reimbursement will not be provided for the additional costs incurred if any employee purchases additional insurance or signs a Collision Damage Waiver (CDW) when renting a vehicle for County business. Requests for reimbursement for gasoline for rental vehicles must be accompanied by a copy of the rental agreement or rental receipt and gasoline receipt.

(d) Travel Via Air

When commercial aircraft transportation is approved, the "cost of public carrier" shall mean the cost of air coach class rate including tax and security surcharges.

Section 7 – Meals and Lodging

(a) Meal and lodging expenses shall not be allowed without prior approval of the appointing authority or designee as necessary for the purpose of conducting County business. Excess charges greater than the amounts listed below in paragraphs (b) and (c) may be authorized under special conditions, such as a convention requirement or in an area of unusually high cost (such as San Francisco Bay area, Sacramento, Los Angeles and San Diego). Original receipts are mandatory to obtain reimbursement for all lodging expenses, and except as provided below for all meal expenses claimed.

(b) The allowance for lodging is seventy-five dollars ($75.00) plus tax, per night, single, with receipt.

(c) Compensation for meal expenses may be provided as follows:

(1) Option 1 – With receipts, an employee may be reimbursed for meal expenses up to $50.00 per day, including tax and gratuity, for three (3) meals, or when separate meals are claimed, eleven dollars

($11.00) for breakfast; fifteen dollars ($15.00) for lunch; and twenty-four dollars ($24.00) for dinner, all including tax and gratuity.

(2) Option 2 – Without receipts, an employee may be reimbursed for meal expenses up to $34.00 per day, including tax and gratuity, for three (3) meals, or when separate meals are claimed, six dollars ($6.00) for breakfast, nine dollars ($9.00) for lunch, and nineteen ($19.00) for dinner, all including tax and gratuity.

(3) All meals for a single day must be claimed under either Option 1 or Option 2.

(d) Meal allowances for a business meeting/conference including meals are the actual cost.

(e) The parties agree that it is the basic responsibility of employees to anticipate and make provision for their own meals. In emergency situations at the work site, if an employee is unable to obtain a meal due to extraordinary working conditions or an extremely remote work site, the County shall make every effort to provide meals.

Section 8 – Expense Advances

Advancement of funds for business expenses can be obtained from the Auditor/Controller's Office through submission of the appropriate form. Advancements shall not exceed the maximum per diem amounts set forth herein. The minimum amount to be advanced is twenty-five dollars ($25.00). Upon return from travel, the employee must submit an expense reimbursement form and all receipts documenting expenses incurred. If the employee does not submit this accounting within fifteen (15) calendar days of return from travel, or prior to termination of County employment, the Auditor/Controller's Office may recover the amount advanced from the employee's pay.

Section 9 – County Credit/Debit Cards

The appointing authority may issue a County credit or debit card to an employee and require business expenses be paid for with said card. Further, the County may require that meal and lodging expenses be limited to the maximum amounts listed in Section 7, paragraphs (b) and (c) above. If unauthorized charges are placed on the card, the employee shall be required to reimburse the County. If the employee fails to reimburse the County within fifteen (15) calendar days or prior to separation from County service, the Auditor/Controller's Office may recover any unauthorized charges from the employee's pay.

FITNESS FOR DUTY

Nurses Unit and Per Diem Nurses Unit

The parties agree that physical and mental fitness of County nurses are reasonable requirements to perform the duties of the job and instill public confidence. Recognizing these important factors, the parties agree that during the term of this Agreement the County, with clearly articulated reasons, may require medical and psychological assessments of nurses provided the County pays and provides time off without loss of pay for such assessments. All such assessments shall be done by appropriately qualified health care professionals.

If the examination report of the competent authority (e.g., physician, appropriate practitioner, etc.) shows the nurses to be in an unfit condition to perform the duties required of the position, the County shall have the right to compel such nurse to:

- Take sufficient leave of absence with or without pay, at the nurse's discretion if the nurse is eligible for such leave time (Nurses and Per Diem Nurses Units);

- Transfer to another position without reduction in compensation, if applicable (Nurses and Per Diem Nurses Units); and/or
- Follow a prescribed treatment regimen until medically qualified to return to unrestricted duty (Nurses and Per Diem Nurses Units).

If required, a nurse who has been removed from duty for physical or psychological reasons may not return to duty until medical clearance has been obtained.

Medical and psychological reports shall be released to and retained by the Center for Employee Health and Wellness. The information in these reports shall only be released in accordance with applicable laws and regulations, restricted to the purpose for which the examination was originally required, for the effective conduct of County business.

Any remedial or treatment action shall be the full responsibility of the nurse, except as otherwise provided by law.

Additionally, if a nurse is unable to perform the duties of her/his position because of physical illness or failure to maintain required licenses, said nurse may be removed from duty without pay or may use accrued paid leave (Nurses Unit Only) for which they are eligible, or Per Diem Nurses Unit employees may use Compensatory Time Off, until she/he can perform such duties.

FLEXIBLE SPENDING ACCOUNT

Nurses Unit

The purpose of this Section 125 Medical Expense Reimbursement Flexible Spending Account (FSA) is to permit eligible employees to make an election to pay for qualifying medical care expenses, as determined by Section 213 of the Internal Revenue Code of 1986 (IRC), on a pre-tax basis by salary reduction in accordance with Sections 125 and 105(b) of the IRC and regulations issued pursuant thereto. FSA shall be construed to comply with said Code Sections and to meet the requirements of any other applicable provisions of law. FSA exclusions from gross income do not affect compensation for retirement purposes.

FSA will be administered by the County Human Resources Department, Employee Benefits and Services Division, consistent with said IRC Sections.

(a) To be eligible to enroll in this benefit, an employee must be in a regular position, or be on an approved leave designated as Family Medical Leave Act or on an approved military leave.

(b) Enrollment in the Plan is limited to the annual open enrollment period or no later than sixty (60) days following the date of becoming eligible. Failure to submit an election agreement within the specified time frame shall result in an election to not participate in the Plan. The FSA Plan year will coincide with the County's Benefit Plan year.

(c) Enrollment is required every Plan year. An employee must elect to contribute to FSA through salary reduction on forms approved by the County Human Resources Department, Employee Benefits and Services Division.

(d) Eligible employees may contribute, on a pre-tax basis, a minimum of one hundred thirty dollars ($130.00) and up to the established amount pursuant to the IRS annual maximum per year to a Flexible Spending Account. An employee election to participate in the Plan shall be irrevocable for the remainder of the Plan year. Once a salary reduction has begun, in no event will changes to elections or discontinuation of contributions be permitted during the Plan year except to the extent permitted under Internal Revenue Service rulings and regulations and with the County's Plan Document. Examples of eligible mid-year

Change in Status events include: marriage, divorce, birth, adoption, death, overage dependent, the employee's or employee's spouse's reduction in work hours, and loss of spouse's employment. The employee must submit a request for a mid-year Change in Status event within sixty (60) days of the qualifying event. The Employee Benefits and Services Division will authorize changes provided that the change is made on account of and consistent with an employee's qualifying Change in Status event.

Any unused amounts remaining in an employee's account at the end of the Plan year must be forfeited except as permitted by the IRC and the County's Medical Expense Reimbursement Plan Document. The County will use any forfeited amounts to help defray the Plan's administrative expenses.

FLOAT POLICY

Nurses Unit and Per Diem Nurses Unit

Section 1 – Administration

(a) Floating of registered nurses shall be subject to patient care considerations and staffing needs, and shall consider current skill level needs, qualifications and patient acuity and shall be in compliance with applicable regulations including Title 16 and Title 22.

(b) Assignments shall include only those duties and responsibilities for which the registered nurse is qualified.

(c) Registered nurses who float will have completed a float orientation and float competency signed by the nurse and the orienting nurse. Assignments shall include only those duties and responsibilities for which demonstrated current competencies have been validated.

(d) Orientation of registered nurses to float will occur with an experienced registered nurse of that specific unit. Registered nurses must complete the float orientation and float competency process before they can float.

Section 2 – Float Policy for Non-Float Pool Classifications

(a) Nurses shall float in the following order:

(1) Volunteers

(2) Registry

(3) Travelers

(4) Per Diem

(5) Regular Part-Time

(6) Regular Full-Time

(7) Registered Nurses Working an Unscheduled Extended Shift

(b) Registered nurses (excluding float pool nurses) shall float within their specialty units/clusters. There shall be no mandatory floating between clusters except in emergencies. Nothing herein precludes an RN that has been oriented and possesses the necessary demonstrated current competencies from volunteering to float between clusters. Clusters are designated as follows:

(1) Maternal Child Services (Labor & Delivery and Couplet Care)

(2) Neonatal Intensive Care Unit to Couplet Care for newborn care only

(3) Pediatrics to Nursery and Couplet Care

(4) Couplet Care to Pediatrics for couplet care overflow only

(5) Pre-Operative Hold and Operating Room

(6) Post-Anesthesiology Care Unit, Gastro-Intestinal Lab, Pain Clinic

(7) Special Procedures

(8) Critical Care Services (Surgical Intensive Care Unit, Medical Intensive Care Unit, Burn, Emergency Department and Post-Anesthesiology Care Unit for Intensive Care Unit holding)

(9) Emergency Department/Trauma

(10) Behavioral Health Services

(11) Medical-Surgical, Telemetry Services

(c) Rotation of floating will be at the unit level.

(d) Floating is part of all registered nurse's duties and responsibilities in order to meet patient needs and state mandated staffing ratios. A registered nurse who has completed the float orientation and float competency for that specific unit shall not refuse a floating assignment.

(e) There shall be no double floating. If the nurse volunteers to return to her/his home unit, it shall not be deemed as double floating.

Nursing management will work with nurses to develop a modified training program with the purpose of increasing the number of nurses competent to care for growers and feeders in the NICU. If necessary, the parties agree to meet six (6) months after the initial meeting with nurses to modify the language of Section 2(b)(3) Pediatrics to Nursery and Couplet Care and 2(b)(4) Couplet Care to Pediatrics for couplet care overflow only.

Section 3 – ARMC Float Pool Classifications

(a) ARMC Float Pool Nurses will be routinely assigned to different units at ARMC on an as needed basis. The classifications assigned to the float pool are:

a. Float Pool Specialty Registered Nurse – Per Diem
b. Float Pool Specialty Registered Nurse
c. Float Pool Registered Nurse – Per Diem
d. Float Pool Registered Nurse

If a Float Pool RN or Float Pool RN – Per Diem at ARMC fails to maintain competencies and/or certification necessary to work in at least three (3) different units, the employee shall be assigned to the class of Registered Nurse – ARMC or Registered Nurse – Per Diem.

If a Float Pool Specialty RN or Float Pool Specialty RN – Per Diem at ARMC fails to maintain competencies and/or certification necessary to work in at least three (3) different specialty units, the employee shall be assigned to the class of Registered Nurse – ARMC or Registered Nurse – Per Diem.

(b) ARMC Float Pool Clusters – RN's in the float pool must have the demonstrated current competencies and maintain current certification necessary to work in at least three (3) different units. A float pool nurse who demonstrates current competencies and maintain current certification to work in at least three (3) different specialty units may be hired as a Float Pool Specialty RN or Float Pool Specialty RN – Per Diem. A specialty unit shall be defined as those units eligible for Unit Differential as provided in the Differential

Article. Float Pool Specialty RN – Per Diem and Float Pool Specialty RN shall not be eligible to receive the Unit Differential.

FULL UNDERSTANDING, MODIFICATION AND WAIVER

Nurses Unit and Per Diem Nurses Unit

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the full right and adequate opportunity to make demands and proposals with respect to any subject or matter within the scope of representation, and that the understandings arrived at after the exercise of that right are set forth in this Agreement. This Agreement, to the extent provided by law, is the sole source of rights and terms and conditions of employment for nurses in this bargaining Unit. The express provisions of this Agreement for its duration therefore constitute the complete and total contract between the County and CNA with respect to wages, hours, and other terms and conditions of employment. Any prior or existing Agreement between the parties, whether formal or informal, regarding any such matters are hereby superseded and terminated in their entirety. Therefore, except as provided below, the County and CNA for the life of this Agreement, each voluntarily waives the right to meet and confer in good faith with respect to any subject or matter referred to or covered in this Agreement. The waiver of any breach or term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

GRIEVANCE PROCEDURE

Nurses Unit and Per Diem Nurses Unit

Section 1 – Purpose

The Union and the County recognize that the goal of the grievance procedure is to attempt to resolve the grievance at the lowest level possible with the least amount of time and resources. The parties agree to fully cooperate in the investigation of grievances including the sharing of available relevant information that substantiates each party's position.

Section 2 – Definition of and Requirements for Filing a Grievance

A grievance is a disagreement between the County and an employee, group of employees, or CNA concerning the application or alleged violation of a specific Article(s) of this Agreement. A grievance may be filed by an employee, a group of employees, or by CNA on behalf of an individual grievant or a group of employees. Group grievances are defined as, and limited to, those grievances that allege more than one (1) employee suffered harm under similar facts and circumstances within the grievance filing period. Group grievances shall name all harmed employees and/or classifications and identify the departments and/or work locations of such employees. Where a group grievance is filed, one (1) employee in the group shall be selected by CNA to process the grievance. A grievant shall be entitled to CNA representation at any step under this Grievance Procedure.

Section 3 – Jurisdiction

The Director of Human Resources or designee shall have the sole authority, within the County structure, to provide the official management interpretation or application to any and all provisions of this Agreement. The arbitrator has the final authority, within the County structure, to adjudicate all grievances, as defined or otherwise provided herein.

Section 4 – Exclusions

Except as otherwise provided by this Agreement or state or federal statute, this Grievance Procedure shall be the sole and exclusive procedure for seeking recourse for any grievance, as defined in Section 2 of this Article.

In that only regular nurses are covered by the Personnel Rules, any dispute which may arise between parties involving the application, meaning, or interpretation of the Personnel Rules shall be settled by the Civil Service Commission in accordance with the appropriate appeal procedure established in the Personnel Rules. All matters are excluded from this procedure which deal with the "County Management Rights" Article; "Temporary Performance of Higher Level Duties" Article; federal or state statutes, rules or regulations except if included as an Article of this Agreement; or are preempted by County Charter.

There shall be no multiple appeals to different adjudicatory bodies over the same case/same set of circumstances.

If any of the provisions of the Personnel Rules are in conflict with the provisions of this Agreement, this Agreement shall be controlling.

Any grievance will be terminated once an EEO complaint is filed on the issue being grieved.

Section 5 – Representation

Aggrieved employee(s) may represent themselves, or may be represented by an authorized CNA employee representative, and/or by a CNA Labor Representative. This representation may commence at any step in the Grievance Procedure. A representative of Human Resources may be in attendance at any step in the Grievance Procedure. The County agrees within reasonable limits to compensate the aggrieved employee(s) for time spent during regularly scheduled hours in the handling of real and prospective grievances.

Section 6 – Consolidation of Grievances

In order to avoid the necessity of processing numerous grievances at one time, grievances over the same case/set of circumstances shall be consolidated whenever possible.

Section 7 – Time Limitations and Notification

Time limitations are established to settle a grievance quickly. Time limits may be modified only by agreement of the parties in writing. If at any step of this Grievance Procedure, the grievant is dissatisfied with the decision rendered, it shall be the grievant(s) or CNA on behalf of the grievant(s) responsibility to initiate the action which submits the grievance to the next level of review within the time limits specified. Failure to submit or appeal the grievance within the time limits imposed shall terminate the grievance process and the matter shall be considered resolved. For purposes of this Grievance Procedure, notification to a party may be given either personally, by U.S. mail, telephonically, by facsimile or via E-mail.

The grievance shall automatically proceed to the next step if a reviewing official does not respond within the time limits specified except at Step 2. A grievance may be entertained or advanced to any step beyond Step 2, Employee Relations Division, if the parties jointly so agree in writing.

When notice is mailed to an employee, it shall be sent to the employee's current address of record. For the purpose of this procedure, notice by mail shall be deemed to have been completed on the fifth calendar day following deposit of notice with the United States Postal Service, unless the party can establish that notice was not actually received as a result of circumstances beyond the party's control. All written responses by the County shall be addressed to the Association with a copy to the grievant.

Section 8 – Steps in the Grievance Procedure

The procedures outlined herein constitute the mandatory steps necessary to resolve grievances.

Step 1 – Immediate Supervisor. Initially the employee having a grievance shall on a personal face-to-face basis discuss the complaint with the immediate supervisor. At this step, it is the responsibility of the employee to inform the supervisor that he/she is initiating the grievance process. The attempt of settlement of a grievance filed by an employee, group of employees or by CNA on behalf of an individual employee or group of employees is required at Step 1 prior to the filing of a formal written grievance. The grievance must be initiated at Step 1 within fifteen (15) working days after any grievant is aware, or reasonably should have become aware, of the conditions precipitating the grievance. Within three (3) working days the immediate supervisor shall give the decision to the employee orally.

Step 2

(a) Employee Relations Division/Division Level – If a mutually acceptable solution has not been reached in Step 1, the grievant shall submit the grievance in writing on appropriate forms which shall provide a detailed statement of the grievance, including dates, names, and places, applicable Agreement articles, and the specific remedy or action requested. The written grievance shall be filed in duplicate with the Employee Relations Division within ten (10) working days of oral notification of the immediate supervisor's decision. The Employee Relations Division shall make a determination of whether the grievance is a matter for which the Grievance Procedure is appropriate after consultation with CNA. In making such determination, the Employee Relations Division shall determine if: (1) the grievance has been filed in a timely manner; (2) the initial step has been followed; (3) if the grievance alleges that a specific Memorandum of Understanding article(s) has been misapplied or violated; and (4) the matter complained of in the grievance is covered by a specific provision of the Agreement. The determination and notification to the grievant and CNA will generally be made within five (5) working days of receipt of the grievance. CNA may appeal this determination directly to an arbitrator in accordance with the provisions of this procedure within five (5) working days following notification by the Employee Relations Division to determine the grievability/arbitrability of the grievance.

If objection is made to the procedural and/or substantive grievability of a grievance at this step or any other step of the grievance procedure, the parties may mutually agree to continue processing the grievance on the merits. However, it is expressly agreed that such objections to the procedural and/or substantive grievability of a grievance are preserved in any arbitration hearing and that no waiver will result from the subsequent processing and discussion of the grievance on the merits.

(b) Division Level – If the grievance is determined to be grievable, or the parties mutually agree to hold in abeyance any objections to the procedural and/or substantive grievability of the grievance, the Division/Section Head shall meet with the grievant and/or representative to thoroughly discuss the grievance. The Division/Section Head shall submit a written response to the grievant within five (5) working days of the meeting with the grievant.

Step 3 – Employee Relations Division. If a mutually acceptable solution has not been reached, the grievant shall submit the written grievance to the Employee Relations Division within five (5) working days of the receipt of written response of the Division/Section Head. The Director of Human Resources or designee shall meet with the grievant and/or representative to discuss the grievance.

Following a review of the grievance with the appointing authority, the Director of Human Resources or designee shall have full and final authority on behalf of the County to mutually resolve the grievance with the employee/employee's representative within ten (10) working days of the meeting with the grievant. Such notification shall be rendered in writing to the grievant, CNA and the appointing authority.

HEALTH and SAFETY

Nurses Unit and Per Diem Nurses Unit

It is the goal of the County of San Bernardino to promote a safe environment for all people in the workplace. It is also the County's intent to properly manage any incidents that occur so as to minimize injury and other forms of loss. In order for the County to achieve its goals, it adheres to all federal, state and local regulations.

The County of San Bernardino shall provide information and training to all CNA represented members on communicable illness and/or disease to which he/she may have routine workplace exposure.

The County will provide personal protective equipment (PPE) appropriate to the unit service or department and consistent with the safest and most up to date guidelines of the Centers for Disease Control and Prevention (CDC) and the County's safety standards and recommendations from the Professional Practice Committee (PPC). Nurses shall complete all necessary training and/or requirements to utilize any and all PPE provided. For example, the County shall provide N95 respirators to all nurses throughout the county that have contact through the course of their work with patients that are being ruled out or have confirmed diagnosis of Influenza. In any case in which a nurse is exposed to aerosolized pathogens the nurse will be supplied with use of a Powered Air Purifying Respirator (PAPR).

HOURS OF WORK

Nurses Unit

Employees shall be required to work during such hours as necessary to carry out the duties of their position, as designated by the appointing authority, and such hours may be varied so long as the work requirements and efficient operations of the County are assured.

Notwithstanding any other provisions of this Agreement, the Chief Executive Officer may authorize overtime compensation at straight time or time and one-half rates at any time (including retroactively for emergencies as defined in Section 13.022(h) of the County Code) to be paid to any employee in order to carry out the intent of a Board-approved program, to respond to an emergency, or to compensate for hours of work performed above that normally expected of such employee.

Employees in regular positions in this Unit are considered to be salaried for purposes of the Fair Labor Standards Act (FLSA). If, as a result of changes in legislation, federal regulations, or court decisions, employees are considered to be non-salaried, the County and CNA will meet and confer concerning changes to return the employees to salaried status.

Deductions from the pay of employees in this Unit for disciplinary and other reasons shall be made in a manner consistent with FLSA regulations. For example, employees covered by this Article who are disciplined by a suspension without pay shall only receive such suspension in increments of one (1) or more full days. Alternatively, an appointing authority may discipline an employee covered by this Article via a deduction of accrued leave time. The accrued leave time is limited to vacation, holiday, annual or administrative leave. Deductions of accrued leave time may be made in increments of less than one (1) work week. Any disciplinary action imposed under this Article is subject to appeal under the Personnel Rules of San Bernardino County. Employees shall not be disciplined by a reduction in step.

Nurses who regularly work twelve (12) hour shifts at ARMC may be eligible to work seventy-two (72) hours per pay period as staffing permits, by seniority, by unit and shift. Employees who are authorized to work a seventy-two (72) hour schedule will accrue benefits on a pro-rated basis as provided for in the Agreement. Requests for 12-hour work schedules shall not be arbitrarily denied.

Consecutive Days – Nurses working eight (8) and nine (9) hour shifts shall not be required to work more than five (5) consecutive days. Ten (10) hour nurses shall not be required to work more than four (4) consecutive days. Twelve (12) hour nurses shall not be required to work more than three (3) consecutive days. Nurses shall not be required to work consecutive days in excess of those stated above except as indicated in the Overtime Article.

Per Diem Nurses Unit

Employees covered under this agreement are in the unclassified service and are utilized to supplement the regular nursing staff. Employees shall be required to work during such hours as necessary to carry out the duties of their position, as designated by the appointing authority, and such hours may be varied so long as the work requirements and efficient operations of the County are assured.

Notwithstanding any other provisions of this Agreement, the Chief Executive Officer may authorize overtime (including retroactively for emergencies as defined in Section 13.022(h) of the County Code), compensated as per the "Overtime" article in this Agreement, to be paid to any employee in order to carry out the intent of a Board-approved program, to respond to an emergency, or to compensate for hours of work performed above that normally expected of such employee.

IMPLEMENTATION

Nurses Unit and Per Diem Nurses Unit

It is agreed that this Agreement shall not be binding upon the parties either in whole or in part unless and until approved by the Board of Supervisors.

Any changes to this Agreement, which do not have specific effective dates, become effective on the date of Board of Supervisors' approval.

Any economic changes to this Agreement, which do not have specific effective dates, become effective the beginning of the pay period following Board of Supervisors approval.

Subsequent changes to compensation during the term of this Agreement will be implemented consistent with the parties' bargaining obligations pursuant to the Meyers-Milias-Brown Act.

JOB POSTING AND FILLING OF VACANCIES

Nurses Unit and Per Diem Nurses Unit

(a) Whenever vacancies within the bargaining Unit are to be filled, the County Department that has the vacancy shall post a notice for at least seven (7) calendar days. The job posting will be at appropriate locations within the County Department. Such notice shall identify the unit and shift of the opening.

(b) When filling bargaining Unit positions, the County will consider applicant qualifications, which shall include seniority, competency, skills, experience, education, certifications, credentials and work history (e.g. attendance, performance, discipline, etc.). Nothing herein shall preclude the County from using an interview process.

(c) The Department will fill the vacancy with the most qualified applicant, the decision of which shall not be arbitrary and capricious.

(d) If two or more of the most qualified applicants are equally qualified, in the judgment of the Department, vacancies shall be filled in the following order:

(1) The registered nurse(s) with the most seniority in the unit where the vacancies exist

(2) The registered nurse(s) with the most Department seniority

(3) Registered nurse(s) in the County with the most seniority

(4) An external applicant

(e) The Department may fill a vacant position on a temporary basis not to exceed six (6) months unless extended.

(f) A task force composed of four (4) nurses selected by CNA and four (4) managers selected by management will be formed to review posting and awards to determine if such appointments were arbitrary. This task force will meet quarterly for six (6) months and will report the findings and recommend changes to CNA and management.

(g) For purposes of this article only, seniority for employees in this unit will be defined as hours worked without a separation from County service. Hours worked as a regular and per diem nurse will be counted as one (1) hour for one (1) hour. For example, a per diem nurse that has worked 2,080 hours for the County without a separation from County service will be considered to have 2,080 hours of seniority for purposes of this article.

JOB SHARING AND PART-TIME EMPLOYMENT

Nurses Unit

At the discretion of the appointing authority, an employee may be allowed to job share or to work on a part-time basis in a regular position. Job share is defined as two employees sharing one regular position. Part-time employment is defined as an employee working in a regular position that is scheduled for less than eighty (80) hours per pay period.

All fringe benefits for job sharing and part-time employees shall be pro-rated based on regularly scheduled hours except as may otherwise be provided in a specific article. For example, a nurse who is regularly scheduled twenty (20) hours per week is eligible for a maximum donation of five hundred and twenty (520) hours of Medical Emergency Leave.

An appointing authority may discontinue part-time or job share status with a written notice at least two (2) pay periods prior to the effective date of the change.

LEAVE PROVISIONS

Nurses Unit (unless otherwise expressly provided)

Section 1 – Sick Leave

(a) Definitions

(1) Sick Leave – Sick leave with pay is an insurance or protection provided by the County to be granted in circumstances of adversity to promote the health of the individual employee. It is not an earned right to time off from work. Sick leave is defined to mean the authorized absence from duty of an employee because of physical or mental illness, injury, pregnancy, confirmed exposure to a serious contagious disease, for a medical, optical, or dental appointment, or other purpose authorized herein.

(2) Immediate Family – Immediate family is defined as parent, child, spouse, or domestic partner as defined by California Family Code Section 297. As defined by the California Labor Code Section 233, "Child" means a biological, foster, or adopted child, a stepchild, a legal ward, a child of a domestic partner, or a child of a person standing in loco parentis. As defined by California Labor Code Section 233, "parent" means a biological, foster, or adoptive parent, a stepparent, or legal guardian.

(3) Extended Family – Extended family is defined as grandchild, grandparent, sibling, parent/sibling-in-law, aunt, uncle, niece, nephew, foster child, ward of the court, or any step relations as defined herein.

(b) Accumulation – Employees in regular positions shall accrue sick leave for each payroll period completed, prorated on the basis of 3.39 hours per pay period, except as provided in Section 5 of this Article. Earned sick leave shall be available for use the first day following the payroll period in which it is earned. Employees in regular positions paid less than eighty (80) hours per pay period or job-shared positions shall receive sick leave accumulation on a pro-rata basis. There shall be no limit on sick leave accumulation.

(c) Compensation – Approved sick leave with pay shall be compensated at the employee's base rate of pay, except as otherwise provided in this Agreement. The minimum charge against accumulated sick leave shall be fifteen (15) minutes.

(d) Administration

(1) Investigation – It shall be the responsibility and duty of each appointing authority to investigate each request for sick leave and to allow sick leave with pay where the application is determined to be proper and fitting, subject to approval of the Director of Human Resources or appointing authority (or their designees).

(2) Notice of Sickness – In twenty-four (24) hour departments and for employees whose work assignment requires leaving their assigned work site together with one or more other employees shortly after reporting to work (e.g., clinic staff), the appointing authority or designee should be notified at least two (2) hours prior to the start of the employee's scheduled tour of duty of a sickness on the first day of absence and must be notified at least one (1) hour prior to the start of the employee's scheduled tour of duty. In other departments, the appointing authority or designee must be notified within one-half (1/2) hour after the start of the employee's scheduled tour of duty of a sickness on the first day of absence.

It is the responsibility of the employee to keep the appointing authority informed as to continued absence beyond the first day for reasons due to sickness or occupational disability. Failure to make such notification shall result in denial of sick leave with pay. If the employee receives a doctor's off-work order and provides notice of same to the appointing authority, the employee is not required to contact the department daily. If the employee does not have an off-work order or has not notified the appointing authority that one has been issued, the employee shall be required to contact the department daily in accordance with the timeframe above.

(3) Review – The Director of Human Resources or appointing authority (or their designees) may review and determine the justification of any request for sick leave with pay and may, in the interest of the County, require a medical report by a doctor to support a claim for sick leave pay.

(4) Proof – A doctor's certificate or other adequate proof shall be provided by the employee in all cases of absence due to illness when requested by the appointing authority.

(5) Improper Use – Evidence substantiating the use of sick leave for willful injury, gross negligence, intemperance, trivial indispositions, instances of misrepresentation, or violation of the rules defined

herein will result in denial of sick leave with pay and shall be construed as grounds for disciplinary action including termination.

(e) Sick Leave for Other than Personal Illness/Injury

(1) Family Sick Leave – A maximum of one-half (1/2) of the employee's annual accrual of earned sick leave per calendar year may be used for attendance upon the members of the employee's immediate family who require the attention of the employee.

Upon approval of the appointing authority, the employee may use part of this annual allowance for attendance upon members of the employee's extended family residing in the employee's household who require the attention of the employee.

(2) Bereavement – A maximum of three (3) days earned sick leave may be used per occurrence for bereavement due to the death of persons in the immediate or extended family, as defined herein, or any relative who resided with the employee.

(3) Birth/Adoption – A maximum of forty (40) hours earned sick leave may be used per occurrence for arrival of an adoptive child at the employee's home. An employee (father) may utilize on an annual basis no more than forty (40) hours of accumulated sick leave per calendar year for the birth of his child.

(4) Medical, Optical or Dental Appointments – The employee may use sick leave for medical, dental or optical appointments; however, every effort should be made to schedule the appointments at a time of day that will minimize the employee's time off work.

(f) Return-to-Work Medical Clearance

(1) Under the following circumstances, all employees who have been off work due to an illness or injury will report to the San Bernardino County Center for Employee Health and Wellness for a medical evaluation of their condition and authorization to return to work before returning to work.

(i) Employees whose treating physician or other qualified medical provider has ordered job modification(s) as a condition for either continuing to work or for returning to work after an illness or injury. This applies to both occupational and non-occupational illness or injury.

(ii) Employees who have been off work due to communicable diseases such as, but not limited to, chicken pox and measles.

(iii) Employees who have been absent on account of a serious medical condition, when so directed by their appointing authority, and with concurrence of the San Bernardino County Center for Employee Health and Wellness.

(2) Employees are required to attend return-to-work medical appointments at the Center for Employee Health and Wellness on their own time; however, mileage for attending such appointments are eligible for reimbursement pursuant to the Expense Reimbursement Article.

(3) It is the responsibility of the employee, covered by (1) (i) - (iii) above, to obtain written notice from their medical provider of their authorization to return to work with or without job modification. To ensure all necessary and relevant medical information is provided, the County shall make available forms to be completed by the medical provider. It is the responsibility of the employee to provide verbal notice to their appointing authority immediately upon receipt of their medical provider's authorization to return to work, and no later than 24 hours after receipt of the notice. The appointing authority or designee

will schedule an appropriate medical evaluation for the employee with the Center for Employee Health and Wellness prior to the employee's return to work. The employee shall provide their medical provider's written notice of authorization to return to work to the Center for Employee Health and Wellness at or prior to the employee's scheduled appointment time.

(4) Exceptions to the above requirements may be made on a case-by-case basis by the Medical Director or designee for the Center for Employee Health and Wellness.

(5) The employee is obligated to attend the appointment as scheduled under the conditions outlined above. If the employee fails to adhere to the procedure, the employee is required to use sick leave or leave without pay for any work hours missed. If the employee has provided two (2) full business days advance notice to their appointing authority or designee of a medical appointment that may result in the employee's release to work and there is a delay between the employee's appointment with the Center for Employee Health and Wellness and the start of his/her scheduled tour of duty on the day that he/she was released to return to work, the County will pay for work hours missed, without charge to the employee's leave balances.

(6) The final decision on the employee's ability to return to work rests with the medical provider at the Center for Employee Health and Wellness. In the event the employee is not released to return to work by the medical provider at the Center for Employee Health and Wellness, the employee's status would continue on sick leave or, where there is no balance, leave without pay.

(g) Workers' Compensation

Employees shall receive full salary in lieu of Workers' Compensation benefits and paid sick leave for the first forty (40) hours following an occupational injury or illness, if authorized off work by order of an accepted physician under the Workers' Compensation sections of the California Labor Code. Thereafter, accumulated paid leave may be prorated to supplement such temporary disability compensation payments, provided that the total amount shall not exceed the regular gross salary of the employee.

(h) Separation – Unused sick leave shall not be payable upon separation of the employee, except as provided in paragraph (i).

Employees who receive a disability retirement due to permanent incapacity to work shall be entitled to one hundred percent (100%) cash payment of any unused sick leave balances, computed at their then current base hourly rate, if they elect an early retirement in lieu of exhausting such accrued sick leave balances. In no event shall any employee, except those receiving a disability retirement, receive compensation under this Section in excess of five hundred (500) hours pay computed at the then current base hourly rate of said employee.

(i) Perfect Attendance – Regular full-time employees who do not utilize any sick leave in pay periods 1 through 26 consecutively, (or 27 when applicable) and who do not record any sick leave without pay or absent without pay, Medical Emergency Leave, or Military Leave except to the extent as may be required by law, during those consecutive pay periods, shall be reimbursed up to a maximum of $299 for an annual individual (employee only) health club membership. The health club membership cost must be incurred and submitted for reimbursement within a reasonable period from when it was awarded. In lieu of the reimbursement, the employee has the option of utilizing sixteen (16) hours of perfect attendance leave, no cash-out provision, from the pay period the perfect attendance leave is credited to the employee's leave balances until the end of pay period 26 (or 27 when applicable). Failure to utilize perfect attendance leave by pay period 26 (or 27 when applicable) shall result in forfeiture of the same.

(j) Sick Leave Conversion Option – Employees who have used less than forty (40) hours of sick leave in a fiscal year (i.e., pay period 15 through pay period 14 of the following year) may, at the employee's option, convert sick leave to vacation leave by the following formula: Hours of sick leave used are subtracted from forty (40). Sixty percent (60%) of the remainder, or a portion thereof, may be added to vacation leave to be utilized in the same manner as other accrued vacation leave.

Sick Leave Hours Used	Hours to be Converted	Vacation
0	40	24.0
8	32	19.2
16	24	14.4
24	16	9.6
32	8	4.8
40	0	0.0

Section 2 – Bereavement Leave

Employees in regular positions may use up to two (2) days paid leave, not charged to the employee's personal leave balances, per occurrence for bereavement due to the death of the employee's immediate family as defined under Section 1(a)(2) of this Article .

Section 3 – Vacation Leave

Definition – Vacation is a right, earned as a condition of employment, to a leave of absence with pay for the recreation and well-being of the employee. If an employee has exhausted sick leave, vacation leave may be used for sick leave purposes upon a special request of the employee and with the approval of the appointing authority.

Accumulation – Nurses in regular positions shall accrue, on a pro-rata basis, vacation leave for completed pay periods. Except as provided in Section 5 of this Article, nurses in regular positions paid less than eighty (80) hours per pay period or job-shared positions shall receive vacation leave accumulation on a pro-rata basis; provided, however, that there shall be no prorating of the maximum accumulations.

For nurses, such vacation allowance shall be available for use on the first day following the pay period in which it is earned, provided an employee has completed 1,600 hours of continuous service from the employee's hire date.

Service Hours	Annual Vacation Allowance	Maximum Allowed Unused Balance
After 1,600 and through 8,320 service hours	80 hours	160 hours
Over 8,320 and through 18,720 service hours	120 hours	240 hours
Over 18,720 service hours	160 hours	320 hours

Administration

(1) Scheduling – Vacation periods should be taken annually, with the approval of the appointing authority, at such time as will not impair the work schedule or efficiency of the department but with consideration given to the well being of the employee. Approval for vacation requests shall not be unreasonably denied. No employee shall lose earned vacation leave time because of work urgency. If an employee has reached the maximum allowed unused balance and is unable to take vacation leave because of work urgency, the appointing authority will notify the Auditor/Controller of the situation and approve a waiver of the maximum allowed unused balance for a period not to exceed one (1) thirteen (13) pay period waiver per calendar year.

Written request for vacation leave shall receive a written response from the appointing authority within two (2) weeks of submission. In instances where a vacation leave request has received written, advance approval and is rescinded due to work urgency by the supervisor, that decision may be appealed to the Department Head/Group Administrator for an immediate review. In those instances where the direct supervisor is the Department Head/Group Administrator, the rescission due to work urgency may be appealed to the Director of Human Resources for immediate review. In those instances where a financial hardship would occur because pre-approval resulted in prepayment by the employee, a vacation would only be canceled under the most extreme work emergency.

(2) Minimum Charge – The minimum charge against accumulated vacation leave shall be fifteen (15) minutes. Vacation leave shall be compensated at the employee's base rate of pay, except as otherwise provided in this Agreement.

(3) Holiday During Vacation – When a fixed holiday falls within a vacation period, the holiday time shall not be charged against an employee's earned vacation benefits.

(4) Vacation Leave and Termination Date – Nurses not planning to return to County employment at the expiration of a vacation leave, except those retiring, shall be compensated in a lump sum payment for accrued vacation and shall not be carried on the payroll. Retiring nurses may elect to use vacation leave to enhance retirement benefits or to be compensated in a lump sum payment for accrued vacation leave, provided that each pay period the employee charges the number of hours in their regular scheduled tour of duty.

(5) Vacation Cash-Out – During the term of this MOU only, nurses who have used eighty (80) or more hours of vacation leave during the preceding calendar year may make an irrevocable election in December specifying the number of hours to be sold back from the next calendar year's Vacation Leave accrual. Such election must be made in increments of not less than eight (8) hours and shall not exceed sixty (60) hours. All hours pre-elected to be sold back that remain at the end of the calendar year will be automatically converted into cash at the employee's then current base rate of pay in the last pay period of the calendar year.

Prior Service – Nurses in regular positions who have been employed in a public jurisdiction in a comparable position or Per Diem Nurses who have been employed by the County of San Bernardino in a comparable position, may receive credit for up to four (4) years (full time equivalent) previous experience in the former agency(s) (or in the case of Per Diem Nurses with the County of San Bernardino) in determining their vacation accrual rate. Such determination as to the comparability of previous experience and amount of credit to be granted rests solely with the Director of Human Resources.

Section 4 – Holiday Leave

(a) Fixed Holidays – All employees in regular positions shall be entitled to the following holidays:

January 1st	November 11th
Third Monday in January	Thanksgiving Day
Third Monday in February	Day after Thanksgiving
Last Monday in May	December 24th
July 4th	December 25th
First Monday in September	December 31st
Second Monday in October	

(b) Floating Holidays – Employees in regular positions shall be entitled to accrue one floating holiday (eight (8) hours holiday time) during the first pay period prior to the third Monday in January, provided that the employee is not on unpaid leave for the entire pay period and is in a paid status on the payroll.

Floating holidays accrued shall be available for use on the first day following the pay period in which they are accrued, with the approval of the appointing authority. Appointing authorities have the right to schedule employees' time off for accrued holidays to meet the needs of the service but with consideration given to the well-being of the employee. Employees in regular positions budgeted less than eighty (80) hours per pay period or job-shared positions shall receive floating holiday accruals on a pro-rata basis.

(c) Eligibility for Holiday Pay – Except as provided in Section 5 of this Article, to receive holiday pay for a fixed holiday, the following conditions must be met during the pay period in which the fixed holiday fell.

(1) The employee must have been hired prior to or at the start of the pay period and not have separated prior to the end of the pay period in which such fixed holiday fell.

(2) The employee must be paid for at least one-half (1/2) of their regularly scheduled hours.

(3) The employee must have been on an approved leave of absence for any unpaid hours.

(4) The employee must have not had any unauthorized leave.

(d) Holiday During Vacation or Other Period of Paid Leave – When a fixed holiday falls within a vacation period or other period of paid leave, the holiday time shall not be charged against an employee's earned vacation benefits or other paid leave. In no instance shall an employee be permitted to use vacation, sick leave or other paid leave time on a fixed holiday that the employee is not scheduled to work in order to accrue the holiday leave.

(e) Working on a Holiday – Whenever an employee is required to work on a fixed holiday or the fixed holiday falls on an employee's regularly scheduled day off, the employee shall accrue, on an hour-for-hour basis, up to a total of eight (8) hours floating holiday time. At the request of the employee, and with approval of the appointing authority, straight time payment can be made in lieu of accrual provided such compensation is approved during the pay period in which it is worked.

(f) Weekend Holidays – When a fixed holiday falls on a Saturday, the previous Friday will be observed as the fixed holiday except that when the preceding Friday is also a fixed holiday, the preceding Thursday will be

observed as the fixed holiday. When a fixed holiday falls on a Sunday, the following Monday will be observed as the fixed holiday except that when the following Monday is also a fixed holiday, the following Tuesday will be observed as the fixed holiday.

For those County department operations which operate six (6) and seven (7) days per week facilities, fixed holidays which fall on either a Saturday or Sunday shall be observed on those days by employees of those operations scheduled to work.

(g) Holiday Time Accrual – Upon retirement or termination, employees shall be compensated for any unused accrued holiday time at the then current base rate equivalency unless the employee's position was abolished as a result of a layoff.

(h) Per Diem Nurses Holiday Pay – All employees covered in this unit shall be paid twice the base hourly rate for hours worked on the following holidays:

January 1st	Thanksgiving Day
Last Monday in May	Day after Thanksgiving
July 4th	December 24th
First Monday in September	December 25th
November 11th	December 31st

Holiday Hours for the purposes of these holidays will begin with the night shift the day before the holiday and end with the evening shift of the day of the holiday. Time worked on these holidays shall be considered as hours worked for the purposes of computing overtime.

Section 5 – Leave Accruals While on Disability Leave

Nurses receiving the benefits of workers' compensation or short-term disability insurance leave receive partial replacement of their income through these benefits. Nurses on these types of disability leaves may choose to fully integrate, partially integrate, or not integrate personal leave time with these disability payments.

The maximum amount the employee receives from integrating leave time with disability payments shall not exceed 100% of the employee's base salary. Paid personal leave time coded on the nurses' Time and Labor Report will be limited to the amount of leave necessary to integrate benefits to the level designated by the employee. When the exact amount is not known, a good faith estimate may be made and the amount will be adjusted later as necessary. If any overpayments are made, the employee will be required to repay that amount in accordance with the Payroll Adjustments Article. A nurse who knowingly receives payment in excess of his/her regular base salary is required to report it to their Departmental Payroll Specialist.

Nurses who are fully integrating accrued leave time with disability benefits shall be eligible to receive full accruals of vacation and sick leave. Nurses who are not fully integrating shall earn prorated vacation and sick leave accruals based upon paid leave time coded on the Time and Labor Report only.

Nurses who are fully integrating paid leave time with disability benefit(s) will be eligible for fixed holiday pay provided that they are on the payroll for the entire pay period and have no unapproved leave for the pay period. Nurses who are partially integrating or not integrating paid leave time with disability benefits will be paid for holidays in accordance with the holiday leave provisions in Section 4 of this Article.

Section 6 – Military Leave

As provided in the California Military and Veterans Code Section 395 et seq., and any amendment thereto, and the federal Uniformed Services Employment and Reemployment Rights Act of 1994, a County employee, regular, extra-help, per diem, or recurrent may be entitled to the following rights concerning military leave:

(a) Definition – Military leave is defined as the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training (weekend drills), full-time National Guard duty, and a period for which an employee is absent for the purpose of an examination to determine the fitness of the person to perform any such duty.

(b) Notice and Orders – All employees shall provide advance notice of military service unless military necessity prevents the giving of notice or the giving of notice is impossible or unreasonable. Where available, copy of military orders must accompany the request for leave.

(c) Temporary Active Duty – Any employee who is a member of the reserve corps of the Armed Forces, National Guard, or Naval Militia shall be entitled to temporary military leave of absence for the purpose of active military training, encampment, naval cruises, special exercises or like activities provided that the period of ordered duty does not exceed one hundred eighty (180) calendar days, including time involved in going to and returning from such duty. While on paid status, an employee on temporary military leave shall receive the same vacation, holiday, and sick leave, step advances and benefits that would have been enjoyed had the employee not been absent, providing such employee has been employed by the County for at least one (1) year immediately prior to the date such leave begins. In determining the one (1) year employment requirement, all time spent in recognized military service, active or temporary, shall be counted. An exception to the above is that an uncompleted probationary period must be completed upon return to the job. Any employee meeting the above one (1) year employment requirement shall be entitled to receive their regular salary or compensation, pursuant to Section (e) of this Article.

(d) Full-Time Active Duty – Employees who resign from their positions to serve in the Armed Forces for more than one hundred eighty (180) days, shall have a right to return to their former classification upon serving written notice to the appointing authority, no later than ninety (90) days after completion of such service. Returning employees are subject to a physical/psychological examination.

Should such employee's former classification have been abolished, then the employee shall be entitled to a classification of comparable functions, duties, and compensation if such classification exists, or to a comparable vacant position for which the employee is qualified.

The right to return to former classification shall include the right to be restored to such civil service status as the employee would have if the employee had not so resigned; and no other person shall acquire civil service status in the same position so as to deprive such employee of this right to restoration.

Eligible employees are also entitled to the reemployment and benefit rights as further described in the Uniformed Services and Employment and Reemployment Rights Act, 38 U.S.C. Sections 4301-4333. Specifically, a returning employee will receive restoration of hire date, salary step, vacation accrual rate, sick leave balance (unless the employee has received payment for unused sick leave in accordance with provisions contained herein), the retirement plan contribution rate and retirement system contributions (provided the employee complies with any requirements established by the Retirement Board). However, such employee will not have accrued vacation, sick leave, or other benefit while absent from County employment, except as provided in the temporary duty provision.

(e) Compensation – This provision does not include an employee's attendance for inactive duty, commonly referred to as weekend reserve meetings, muster duty or drills. Employees must use their own time to attend such meetings. Should the meetings unavoidably conflict with an employee's regular working hours,

the employee is required to use vacation or holiday leave, leave without pay, or make up the time. Employees who are called in for a medical examination to determine physical fitness for military duty must also use vacation leave, leave without pay, or make up the time. Employees cannot be required to use their accrued leave. Any employee meeting the requirements in (c) shall be entitled to receive their regular salary or compensation for the first thirty (30) calendar days of any such leave. Pay for such purposes shall not exceed thirty (30) days in any one fiscal year and shall be paid only for the employee's regularly scheduled workdays that fall within the thirty (30) calendar days.

Extension of Benefits – The County recognizes the increased requirements of the military due to the current threats facing the United States of America and, as such, has established a program under which employees may be eligible for an extension of benefits. Employees who are called to active duty as a result of the activation of military reservists beginning in September 2001, and who are eligible to receive the thirty (30) calendar day military leave compensation, and meet the requirements established by the Board shall receive the difference between their base County salary and their military salary starting on the 31st calendar day of military leave. The difference in salary shall continue for the period approved by the Board of Supervisors. During this period, the County will continue to provide the employee the benefits and all leave accruals as was provided prior to such active duty. Retirement contributions and credit will be granted if the employee had enough pay to cover the entire contribution. If the employee does not get enough pay to cover the retirement contribution, no contribution or credit will be given. Employees should note that the Accidental Death and Dismemberment (AD&D) plan contains a war exclusion.

If the employee becomes eligible for full County payment for the first thirty (30) days of military leave provided in (c) of this Article, the extended payments provided under this Section shall be suspended and shall be continued after the 30 days compensation has been completed.

No compensation shall be paid beyond the thirty (30) day leave period, unless such compensation is expressly approved by the Board of Supervisors. The County may unilaterally extend the benefits of this subsection upon the approval of the Board of Supervisors.

(f) Vacation and Military Leave – Employees shall not be permitted to take vacation or other accrued leave in lieu of the military leave provisions provided in Section (c) of the Article. Employees may elect to use accrued leave time, except sick leave, in lieu of the integrated pay in Section (f) of this Article under the following conditions:

(1) The employee must decline in writing the benefits of Section (f) of this Article prior to the due date of the Time and Labor Report (TLR). The employee must include the dates for which he/she is declining the benefit.

(2) The employee must use accrued leave time for the entire pay period (i.e., County pay will not be integrated with military pay for partial pay periods).

(3) Such written declination cannot be revoked or amended at a later date for a pay period for which the TLR has already been submitted.

(4) Benefits, leave accruals, and pay will be administered per normal procedures for vacation pay; no additional benefits otherwise granted under this Article will be available.

Employees may elect to use accrued leave time, except sick leave, once all paid benefits have been exhausted.

Section 7 – Political Leave

Any employee who is a declared candidate for public office (i.e. candidate who has filed the appropriate documents) shall have the right to a leave of absence without pay with or without right to return for a reasonable period to campaign for the election. Such leave is subject to the conditions governing special leaves of absence without pay under Section 8.

Section 8 – Special Leaves of Absence Without Pay

General Provisions

A special leave of absence without pay for a period not exceeding one (1) year, unless specified otherwise, may be granted to an employee who:

(1) Is medically incapacitated to perform the duties of the position.

(2) Desires to engage in a relevant course of study, which will enhance the employee's value to the County.

(3) Takes a leave of absence pursuant to the federal Family Medical Leave Act, the California Family Rights Act, and/or Pregnancy Disability Leave provision under the Fair Employment and Housing Act (FEHA).

(4) For any reason considered appropriate by the appointing authority and the Director of Human Resources.

Types of Leaves of Absence

There are four (4) types of leaves of absences. All requests must be in writing and require the approval of the appointing authority or designee and the Director of Human Resources or designee. Upon request, the appointing authority or designee and the Director of Human Resources or designee may grant successive leaves of absence. An employee who separates after a leave of absence shall be cashed out at the rate of pay in effect at the time the employee last received pay (i.e., actually worked or received paid leave). All benefits shall be administered in accordance with the appropriate Article of this Agreement.

(1) Leaves of Absence With Right to Return

Leaves of absence with right to return may be granted to employees in regular positions for a period not exceeding one (1) year. The employee remains in his/her position.

(2) Family Leave

Leaves of absence will be granted in accordance with the federal Family Medical Leave Act (FMLA), the California Family Rights Act (CFRA) and/or Pregnancy Disability Leave (PDL) provision under Fair Employment and Housing Act (FEHA). This leave can be concurrent with use of paid leave or leave of absence without pay with right to return.

An employee on an approved leave of absence without pay under this provision will continue to receive the benefits specified in Section 5 of the Medical and Dental Coverage Article of this Agreement. Certification from a health care provider is required for all instances of medical leave under this provision. Employees are required to inform supervisors of the need for leave at least thirty (30) days before commencement where possible.

In instances where the leave is for the birth or placement of a child and both husband and wife are County employees, both employees are limited to a total of twelve (12) weeks between them.

(3) Leaves of Absence Without Right to Return

(i) Definition – Leaves of absence without right to return may be granted to employees with regular status for a period not exceeding one (1) year. Employees without right to return shall be removed from their position. Retirement contributions shall remain in the system and cannot be requested for distribution until the expiration of the leave. The employee shall be eligible to purchase medical benefits pursuant to federal Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

(ii) Return Process – An employee may return to the same department in the classification from which the employee took the leave of absence with the approval of the appointing authority and the Director of Human Resources. Alternatively, the employee may apply through Human Resources by the last day of the leave of absence. The employee will be placed on the eligible list for the classification from which he/she took the leave of absence without examination. Placement on the eligible list will be administered in accordance with the requalification provisions of the Personnel Rules. If the employee does not return to a regular position within ninety (90) calendar days of the expiration of such a leave the employee shall be terminated from County service. If reemployed, the employee shall be required to serve a new probationary period. The Director of Human Resources or designee has the discretion to waive the requirement to serve a new probationary period.

(iii) Benefits Upon Return – An employee who returns to a regular position within ninety (90) days after the expiration of the leave of absence without right to return shall retain hire date for purposes of leave accruals and step advances; except that the employee will not receive service credit for the period of time the employee is on the leave of absence without right to return.

To be reemployed and retain the above benefits, the employee must be reappointed to a regular position no later than ninety (90) calendar days after the date of expiration of the leave of absence.

(4) Long-Term Medical Leave of Absence

(i) Definition – An employee with regular status who suffers from a serious health condition will be placed on a Medical Leave of Absence for up to one (1) year. However, if a nurse meets the years of service requirement for eligibility for a disability retirement, the Long-Term Medical Leave of Absence may be extended. Such Long-Term Medical Leave of Absence will be granted only after FMLA, CFRA and/or PDL and accrued sick leave have been exhausted. The employee is responsible for providing documentation from a qualified health practitioner prior to approval. The County retains the right to request medical documentation regarding the employee's continued incapacity to return to work.

The employee will be removed from his/her position so that the department may fill behind the employee. Retirement contributions shall remain in the system and cannot be requested for distribution until the expiration of the leave. The employee shall be eligible to purchase medical benefits pursuant to the federal Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

Upon the employee's ability to return to work or the expiration of the leave of absence, whichever comes first, the employee will have the right to return to the classification within the department from which he/she took a leave of absence when a funded vacancy for which the employee meets the qualifications is available. If the employee does not return to work by the expiration date of the leave, or the soonest date after that for which the department has a vacancy (but in no event later than ninety (90) days following the expiration of the Medical Leave of Absence), the employee relinquishes the right to return.

(ii) Upon return from a medical leave of absence, the employee shall retain hire date for purposes of leave accruals and step advances; except that the employee will not receive service credit for the period of time the employee is on the leave of absence.

Section 9 – Jury Duty Leave

Employees in regular positions who are ordered/summoned to serve jury duty including Federal Grand Jury duty shall be entitled to base pay for those hours of absence from work, provided the employee waives fees for service, other than mileage. Such employees will further be required to deliver a "Jury Duty Certification" form at the end of the required jury duty to verify such service. When practicable, the appointing authority will convert an employee's regular tour of duty to a day shift tour of duty during the period of jury duty. However, in no event will a registered nurse be required to go into overtime during jury duty leave, except in emergency situations. Employees required to serve on a jury must report to work before and after jury duty provided there is an opportunity for at least one (1) hour of actual work time. Further, a nurse shall be required to report to work on any day, during the period of jury service, that they are not required to report to jury duty For example, if an employee is scheduled to work on Friday but is not required to report to jury duty, the employee shall be required to report to work. (NOTE: This is a clarification only and does not change the application of this provision). Employees volunteering to serve on a Grand Jury shall be granted a leave of absence without pay to perform the duties of a member of the Grand Jury, in the same manner as provided in Section 7 of this Article.

Section 10 – Examination Time

Employees having regular status in regular positions at the time of application shall be entitled to a reasonable amount of time off with pay for the purpose of attending all examination processes required for selection to a different County position. Employees are responsible for notifying and obtaining approval from their immediate supervisor prior to taking such leave. Examination time off shall not be charged against any accumulated leave balances and shall be compensated at the employee's base hourly rate. An employee is not entitled to compensation for any examination process that occurs on a day that the employee is not scheduled to work. (Note: This is a clarification only and does not change the application of this language). Employees having probationary status, including those who have previously held regular status in another classification, are not entitled to examination time off with pay.

Section 11 – Witness Leave

Employees in regular positions shall be entitled to a leave of absence from work when subpoenaed to testify as a witness, such subpoena being properly issued by a court, agency, or commission legally empowered to subpoena witnesses. This benefit shall not apply in any case in which the subpoenaed employee is a party to the action or the subpoena has arisen out of the employee's scope of employment. Witness leave shall not be charged against any accumulated leave balances and shall be compensated at the employee's base hourly rate. This benefit will be paid only if the employee has demanded witness fees at the time of service of the subpoena, and such fees are turned over to the County.

Section 12 – Blood Donations

Employees in regular positions, who donate blood without receiving compensation for such donation, may have up to two (2) hours off with pay to recover, as necessary, provided the employee has received prior approval of the immediate supervisor to make the donation. This benefit shall not be charged to any accumulated leave; provided, however, if the employee is unable to work, any time in excess of two (2) hours may be charged to accumulated sick leave or be taken as leave without pay. Evidence of each donation must be presented to the appointing authority to receive this benefit.

Employees in regular positions who are apheresis donors may have up to four (4) hours off with pay to recover, as necessary, with prior approval of the immediate supervisor for each such donation, provided no

compensation is received for such donation. This benefit shall not be charged to any accumulated leave; provided, however, if the employee is unable to work any time in excess of four (4) hours may be charged to accumulated sick leave or be taken as leave without pay. Evidence of each apheresis donation must be presented to the appointing authority to receive this benefit.

Blood and apheresis donation and recovery time will not be pro-rated for job sharing and part-time employees.

Section 13 – Time Off for Voting

(a) If an employee does not have sufficient time outside of working hours to vote at a statewide election, the employee may, without loss of pay, take off enough working time that, when added to the voting time available outside of working hours, will enable the employee to vote.

(b) No more than two (2) hours of the time taken off for voting shall be without loss of pay. The time off for voting shall be only at the beginning or end of the regular working shift, whichever allows the most free time for voting and the least time off from the regular working shift, unless otherwise mutually agreed.

(c) If the employee on the third working day prior to the day of election knows or has reason to believe that time off will be necessary to be able to vote on Election Day, the employee shall give the employer at least two (2) working days' notice that time off for voting is desired, in accordance with this section.

Section 14 – Leave of Absence for Association Business

(a) Extended

(1) Upon at least thirty (30) calendar days advance written request from CNA and the nurse, one (1) Association-represented nurse per County department per year shall be granted an extended leave of absence without pay to engage in Association business. The duration of the extended leave of absence shall be specified at the time the nurse commences the leave, and no such leave shall be granted unless the written request specifies the duration of the leave. Such leaves of absence shall be for a period of not less than three (3) months. In no situation shall the leave of absence be granted for a period of more than three (3) years.

(2) During the leave of absence the nurse shall be in a "without pay and without benefits" status. During the term of the leave of absence, the County shall in no way be obligated to provide pay or benefits for the nurse. The granting of such leave is dependent on the patient care needs of the County; however, such request for leave shall not be unreasonably denied.

(3) Under no circumstance shall the County be required to return such nurse to active employment status with the County prior to the completion of the stated duration of the extended leave of absence. At least forty-five (45) calendar days prior to the completion of the stated term of the leave of absence, the Association shall notify the County of the nurse's intent to return to the County's employ and the nurse shall likewise so advise the County. Upon return, the nurse shall be returned to the same or similar position from which the nurse took the leave of absence, consistent with staffing reductions and/or layoffs which may have occurred during the period of the leave of absence without pay. The nurse shall be returned at the same step on the associated pay range without loss of seniority.

(b) Short-Term

Upon at least thirty (30) calendar days advance written request from CNA and the nurse, no more than five (5) nurses in the bargaining Unit may be granted a leave of absence without pay of less than three (3) months no more than two (2) times per year to engage in Association business. Of the five (5), no more than three (3) shall be from ARMC and no more than one (1) from Corrections or any other department. The duration of the extended leave of absence shall be specified at the time the nurse commences the leave, and no such leave shall be granted unless the written request specifies the duration of the leave. The granting of such leave is dependent on the patient care needs of the County; however, such requests for leave shall not be unreasonably denied.

LIFE INSURANCE

Nurses Unit

(a) The County agrees to pay the premium for a term life insurance policy for each employee based on scheduled work hours according to the table below. Life insurance will become effective on the first day of the pay period following the employee's first pay period in which the employee is paid for one half plus one of their scheduled hours. For example, an employee scheduled for eighty (80) hours must be paid for a minimum of forty-one (41) hours.

Bargaining Unit	Amount of Life Insurance	
	Scheduled Hours from 40 to 60	Scheduled Hours from 61 to 80
Nurses	$12,000	$25,000

(b) The County further agrees to make available to each employee a group term life insurance program wherein the employee may purchase, through payroll deductions, term life insurance in $10,000 increment amounts to a maximum benefit of $700,000. New employees shall become eligible to participate in these programs on the first day of the pay period following the employee's first pay period in which the employee is paid for one half plus one of their scheduled hours.

(c) The County agrees to provide these benefits subject to carrier requirements. Selection of the insurance provider(s) and the method of computing premiums shall be within the sole discretion of the County. Note: All persons eligible for the insurance programs will be covered for the insurance on the date the insurance becomes effective, or in the case where the employee is absent on the date the insurance becomes effective because of illness, the insurance will commence on the date of return to work.

LOW CENSUS

Nurses Unit and Per Diem Nurses Unit for Pediatrics Only

During the term of this contract, the County will not utilize the provisions of this article.
At the sole discretion of the County, regular nurses may be relieved from duty without pay at any time it is determined that the patient census is such that their services are not immediately necessary. No regular nurse will be called off or cancelled from her or his regularly assigned shift during the term of this Agreement if staffing ratios are not being satisfied.

(a) Before regular nurses are relieved from duty, the following must first occur:

(1) Any registry employee working in the unit will be relieved from duty.

(2) If deemed appropriate by Management, employees in the affected unit covered by this Agreement may then be assigned to "float" into other units.

(3) Employees in the Nurses and Per Diem Nurses unit covered by this Agreement working a non-regularly scheduled shift may then be relieved from duty.

(4) Employees in the unit covered by this Agreement working their regularly scheduled shift will then be polled to determine whether or not any of them wish to volunteer for relief from duty.

(5) Any extra-help, intermittent, or "Per Diem" employee working in the unit will be relieved from duty.

(6) The order of call off may be altered to retain a nurse whose skills and competencies are required for safe patient care.

(b) A regular nurse shall not be called off more than one shift per pay period, but may volunteer for call off more than one shift per pay period at the County's request.

(c) A regular nurse or per diem nurse who is not notified at least two hours prior to the beginning of a scheduled shift and who reports for work, will be worked and paid a minimum of four (4) hours. This minimum guarantee shall not apply if the County has contacted the nurse by telephone at least two hours prior to the beginning of the shift.

(d) A regular nurse who is called off or who volunteers for call off at the County's request and who chooses not to use paid vacation or holiday leave or accrued compensatory time off, shall have called off hours treated as Voluntary Time Off (VTO) consistent with the Voluntary Time off article.

MEAL AND BREAK PERIODS

Nurses Unit and Per Diem Nurses Unit

Meal periods are unpaid and nonworking time and shall not be less than one-half (1/2) hour, or greater than one (1) hour when scheduled. Every effort will be made to schedule such meal period during the middle of the shift when possible. If a regularly scheduled tour of duty does not include a duty-free meal period, appointing authorities shall allow nurses a maximum of twenty (20) minutes per shift to eat a meal. Such time shall be considered work time.

Nurses shall be entitled to break periods in accordance with the schedule contained herein. Break periods shall be scheduled in accordance with the requirements of the department, but in no instance shall break periods be scheduled within one (1) hour of the beginning or ending of a tour of duty or meal period, nor shall such time be cumulative or used to report to work late or leave early. Break periods shall be considered as time worked. Nurses required to work beyond their regular tour of duty shall be granted a ten (10) minute break period for each two (2) hours of such work. Break periods may not be divided so as to increase the total number of break periods taken. For example, a twenty (20) minute break period may not be divided by the employee into two break periods of ten (10) minutes duration.

Regularly Scheduled Tour of Duty	Number and Limit of Break Period
After 3 hours and through 6 hours	One – 15 Minute Break Period
After 6 hours and through 8 hours	Two – 15 Minute Break Periods
After 8 hours and through 10 hours	Two – 20 Minute Break Periods
After 10 hours	One – 25 Minute Break Period and One – 20 Minute Break Period

Meal and break relief shall be provided by charge nurses, assistant nurse managers, and/or nurse manager taking into consideration RN ratios, the number of nurses needing to be relieved, patient needs, etc.

In appropriate ARMC departments, the assigned Nurse Manager shall develop a plan to accommodate meal and break periods.

MEDICAL AND DENTAL COVERAGE

Nurses Unit

Section 1 – Medical and Dental Coverage

(a) All eligible employees scheduled to work forty (40) hours or more per pay period in a regular position must enroll in a medical and dental plan offered by the County. Employees who fail to elect medical and dental plan coverage will be automatically enrolled in the medical and dental plan with the lowest bi-weekly premium rates available in the geographical location of the employee's primary residence. Medical and dental plan coverage will become effective on the first day of the pay period following the first pay period in which the employee is scheduled for a minimum of forty (40) hours and receives pay for at least one-half plus one hour of those scheduled hours.

(b) To continue enrollment in County medical and dental plan coverage, an employee must remain in a regular position scheduled to work for a minimum of forty (40) hours per pay period and have received pay for at least one-half plus one hour of those scheduled hours, or be on approved leave for which continuation of medical and dental coverage is expressly provided under Section 5 of this Article, or be eligible for and have timely paid the premium for COBRA continuation coverage

(c) Eligible employees may elect to enroll their dependents upon initial eligibility for medical and dental insurance. Thereafter, newly eligible dependents may be enrolled within sixty (60) days of obtaining eligibility status, such as birth, adoption, marriage, or registration of domestic partnership.

(d) Dependent(s) must be removed mid-Plan Year when a dependent(s) becomes ineligible for coverage under the insurance plan eligibility rules, for example, divorce, over age dependent, or termination of domestic partnership.

(e) Enrollment elections must remain in effect for the remainder of the Plan Year unless an employee experiences a mid-year qualifying event.

(f) Notification of a mid-year qualifying event must be submitted to the Human Resources Employee Benefits and Services Division in accordance with procedures adopted by the County. Employees are responsible for notifying the County within sixty (60) days of any change in eligibility for the County's plans.

(g) Premiums for coverage will be automatically deducted from the employee's pay warrant. In specific circumstances, in the absence of sufficient earnings to cover the deduction for premiums, the employee may be given another payment option. Failure to pay premiums will result in loss of coverage for the employee and/or the dependents.

Section 2 – Opt-out and Waive

Employees eligible for medical and dental plan coverage who are also enrolled in comparable group medical and/or dental plan sponsored by another employer may elect to opt-out of County-sponsored medical and/or plan coverage (opt-out).

Employees eligible for medical and dental plan coverage who are covered by a spouse, domestic partner, or parent who is also employed with the County may elect to waive their County-sponsored medical and/or dental plan (waive).

To receive the opt-out or waive amounts of this Section the employee must be paid for a minimum of one-half plus one of his/her scheduled hours. For instance, an employee scheduled to work eighty (80) hours per pay period must be paid for a minimum of forty-one (41) hours during a pay period to receive the opt-out or waive amounts.

(a) Employees who are scheduled to work 61 to 80 hours per pay period and elect to opt-out of or waive County-sponsored medical plan coverage will receive forty dollars ($40.00) per pay period; employees who are scheduled for 40 to 60 hours and elect to opt-out of or waive County-sponsored medical plan coverage shall receive twenty dollars ($20.00) per pay period.

The rules and procedures for electing to opt-out or waive County-sponsored medical and dental plan coverage are established and administered by the Human Resources Employee Benefits and Services Division.

(1) Employees may elect to opt-out or waive County-sponsored medical and/or dental plan(s) within sixty (60) calendar days of the effective date of coverage of another employer-sponsored group plan. Proof of initial gain of other employer group coverage is required at the time the opt-out or waive is elected.

(2) Employees may elect to opt-out or waive County-sponsored medical and/or dental plan(s) during an annual open enrollment period. All employees who are newly opting-out during an open enrollment period must provide verification of other employer group coverage.

(3) Employees who voluntarily or involuntarily lose their other employer group medical and/or dental plan coverage must enroll in a County-sponsored medical and/or dental plan within sixty (60) calendar days. Enrollment in the County-sponsored medical and/or dental plan will be provided in accordance with the requirements of the applicable plan. If the employee elects not to enroll his/her eligible dependents, the dependents may only be added at a subsequent annual open enrollment period.

(4) There must be no break in the employee's medical and dental plan coverage between the termination date of the other employer group coverage and enrollment in a County-sponsored medical and dental plan. The retroactive enrollment period and premiums required to implement coverage are subject to the terms and conditions of the applicable plan. Failure to notify the County of loss of group coverage within sixty (60) calendar days will require the employee to pay his/her insurance premiums retroactively on an after-tax basis.

Section 3 – Medical Premium Subsidy

(a) The County has established a Medical Premium Subsidy (MPS) to offset the cost of medical plan premiums charged to eligible employees. The MPS shall be applied to medical insurance premiums only and shall not be applicable to dental insurance premiums. The applicable MPS amount shall be paid directly to the provider of the County-sponsored medical plan in which the eligible employee has enrolled. The MPS shall not be considered compensation earnable for purposes of calculating benefits or contributions for the San Bernardino County Employees' Retirement Association.

In no case, shall the MPS exceed the cost of the medical insurance premium for the coverage selected.

(b) Eligibility.
Employees in a regular position scheduled for a minimum of forty (40) hours per pay period, who are enrolled in a County-sponsored medical plan, are eligible to receive the MPS towards the cost of medical coverage. However, employees must be paid for at least one-half plus one hour of their scheduled hours in order to actually receive the MPS towards the cost of medical coverage. For instance, an employee scheduled to work eighty (80) hours per pay period must be paid at least forty-one (41) hours to be eligible to receive the MPS each pay period.

"Paid" hours for purposes of this Sub-section (b) shall include accrued paid leave time such as vacation, sick leave, and holidays. It shall not include disability payments such as Short-Term Disability and Workers' Compensation.

Effective the first full pay period following the Board of Supervisors' approval of this Agreement employees in the Nurses Unit shall receive MPS in the following amounts per pay period:

Coverage Type	Scheduled for 40 to 60 Hours	Scheduled for 61 to 80 Hours
Employee Only	$79.35	$158.70
Employee + 1	$160.77	$321.55
Employee + 2	$220.36	$440.72

Effective the first full pay period in the Benefit Plan Year 2016/17, MPS amounts for employees shall increase to the following amounts per pay period:

Coverage Type	Scheduled for 40 to 60 Hours	Scheduled for 61 to 80 Hours
Employee Only	$80.12	$160.23
Employee + 1	$166.81	$333.61
Employee + 2	$225.16	$450.32

Section 4 – Needles Medical Premium Subsidy

For employees assigned to work in the Needles, Trona, and Baker work locations, the County will establish a "Needles Subsidy." To be eligible for the Needles Subsidy the employee must be enrolled in a medical plan and receive MPS. The Needles Subsidy will be paid by the employee's Department and will be equal to the amount of the premium difference between the indemnity medical plan offered in these specific work locations and the lowest cost medical plan provided by the County. The applicable Subsidy amount shall be paid directly to the provider of the County-sponsored medical plan in which the eligible employee has enrolled. This Subsidy will be established each year when premiums change for the County-sponsored medical plans. The Subsidy will be discontinued when the lowest cost medical plan becomes available to the employees.

Section 5 - Eligibility for MPS While on Leave

FMLA/CFRA - Employees who are on approved leave, pursuant to applicable law and whose paid hours in a pay period are less than the required number of hours designated in Sub-section 3(b) above will continue to be enrolled in a County-sponsored medical plan and receive the MPS in accordance with applicable law.Medical Premium Subsidy for up to a total of six (6) pay periods in any rolling twelve (12) month period. For example, an employee who continues to receive County contributions towards health insurance for four (4) pay periods while on a non-occupational medical leave will be eligible for an additional two (2) pay periods for a subsequent non-occupational medical leave that occurs during the same rolling twelve month period. However, after the 6th pay period off work, the employee is no longer eligible for health and dental plan coverage. The employee will have the option of enrolling in COBRA continuation coverage.

An employee who does not otherwise meet the requirements for FMLA and/or CFRA (e.g., an employee who has not actually worked 1,250 hours during the applicable twelve (12) month rolling period) after the employee has received the MPS, shall not be eligible for continuation of the MPS in the subsequent year. For example, an employee who is off work continuously for two years, and has received the MPS for a total six (6) pay periods during his/her absence, shall not be eligible for the continuation of MPS in the next rolling year.

(a) Pregnancy Disability Leave (PDL) - An employee is eligible for continuation of MPS in accordance with applicable law.

(b) Workers' Compensation - Employees on an approved leave based on an approved workers' compensation claim shall receive the MPS for up to twenty (20) pay periods while off work due to that injury, provided the employee has been receiving MPS immediately prior to the leave of absence and as long as the employee pays his/her portion of the premiums on time. Should any subsequent workers' compensation claims occur during the initial twenty (20) pay periods, the remaining MPS eligibility from the original claim shall run concurrent with any additional approved workers' compensation claims that occur during the initial claim. For example, if the employee is receiving the MPS for twenty (20) pay periods for an injury and after ten (10) pay periods another workers' compensation claim is approved and the employee is eligible to receive the MPS for an additional twenty (20) pay periods, ten (10) pay periods will run concurrent with the initial claim, for a total of 30 pay periods.

(c) Short-Term Disability - Employees who are fully integrating paid leave time with either Short-Term Disability (STD) insurance provided by the County or State Disability Insurance (SDI) shall receive the MPS. "Fully integrating paid leave time" means that the total amount of the STD or SDI and the employee's paid hours (i.e., paid leave and/or regular time) equals 100% of the employee's pay.

MEDICAL EMERGENCY LEAVE

Nurses Unit

The particulars of this Medical Emergency Leave policy are as follows:

(a) The employee must have regular status with the County or one (1) year of continuous service in a regular position with the County.

(b) The employee must meet all of the following criteria before he or she becomes eligible for Medical Emergency Leave donation: (1) be on an approved medical leave of absence for at least thirty (30) consecutive calendar days (160 working hours) exclusive of an absence due to a work related injury/illness; (2) submit a doctor's off work order verifying the medical requirement to be off work for a minimum of thirty (30) calendar days (160 working hours); (3) have exhausted all useable leave balances prior to initial eligibility for Medical Emergency Leave donations – subsequent accruals will not affect eligibility; and (4) have also recorded at least forty (40) hours of sick leave without pay during the current period of disability.

(c) An employee is not eligible for Medical Emergency Leave if he or she is receiving Workers' Compensation benefits. An employee eligible for State Disability and/or Short-Term Disability must agree to integrate these benefits with Medical Emergency Leave.

(d) Vacation, holiday, administrative leave or annual leave, as well as compensatory time, may be donated by employees only on a voluntary and confidential basis, in increments of eight (8) hours (or in the case of holiday leave only four (4) hours) not to exceed a total of fifty percent (50%) of an employee's annual vacation, holiday, administrative leave, annual leave or compensatory time accrual per employee. The

donation may be made for a specific employee on the time frames established by the Human Resources Department. The employee (donee) using/coding the Medical Emergency Leave will be taxed accordingly.

(e) The donation is to be for the employee's Medical Emergency Leave only; the donation to one (1) employee is limited to a total of 1,040 hours per fiscal year.

(f) The definition of Medical Emergency Leave is an approved Leave of Absence due to a verifiable, long-term illness or injury, either physical or mental impairment of the employee. Medical Emergency Leave is not for use to care for a member of the employee's family. Job and/or personal stress (not the result of a diagnosed mental disorder) is specifically excluded for receipt by the employee of Medical Emergency Leave. A statement from the employee's treating physician, subject to review by the Center of Employee Health and Wellness or medical designee, is required. An employee shall be eligible to utilize and receive Medical Emergency Leave during the period they are on the approved long term leave of absence.

(g) The employee on an approved Medical Leave of Absence, who is receiving Medical Emergency Leave, can continue to earn benefit monies (i.e., MPS, Opt-out/Waive amounts) per the minimum paid hours (i.e., one-half plus one hours) per pay period requirement of the Medical and Dental Coverage Article, or the requirement of the Federal and State Family Leave Acts, as applicable to the individual employee.

(h) An employee using/coding leave under this program is not eligible for receipt of any accruals such as vacation, administrative leave, annual leave, sick leave or retirement credit.

(i) Medical Emergency Leave hours will count towards the accountable hours used to determine holiday leave eligibility.

(j) Donor hours shall be contributed at the donor's hourly base salary rate and be converted to the donee's hourly base salary, exclusive in both instances of overtime, differentials and the like as the singular purpose of this program is to provide financial assistance.

(k) Any donated time unused by the employee for the medical emergency shall remain in the donee's accruals or shall be returned to the donor employee(s) as follows:

(1) Employees who resign while on Medical Emergency Leave shall be paid at one hundred percent (100%) of their base hourly rate of pay for all unused Medical Emergency Leave up to 176 hours at time of resignation in accordance with payroll procedures established by the County Auditor/Controller. In the case of employees who die while on Medical Emergency Leave, the beneficiary designated on the Beneficiary Designation For Last Warrant form on file with ATC shall be paid at one hundred percent (100%) of the deceased employee's base hourly rate of pay for all unused Medical Emergency Leave up to 176 hours at the time of employee's death in accordance with payroll procedures established by the County Auditor/Controller. Any unused Medical Emergency Leave in excess of 176 hours shall be returned to the donor(s), in accordance with procedures established by the County.

(2) An employee on Medical Emergency Leave who has received the approval of his/her physician and the Center for Employee Health and Wellness to return to full time work shall be eligible to retain up to 176 hours unused Medical Emergency Leave. Such hours shall only be used for the same purpose and in the same manner as Sick Leave and in accordance with the applicable Sick Leave provision of the Agreement, however, such hours shall not be eligible for conversion (e.g., cash-out). Any unused Medical Emergency Leave in excess of 176 hours shall be returned to the donor(s) in accordance with procedures established by the County.

(3) An employee on Medical Emergency Leave who has received the approval of his/her physician and the Center for Employee Health and Wellness to return to work on a part-time basis (less than the

employee's normally scheduled hours of work per pay period) may code MEL for those hours the employee was restricted from working. The combined total of work time and Medical Emergency Leave coded may not exceed each pay period the lesser of eighty (80) hours or the employee's normally scheduled hours of work. However, should the employee accrue sick leave while working part-time on Medical Emergency Leave, the employee is required to use those sick leave accruals before utilizing Medical Emergency Leave hours, (i.e., Medical Emergency Leave hours may not be used in place of accrued sick leave).

(l) The donation shall be administered on a specific basis where so designated with instances charged to the Medical Emergency Leave donation for the actual administrative costs.

(m) Solicitation of donors shall be regulated by the Human Resources Department, names of donors are to be confidential, the privacy rights of the donee upheld per legal requirements.

All donors and donee shall sign release forms designed, retained and effected by the Human Resources Department.

MERIT ADVANCEMENTS

Nurses Unit

Section 1 - General

Employees receiving an overall rating on their evaluation of "Meets Job Standards" or "Exceeds Job Standards" shall receive merit advancements within their base salary range, as provided below and in the Salary Rates and Step Advancements Article.

Section 2 – Probationary Employees and Other Employees Without Regular Status

(a) Upon initial appointment to a job classification, the employee may receive a merit advancement following 1,040 service hours (except per diem and rehired nurses as provided for in the "Salary Rates and Step Advancements" Article) provided the employee receives a probationary progress report with an overall rating of at least "Meets Job Standards" within two (2) pay periods of the employee's step advance eligibility date.

(b) Probationary employees and other employees without regular status may receive subsequent merit advancements following 2,080 service hours at the new step, provided that the employee receives an evaluation with an overall rating of at least "Meets Job Standards" within six (6) pay periods of the employee's step advance eligibility date.

(c) In cases where no Work Performance Evaluation is filed by the nurse's step due date, a nurse should contact the department Payroll Specialist or Office Specialist, as appropriate, who shall contact the immediate supervisor to complete the Work Performance Evaluation within fifteen (15) working days. If the evaluation is not completed within this time frame, the nurse shall submit a written request to the department Human Resources Officer to direct the completion of the evaluation. If the Work Performance Evaluation is not completed within thirty (30) days, the nurse shall be granted the merit step increase retroactive to the original step advance eligibility date.

(d) If the employee receives an overall rating of "Below Job Standards" or "Unsatisfactory," the step will not be granted until the pay period in which the employee receives an overall evaluation of at least "Meets Job Standards."

Section 3 – Regular Employees (Except those who may be eligible for longevity steps.)

(a) Regular employees shall be evaluated within six (6) pay periods prior to the step advance eligibility date. If the employee receives an evaluation with an overall rating of at least "Meets Job Standards," the employee shall receive the step advance on their step advance eligibility date.

(b) If the employee receives an evaluation after the step advance eligibility date and the overall rating is at least "Meets Job Standards," the employee shall receive the merit advancement retroactive to the original step advance eligibility date.

(c) If the employee receives an evaluation with an overall rating of "Below Job Standards" or "Unsatisfactory," the step advance may be denied or suspended as follows:

(1) If the supervisor had given the employee written notice of inadequate work performance at least three (3) pay periods prior to the employee's receipt of the Work Performance Evaluation and the employee received an overall rating of "Below Job Standards" or "Unsatisfactory," the employee's merit advancement shall be denied.

(2) If the supervisor had not given the employee such notice, the merit advancement shall be held in abeyance. In this case, the supervisor must re-evaluate the employee after three (3) pay periods following the original evaluation. If the new evaluation indicates the employee is "Below Job Standards" or "Unsatisfactory," the step shall be denied. If the new evaluation indicates the employee is "Meeting" or "Exceeding Job Standards," the step shall be granted, retroactive to the original advance eligibility date. If the employee is not re-evaluated by the end of the fourth (4th) complete pay period following the original "Below Job Standards" (or "Unsatisfactory") evaluation, the employee shall be deemed to be meeting job standards and shall be granted the merit advancement retroactive to the original step advance eligibility date.

(d) In cases where no Work Performance Evaluation is filed by the nurse's step due date, a nurse should contact the department Payroll Specialist or Office Specialist, as appropriate, who shall contact the immediate supervisor to complete the Work Performance Evaluation within fifteen (15) working days. If the evaluation is not completed within this time frame, the nurse shall submit a written request to the department Human Resources Officer to direct the completion of the evaluation. If the Work Performance Evaluation is not completed within thirty (30) days, the nurse shall be granted the merit step increase retroactive to the original step advance eligibility date.

Section 4 – Denied Steps

If an employee's step is denied, the employee may be re-evaluated after three (3) or more pay periods after receiving a "Below Job Standards" (or "Unsatisfactory") evaluation. Upon receiving a "Meets Standards" evaluation (or better), the employee shall be granted the merit advancement, effective at the beginning of the pay period in which said evaluation was administered.

Section 5 – Longevity Steps

An employee eligible for longevity steps (e.g., Steps 13, 14, or 15), is eligible to receive the longevity step upon completion of the required service hours (e.g., 15 years x 2,080 service hours = 31,200 service hours) provided, however, that the employee has received at least a "Meets Standards" Work Performance Evaluation in the prior twelve (12) months.

Section 6 – Disputes

An employee with regular status may appeal the content of a Work Performance Evaluation with an overall rating of "Below Job Standards" or "Unsatisfactory" in accordance with the appeal procedure in the Personnel Rules.

NON-DISCRIMINATION

Nurses Unit and Per Diem Nurses Unit

(a) Neither the County nor the Association shall discriminate against any nurse on account of race, sex, age, creed, color, national origin or political affiliation, sexual orientation or other basis in violation of applicable federal, state or local law. The County and the Association also agree that they shall comply with their obligations under the Americans with Disabilities Act (ADA) and the California Fair Employment and Housing Act (FEHA).

(b) The parties agree that the County is required to make reasonable accommodations for certain qualified disabled individuals in order to comply with the ADA and the FEHA, and that actions taken by the County in an attempt to comply with the ADA and the FEHA shall not constitute a violation of this Agreement; provided the actions of the County are in accordance with the law.

(c) The parties recognize the right of employees covered by this Memorandum of Understanding to join and participate in the activities of the Association and to otherwise exercise their rights guaranteed under the MMBA and the County Employee Relations Ordinance. The parties further recognize that employees shall have the right to refuse to become a member or participate in the activities of the Association. Employees shall not be discriminated against, intimidated, restrained, or coerced in the exercise of rights mentioned or referred to in this Section.

NURSE ASSIGNMENT

Nurses Unit and Per Diem Nurses Unit

Reassignments and transfers shall not be used in a punitive or arbitrary manner.

NURSE REPRESENTATIVES

Nurses Unit and Per Diem Nurses Unit

(a) Role of Nurse Representatives – The nurse representatives shall be appointed by CNA to handle grievances, to ascertain that the terms and conditions of the contract are observed, to inform nurses of their rights and responsibilities under the Agreement and to provide information about the activities of CNA.

(b) Representation Activities During Work Hours – Registered nurses designated by CNA as nurse representatives of the Association shall be allowed a reasonable amount of time to conduct representational duties during the regular working hours of the nurse representative as follows:

(1) To represent an employee, upon the employee's request, in an investigatory interview which the employee reasonably believes may result in disciplinary action;

(2) To attend grievance meetings as provided for in the Grievance Procedure;

(3) To represent an employee in a Skelly meeting;

(4) To attend arbitration hearings as the representative of the bargaining unit; or

(5) To attend other meetings at the request of the County.

Except as otherwise agreed, one (1) nurse representative shall be provided paid release time to conduct representation activities as specified in this paragraph.

(c) Scheduling of Representation Activities – Nurse representatives, grievants or appellants in Civil Service matters shall not receive pay or overtime for attendance at hearings and meetings conducted outside of their work hours. Meetings and other representation activities shall be scheduled so as to minimize staffing shortages, and other disruption and interference with work activities.

(d) Identification of Nurse Representatives – The nurse representative who will be handling a particular matter on behalf of the Association shall be identified to the County as soon as possible following the initiation of a written grievance, request for representation in a disciplinary proceeding, or scheduling of the grievance arbitration hearing. CNA shall provide the County with the names of the nurse representatives, including any changes in representatives. Such employees may function as nurse representatives upon notification by CNA to the County.

NURSING PROCESS STANDARDS/RN RATIOS

Nurses Unit and Per Diem Nurses Unit

(a) No nurse shall be required to practice in a manner which:

(1) Jeopardizes a patient's health or safety.

(2) Exceeds limits of registered nurse licensure as defined by the Nurse Practice Act.

(3) Is outside Title 22 section on Planning and Implementing Patient Care and Title 16.

If a nurse believes that circumstances are present which may jeopardize a patient's health or safety, the nurse must attempt to resolve the issue with their immediate supervisor. If the matter is not resolved at this level, the matter may be brought to the Professional Practice Committee (PPC).

(b) The Nurse Process Standards will be included in nursing orientation and the Nursing Policy and Procedure Manual.

The County acknowledges and complies with state legislation and regulation concerning patient needs staffing/RN Ratios.

Dispute Resolution

The County and CNA agree that the process contained herein shall be the exclusive means of resolving all disputes pertaining to the Nursing Process Standards/RN Ratios article appealed by the Professional Practice Committee.

(a) Nursing Staffing Review Panel (NSRP)

A Nursing Staffing Review Panel (NSRP) shall be convened within thirty calendar days following written notification from the PPC that a staffing ratio and acuity pattern has not been resolved through the Professional Practice Committee.

(1) The NSRP shall be comprised of a chair appointed or assumed by the Associate Hospital Administrator – Patient Services, two (2) RNs selected by the County, and two (2) RNs selected by the PPC with at least one taken from the affected work area.

(2) Bargaining unit members on the NSRP shall receive paid time for all time spent on the panel.

(3) The Panel shall make staffing adjustment recommendations to the Associate Hospital Administrator – Patient Services, based on compliance with state ratios. The Associate Hospital Administrator – Patient Services shall, within thirty days of receiving the Panel's recommendations, provide her/his response to the PPC.

(4) In the event the Associate Hospital Administrator – Patient Services' action does not resolve the matter the PPC may appeal the decision in writing to the Associate Hospital Administrator – Patient Services. Within thirty (30) calendar days of receiving the appeal, the Associate Hospital Administrator – Patient Services shall convene a Special Review Panel in accordance with the provisions of Section 2, below.

(b) Special Review Panel (SRP)

(1) The SRP shall consist of three members, one RN selected by CNA, one RN selected by the Associate Hospital Administrator – Patient Services or her/his designee, and a third person selected by the other two panel members to serve as a neutral mediator/chairperson. The parties will make a good faith effort to select a mediator/chairperson who is experienced in the healthcare industry and with expertise in staffing in acute care hospitals. If they are unable to find such a person, they shall select am arbitrator to serve as a mediator/chairperson. Nothing shall preclude the CNA and County panel members from bringing other individuals to assist.

(2) Any resolution of the SRP recommended to the Associate Hospital Administrator – Patient Services, including any recommendations by the mediator/chairperson, must take into consideration work area staffing ratio and acuity standards, and any other relevant information presented by the parties, and must be consistent with state and federal legislation prescribing levels and ratios. The SRP – including the mediator/chairperson – shall have no jurisdiction to fashion any remedy that imposes an obligation that exceeds, or is inconsistent with, the requirements of Title 22 or any other state or federal law. The Associate Hospital Administrator – Patient Services shall, within thirty days of receiving the SRP's recommendations, accept or reject the recommendations.

(3) In the event the Associate Hospital Administrator – Patient Services' action does not resolve the matter, CNA may appeal the decision in writing to arbitration pursuant to the Arbitration article.

The County will provide a dedicated Rapid Response Intensive Care trained nurse Monday through Friday from 7:00 p.m. to 7:00 a.m.; on weekends from 7:00 p.m. on Friday to 7:00 a.m. on Monday; and on holidays from 7:00 p.m. the day before the holiday to 7:00 a.m. the day after the holiday.

Three (3) FTE's will be dedicated to Rapid Response.

OVERTIME

Nurses Unit

(a) Policy – It is the policy of the County to discourage overtime except when necessitated by abnormal or unanticipated workload situations as defined below. It is the responsibility of the appointing authority to arrange for the accomplishment of workload under their jurisdiction within a reasonable period of time.

(b) Definition – Overtime shall be defined as all hours actually worked in excess of eighty (80) hours during a pay period. For purposes of overtime, paid leave time shall be considered as time actually worked; provided; however, time spent attending conferences, seminars and training programs shall not be considered as time actually worked.

This sub-section (b) shall be amended following the completion of the County and CNA's meet and confer process as provided in the Overtime Side Letter agreement.

Overtime shall be reported in increments of full fifteen (15) minutes and is non-cumulative and non-payable when incurred in units of less than fifteen (15) minutes. Overtime shall not affect leave accruals (i.e., nurses do not accrue leave during overtime hours worked).

(c) Overtime Compensation

(1) Nurses assigned to Public Health, the hospital, mental or correctional institutions shall be compensated for time worked in excess of their regularly scheduled tour of duty or eighty (80) hours per pay period at premium rates, i.e., one and one-half (1-1/2) times the employee's base hourly rate. Further, such employees shall be compensated for time worked in excess of four (4) hours over and above their regularly scheduled tour of duty at double time rates, i.e., two (2) times the employee's base hourly rate.

In lieu of cash payment and upon mutual agreement of the appointing authority and the employee, an employee may accrue compensating time off at premium hours. Cash payment at the employee's base rate of pay shall automatically be paid for any compensating time off accumulated in excess of eighty (80) hours, or immediately prior to said employee being promoted.

(2) Any other nurse authorized by the appointing authority or authorized representative to work overtime shall be compensated at straight time compensating time off. Cash payment at the employee's base rate of pay shall automatically be paid for any compensating time off accumulated in excess of eighty (80) hours, or immediately prior to promotion, demotion or termination of employment. Payment for overtime compensation shall be made on the first payday following the pay period in which such overtime is payable, unless overtime compensation cannot be computed until some later date, in which case overtime compensation will be paid on the next regular payday after such computation can be made.

(d) Variable Work Schedule – The appointing authority shall have the right to direct an employee to take such time off as is necessary to insure that an employee's actual time worked does not exceed eighty (80) hours within any given work period.

(e) There shall be no mandatory overtime except in the following cases:

(1) During a state of emergency declared by federal, state or local authorities.

(2) During a catastrophe constituting a medical emergency and/or safety and security concerns.

(3) An event requiring immediate intervention and care that is due to an unforeseen or unpredictable circumstances which could not reasonably have been predicted.

(4) In a manner consistent with existing practice (Sheriff and Probation only).

The County must demonstrate that prompt efforts were made to maintain required staffing levels prior to instituting mandatory overtime. The County will track by shift, unit, and day any mandatory overtime and will present a usage report to the PPC for recommendations.

Per Diem Nurses Unit

(a) Policy – It is the policy of the County to discourage overtime except when necessitated by abnormal or unanticipated workload situations as defined below. It is the responsibility of the appointing authority to arrange for the accomplishment of workload under their jurisdiction within a reasonable period of time.

(b) Definition – Overtime shall be defined as all hours actually worked in excess of forty (40) hours during a work week or in excess of twelve (12) hours per day.

Overtime shall be reported in increments of full fifteen (15) minutes and is non-cumulative and non-payable when incurred in units of less than fifteen (15) minutes.

(c) Overtime Compensation

Nurses assigned to Public Health, the hospital, mental or correctional institutions shall be compensated for time worked in excess of forty hours per work week and in excess of twelve (12) hours per day at premium rates, i.e., one and one-half (1-1/2) times the employee's base hourly rate. In lieu of cash payment and upon mutual agreement of the appointing authority and the employee, an employee may accrue compensating time off at premium hours, up to forty (40) hours. The purpose of such compensating time off shall be to offset the impact on an employee during pay periods which the employee has limited availability for shifts which the employee would have normally been available and/or scheduled to work. Cash payment at the employee's base rate of pay shall automatically be paid for any compensating time off accumulated in excess of forty (40) hours, or immediately prior to said employee separating County employment, transferring to different bargaining unit, or being promoted. Utilization of accrued compensatory time off shall be subject to the approval of the appointing authority and must be requested a minimum of two (2) weeks prior to the establishment of the schedule. In addition, compensating time off shall not be considered hours worked for purposes of overtime. An employee who has received the approval of his/her appointing authority to code compensatory time off may record a combined total of work time and compensatory time off not to exceed each pay period the hours the employee would have normally been scheduled and/or available to work.

(d) There shall be no mandatory overtime except in the following cases:

(1) During a state of emergency declared by federal, state or local authorities.

(2) During a catastrophe constituting a medical emergency and/or safety and security concerns.

(3) An event requiring immediate intervention and care that is due to an unforeseen or unpredictable circumstance which could not reasonably have been predicted.

(4) In a manner consistent with existing practice (Sheriff and Probation only).

The County must demonstrate that prompt efforts were made to maintain required staffing levels prior to instituting mandatory overtime. The County will track by shift, unit, and day any mandatory overtime and will present a usage report to the PPC for recommendations.

PATIENT CARE TECHNOLOGY

Nurses Unit and Per Diem Nurses Unit

It is intended that technology shall be consistent with the provision of safe, therapeutic and effective patient care, which promotes patient safety.

Use of technology is not intended to limit the Registered Nurses in the performance of functions that are part of the Nursing Process, including full exercise of clinical judgment in assessment, evaluation, planning and implementation of care, nor from acting as patient advocate.

Technology is intended to provide information and options for clinical decision-making. Nurses will maintain accountability for actual clinical decision-making, including incorporating individualized patient needs, as appropriate.

When the County considers introducing any new technology and/or changes to current technology or equipment that impacts the delivery of nursing care the County shall bring such new technology and/or change and/or modification to current technology or equipment to the Professional Practice Committee who shall have the opportunity to constructively consider and make recommendations based on the input of the end-point users.

PATIENT CLASSIFICATION COMMITTEE

Nurses Unit and Per Diem Nurses Unit

(a) The committee shall be constituted in accordance with Title 22. CNA will select five (5) direct care registered nurses on the Patient Classification Committee. Committee members will be compensated for time spent in committee meetings.

(b) ARMC shall develop and document a process by which all interested staff may provide input concerning the Patient Classification System, the systems required revisions, and the overall staffing plan, and will be presented to the Patient Classification Committee.

(c) If the review by the Patient Classification Committee reveals that adjustments are necessary in the Patient Classification System in order to assure accuracy in measuring patient care needs, such adjustments must be implemented within thirty (30) days of that determination.

(d) The nursing administrator will present the results of the review to the Professional Practice Committee.

PATIENT CLASSIFICATION SYSTEM

Nurses Unit and Per Diem Nurses Unit

(a) The acute hospital shall have a staffing system based on assessment of patient needs in conformance with Title 22. The hospital agrees to conform its staffing system to any future changes adopted by any applicable regulatory body during the terms of this Agreement.

(b) The Patient Classification System in accordance with Title 22 shall be a method of determining staffing requirements for each patient, unit and each shift as appropriate that reflects the determination made by the licensed nurse who is responsible for the patient.

(c) The Patient Classification System with full information explaining the system will be available on each nursing unit and a copy will be provided to the Professional Practice Committee upon request.

PAY PERIOD

Nurses Unit and Per Diem Nurses Unit

A pay period shall be comprised of fourteen (14) calendar days. The first pay period under this Agreement shall commence at 12:01 a.m. May 2, 2015, and shall end at 12:00 a.m. (midnight) on the second Friday thereafter. Each subsequent fourteen (14) day period shall commence on the succeeding Saturday at 12:01 a.m. and shall end at midnight on the second Friday thereafter. The work week may be adjusted in accordance with FLSA requirements, as applicable. Paychecks shall be issued on the second Wednesday following the end of the preceding pay period, provided that the Auditor/Controller may issue paychecks at an earlier date if possible.

PAYROLL ADJUSTMENTS

Nurses Unit and Per Diem Nurses Unit

In situations involving overpayment to an employee by the County, said employee shall be obliged to repay by payroll recovery the amount of overpayment within the time frame the overpayment was received by the employee. The Auditor/Controller's Office or Human Resources, when applicable, shall provide documentation showing the calculations of the overpayment to the employee. Extensions to the period for repayment of the overage may be requested by the employee, subject to the approval of the County's Auditor-Controller. Extensions will be approved only in the case of extreme hardship, and the extended period for repayment will not be longer than one and one-half times as long as the overpayment period. If the employee leaves employment prior to repayment of overage, the Auditor-Controller's Office shall recover the amount owed from the employee's final pay. If the amount owed is greater than the employee's final pay, the Auditor-Controller shall initiate the collections process against the employee.

In situations involving underpayment to an employee by the County, the employee shall receive the balance due within the next pay period for which the adjustment can be made, following timely submission of appropriate documentation to the Auditor/Controller's Office, including necessary approval of the appointing authority and the Director of Human Resources.

In those situations where the employee has been underpaid by seven and one-half percent (7-1/2%) or more of their base pay in the immediately preceding pay period, through no fault of their own, the employee may request an on-demand warrant to correct the error. The department payroll section shall complete the request for payroll adjustment and forward it and any necessary approval of the appointing authority to the Auditor/ Controller within one (1) working day of receipt of the employee's request. The Auditor/Controller's Office shall pay the employee the amount due within two (2) working days of receipt of the request for payroll adjustment from the department. For this Section, base pay shall be determined by multiplying the employee's base rate of pay by the number or hours in their usual work schedule.

The Director of Human Resources or designee must authorize payroll adjustments to correct any payroll error or omission for instances arising more than thirteen (13) pay periods prior to the request for payroll adjustment.

PER DIEM NURSES BENEFITS

Section 1 – Medical Plan Coverage

Employees in the Per Diem Nurses Unit who meet the eligibility requirements below may enroll in medical plan coverage under the County sponsored Bronze plan. Per Diem medical coverage is limited to the County's Bronze Plan and enrollment in the plan is voluntary and at the employee's own expense.

(a) Eligibility. Per Diem nurses regularly working full-time (e.g. currently working an average minimum of thirty hours per week) as defined in the Patient Protection and Affordable Care Act (PPACA) are eligible to enroll in medical plan coverage in one of the following circumstances:

1. Upon hire of a Per Diem Nurse into a position in the Per Diem Nurses Unit to regularly and on an ongoing basis work an average of at least thirty (30) hours or more per week as certified by the department.
2. Upon certification from a Per Diem Nurse's department that the Per Diem Nurse will increase the number of hours worked per week on a regular and ongoing basis to at least an average of thirty (30) hours or more.
3. Upon verification that a Per Diem Nurse worked an average of thirty (30) hours per week (1,560 hours annually) during the previous year's measurement period (e.g. pay period 11 through pay period 10).

(b) Enrollment. Within sixty (60) days of becoming eligible, employees must make an election to enroll in or decline coverage in a method determined by the Human Resources Department Employee Benefits and Services Division. Once enrolled, an employee will remain eligible for the remainder of the plan year provided the employee continues to pay premiums timely.

(c) Continuation of coverage during periods of absence. Employees on approved leave pursuant to applicable law may also continue enrollment as long as premiums are paid timely.

(d) Dependents. Eligible employees may elect to enroll their dependents upon initial eligibility for medical coverage. Notification of a dependent losing eligibility and all other mid-year qualifying events must be submitted to the Human Resources Employee Benefits and Services Division in accordance with procedures adopted by the County.

(e) Payment of premiums. Premiums will be automatically deducted from the employee's pay warrant, or in the absence of sufficient earnings to cover the premium, the employee will be offered the option to pay by another method. Failure to pay medical premiums within two pay periods will result in loss of coverage for the employee and/or enrolled dependents. An employee who loses coverage due to non-payment will be offered COBRA Continuation Coverage and will not be eligible to re-enroll in active medical coverage until the annual Open Enrollment period provided the employee meets all other eligibility requirements.

(f) Section 125 Premium Conversion Plan. Eligible employees shall be provided with a Section 125 Premium Conversion Plan. The purpose of the Plan is to provide employees a choice between paying premiums with either pre-tax salary reductions or after-tax payroll deductions for medical insurance. The amount of the pre-tax salary reduction or after-tax payroll deduction must be equal to the required insurance premium.

Section 2 – Dependent Care Assistance Plan

(a) The purpose of the Section 125 Dependent Care Assistance Plan (DCAP) is to permit eligible Per Diem Nurses to make an election to pay for certain dependent care expenses with salary reduction from compensation contributed to the Plan before federal income tax is paid to the Internal Revenue Service ("Salary Reduction") in accordance with Sections 125 and 129 of the Internal Revenue Code (IRC) of

1986 and regulations issued pursuant thereto. DCAP shall be construed to comply with said Code Sections and to meet the requirements of any other applicable provisions of law.

(b) DCAP will be administered by the County's Human Resources Employee Benefits & Services Division consistent with said IRC Sections and the County's Dependent Care Assistance Plan Document.

(c) Enrollment. Enrollment in the Plan is required every Plan Year and is limited to the annual open enrollment period or within sixty (60) calendar days following the date of becoming eligible due to a mid-year Change in Status event. Failure to submit a participation agreement within the time frame shall result in an election to not participate in the Plan.

(d) Elections. Eligible Per Diem Nurses may contribute, on a pre-tax basis, each bi-weekly pay period, an amount up to the IRC annual maximum. DCAP contributions will be automatically deducted from the employee's pay warrant, or in the absence of sufficient earnings to cover the deduction, the employee will be offered the option to contribute by another method as provided by the DCAP Document. An employee election to participate shall be irrevocable for the remainder of the Plan Year. Once a salary reduction has begun, in no event will changes in elections be permitted during the Plan Year except to the extent permitted under Internal Revenue Service rulings and regulations and the County's Dependent Care Assistance Plan Document.

(e) Remaining Balances. Pursuant to IRC Section 125, any amounts remaining in the employee's account at the end of a Plan Year must be forfeited. The County will use any forfeited amounts to help defray the Plan's administrative expenses.

PER DIEM UNIT EMPLOYMENT

Per Diem Nurses Unit

Per Diem Unit employees shall be compensated on an hourly basis only for hours actually worked unless otherwise provided for in this Agreement (e.g. bilingual pay) or as required by law.

Per Diem Unit employees shall participate in the County's PST Deferred Compensation Plan in lieu of participation in any other retirement plan, program, or benefit. Said employees shall contribute 7.5% of the employee's biweekly gross earnings. The employee's contributions to PST Deferred Compensation shall be automatically deducted from employee's earnings. Maximum total contributions shall be 7.5% of the employee's maximum covered wages for Social Security purposes. Employees shall enroll in the Plan on forms approved by the Human Resources Division Chief, Employee Benefits & Services. This paragraph shall not apply to any employee who is otherwise covered by the County Retirement System.

POSTING OF WORK SCHEDULES

Nurses Unit and Per Diem Nurses Unit

The County shall post work schedules at least two (2) weeks in advance. Once posted, the schedule shall not be changed without prior mutual agreement of the nurse. Insofar as practicable, the County shall update posted work schedules as changes occur.

In those units at ARMC where self-scheduling is the practice, it shall be maintained in compliance with the self-scheduling staffing standards.

PREHEARING DISCUSSIONS

Nurses Unit

The parties agree that prior to submitting any matter within the appeal jurisdiction of the Civil Service Commission for adjudication, other than disciplinary matters, both parties shall discuss such matters at the earliest moment.

All parties agree to provide full disclosure and to extend good faith efforts to resolve disputes through these discussions.

Upon declaration of impasse by either or both parties, the matter may be submitted to the Civil Service Commission within five (5) working days of such declaration.

Nothing in this Article shall serve to waive the rights of the appellants or their representatives to the appeal procedure due to a lapse of time resulting from such prehearing discussions.

PROBATIONARY PERIOD

Nurses Unit

The probationary period for nurses shall be 1,600 hours. For nurses regularly scheduled seventy-two (72) hours per pay period, the probationary period shall be nine (9) months.

The probationary period ends at the end of the pay period in which the employee has completed the required number of service hours. For nurses regularly scheduled seventy-two (72) hours per pay period, the probationary period ends at the end of the pay period in which the nurse completes nine (9) months of service from his/her date of hire.

The probationary period will be automatically extended beyond 1,600 hours or nine (9) months, as applicable, for each hour during which the employee is on leave without pay. In situations where the employee is on continuous paid sick leave for eighty (80) or more consecutive hours, or on modified duty for occupational or non-occupational reasons, the probationary period may be extended at the discretion of the appointing authority. Such extension is in addition to the fifteen (15) pay period extension allowed by the Personnel Rules.

A promoted employee who has attained regular status in another classification of County employment who does not successfully complete the probationary period in the promoted class shall be returned to the former department and classification or a comparable classification without right to review or appeal.

Transferred employees who have attained regular status in the class shall not be required to serve a new probationary period; however, a transferred employee shall serve a performance review of four (4) pay periods. If the employee being transferred has not yet attained regular status, a new probationary period will be initiated, unless waived by the appointing authority subject to the approval of the Director of Human Resources or designee. During the review period, employees who are found to be below standards acceptable to the appointing authority shall be returned to the former department and classification or a comparable class without right to review or appeal. Transferred employees may return to the former department within the review period, upon request.

Nurses who have completed probation in their current classification shall not be required to serve a probationary period upon reassignment.

PROFESSIONAL PRACTICE COMMITTEE

Nurses Unit and Per Diem Nurses Unit

(a) Objective and Scope

A Practice Committee of bargaining Unit nurses shall be established by the Association. The purpose of the committee shall be to constructively consider and make recommendations to improve nursing practice and patient care, including health and safety matters and the use of technology as it relates to the practice of nursing, insofar as the provisions of the Agreement are not added to or otherwise modified. Employees must attempt to resolve an issue with their immediate supervisor prior to submitting such issue to the Practice Committee. The recommendations of the Practice Committee are advisory only and are not subject to the Grievance Procedure; however, the failure of the County to respond in writing to recommendations may be a proper subject for a grievance. Economic matters, collective bargaining issues, grievances, and negotiation of contract terms are not subjects for discussion by the Committee. The hospital shall involve the PPC to assure opportunities for the RNs to have input regarding new technology that would affect the provision of patient care by RNs.

The County shall collect data on Rapid Response and Code Blue calls and present this data to the Union's Professional Practice Committee quarterly. Each quarter, ARMC and the PPC will review the data and assess the need to adjust staffing to meet patient needs and state mandated staffing ratios.

(b) Composition

The Practice Committee shall be composed of up to six (6) non-probationary registered nurses selected by CNA and provided that not more than one (1) member shall come from a particular unit.

(c) Meetings

The Practice Committee shall schedule one (1) meeting per month which shall be scheduled before the work schedule is made. Such meetings shall be scheduled so as to minimize disruptions with the delivery of health care and shall be mutually agreeable to the County. The Practice Committee shall prepare an agenda which shall be provided to the designated County Nursing Administrators in advance of the scheduled meeting for information purposes only. Meeting space shall be provided by the County.

(d) Recommendations

Whenever the Practice Committee makes a written recommendation to the appropriate nurse manager, a response in writing shall be made as soon as practicable, but no later than thirty (30) days, unless the Association and the County mutually agree that the time may be extended.

(e) Release Time

Committee members shall receive paid release time during work hours to attend meetings, not to exceed two (2) hours per month, exclusive of travel time. In addition, Practice Committee members shall receive paid release time during work hours for attendance at meetings requested by the administration. Lastly, the Practice Committee chairperson shall be entitled to one (1) hour of paid time (at straight time) per month. Such release time or additional hour of pay for the chair shall not be counted as hours worked for purposes of calculating overtime.

PROMOTIONS

Nurses Unit

(a) A promotion is the appointment of an employee from one classification to a classification having a higher base salary range. A promoted employee shall receive at least the entrance rate of the new range or approximately a five percent (5%) salary increase (i.e., mathematically closest to 5%), whichever is greater; provided that no employee is thereby advanced above the top step of the higher base salary range.

(b) A promoted employee who is currently on a longevity step shall be placed on the same longevity step on the new salary range.

For example, a nurse who is on Step 13 of Group 8 who promotes to a classification in Group 6 shall be placed at Step 13 of the nurses' new salary range.

(c) At the discretion of the appointing authority and with the approval of the Director of Human Resources or designee, an employee may be placed at any step within the higher base salary range.

(d) Promotions shall be effective only at the beginning of a pay period unless an exception is approved by the Director of Human Resources or designee.

PROVISIONS OF LAW

Nurses Unit and Per Diem Nurses Unit

It is understood and agreed that this Agreement is subject to all current and future applicable Federal and State laws and regulations and the current provisions of the Charter of the County of San Bernardino. If any part or provision of this Agreement is in conflict or inconsistent with such applicable provisions of those Federal, State, or County enactments or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, such part or provisions shall be suspended and superseded by such applicable law or regulations, and the remainder of this Agreement shall not be affected thereby. If any part or provision of this Agreement is suspended or superseded, the parties agree to reopen negotiations regarding the suspended or superseded part or provision with the understanding that total compensation to employees under this Agreement shall not be reduced or increased as a result of this Article. The parties hereto agree to refrain from initiating any legal action or taking individual or collective action that would invalidate Articles of this Agreement.

RECOGNITION

Nurses Unit

(a) Pursuant to the August 31, 2004 certification, the County recognizes the Association as the exclusive collective bargaining representative for the Nurses Unit defined as follows:

All classifications, excluding those in the Supervisory Nurses Unit and Exempt Group, requiring licensure by the Board of Registered Nursing as a registered nurse, and are so assigned to the Unit by the Board of Supervisors due to the nature of the work being directly related to the practice of nursing as defined in Business and Professions Code Section 2725 which work does not involve work of a supervisory or management nature as described herein.

The classifications currently assigned to the Nurses Unit are listed in Appendix B.

The County further recognizes the Association as the exclusive collective bargaining representative for all classifications that may be added to the above-defined Nurses Unit by the County during the term of this Agreement.

(b) The bargaining Unit shall consist only of employees in authorized and classified positions, as defined in Rule III, Section 2 a. 1 of the County's Personnel Rules, in the above classifications.

(c) Excluded from coverage under this Agreement are all other employees, including per diem registered nurses, nurses employed by contract, and employees in classifications requiring licensure by the Board of Registered Nursing as a registered nurse in the Supervisory Nurses Unit and Exempt Group.

Per Diem Nurses Unit

Pursuant to the March 1, 2005 certification and subsequent amendment of that certification, the County recognizes the Association as the exclusive collective bargaining representative for the Per Diem Nurses Unit defined as follows:

> Classifications of Interim Permit Nurse – Per Diem, Registered Nurse I – Per Diem, Registered Nurse II – Per Diem, Float Pool Registered Nurse – Per Diem, Float Pool Specialty Registered Nurse Per Diem, Registered Nurse Case Manager – Per Diem, and employees who are authorized to work as an Interim Permit Nurse, excluding classifications in the Supervisory Nurses Unit, Nurses Unit, Exempt Group, and those employees working pursuant to an individual contract.

The County further recognizes the Association as the exclusive collective bargaining representative for all classifications that may be added to the above-defined Per Diem Nurses Unit by the County during the term of this Agreement.

(a) Excluded from coverage under this Agreement are all other employees, including nurses employed by contract and employees in classifications requiring licensure by the Board of Registered Nursing as a registered nurse in the Nurses Unit, Supervisory Nurses Unit, and Exempt Group.

REEMPLOYMENT

Nurses Unit

(a) A regular nurse who has terminated County employment, and who is subsequently rehired in the same classification in a regular position within one (1) year (i.e., beginning the first day of work by the 365th calendar day), shall receive restoration of salary step, vacation accrual rate, sick leave balance (unless the nurse has received payment for unused sick leave in accordance with the Article on "Retirement Medical Trust" and the Retirement Plan contribution rate (provided the nurse complies with any requirements established by the Retirement Board). Such nurses begin accruing vacation and sick leave and may utilize the same immediately. The nurse who is rehired to a different position requiring different competencies, skill levels, or certifications shall be required to serve a new probationary period. The nurse shall be provided a new date of hire for purposes of County seniority.

(b) A regular nurse who has terminated County employment and who is subsequently rehired to a different regular position in the bargaining unit (e.g. a nurse separates as a RN II-ARMC and is rehired as a Correctional Nurse II) within one (1) year (i.e., beginning the first day of work by the 365th calendar day), may receive restoration of vacation accrual rate, sick leave, and retirement contribution rate in the same manner as described above. Such nurses begin immediately accruing vacation and sick leaves and may utilize the same immediately. The nurse shall be required to serve a new probationary period. The nurse shall be provided a new date of hire for purposes of County seniority.

(c) Reemployment from Layoff – A regular nurse who has been laid off from County employment and is subsequently rehired to a regular position within one (1) year shall receive restoration of vacation accrual rate and sick leave in the same manner as described above. Restoration of retirement contribution rate shall be in accordance with applicable state law and in compliance with any requirements established by the Retirement Board

For purposes of this Article, a regular nurse shall mean a nurse in a regular position who held regular status in any classification during the previous period of County employment. "Retirement contribution rate" shall refer to the employee's contribution percentage determined by the San Bernardino County Employees' Retirement System.

Per Diem Nurses Unit

A Per Diem Nurse who has terminated County employment, and who is subsequently rehired in the same Per Diem Nurse classification within one (1) year (i.e., beginning the first day of work by the 365th calendar day), shall receive restoration of his/her salary step.

RELOCATION ASSISTANCE

Nurses Unit

(a) In-Service Relocation Assistance

Employees in regular positions who are required by order of their appointing authority to change their principle place of residence because of a reassignment to meet the needs of the service or because of layoff will be granted time off with pay not to exceed two (2) working days and up to four hundred dollars ($400.00) reimbursement towards the actual cost of relocating their personal furnishings and belongings.

(b) Recruitment Relocation Assistance

To assist with the recruitment and appointment of qualified individuals to hard-to-recruit positions/classifications, upon request of the appointing authority, the Human Resources Director may authorize reimbursement of a new employee's relocation-related expenses incurred as a result of accepting employment with the County as follows:

Miles Relocated	Maximum Reimbursement
500 - 1,000 miles	$1,000
1,001 - 2,000 miles	$2,000
More than 2,000 miles	$2,500

Such reimbursement may be provided to employees upon initial employment with the County, provided that the employee: (1) is appointed to a regular position; (2) submits original receipts documenting expenses incurred; and (3) agrees to remain employed in the regular position for at least twelve (12) months.

If the employee voluntarily resigns employment prior to completion of twelve (12) months service, the employee shall be required to reimburse the County for any payment made under this Article. If the employee fails to reimburse the County, action shall be taken to recover the amount owed via payroll recovery from the employee's final pay.

RENEGOTIATION

Nurses Unit and Per Diem Nurses Unit

In the event either party hereto desires to negotiate a successor Agreement, such party shall serve upon the other during January 2017, any written request to commence negotiations, as well as its written proposals for such successor Agreement. Upon receipt of such written proposals, negotiations shall begin no later than thirty (30) calendar days after such receipt.

REST BETWEEN SHIFTS

Nurses Unit and Per Diem Nurses Unit

Each Registered Nurse shall have an unbroken rest period of at least seven (7) hours between shifts, unless waived by mutual consent of the employee and the appointing authority except in emergencies. The reasons contained in (e) (1) and (2) of the Overtime article shall constitute an emergency for purposes of this provision.

RETENTION INCENTIVE

Nurses Unit and Per Diem Nurses Unit

The County agrees to pay two one-time Retention Incentive payments to eligible Nurses Unit and Per Diem Nurses Unit employees as provided below.

First Incentive Payment.

All Nurses Unit employees who are in the unit on April 21, 2015, remain in the unit, and are in paid status in a non-Level I classification in the pay period that includes April 30, 2016 shall receive a lump-sum payment of one-percent (1.00%) of base pay on May 25, 2016.

All Per Diem Nurses Unit employees who are in the unit on April 21, 2015, remain in the unit, worked a minimum of 800 hours in the 12 consecutive months prior to April 30, 2016, and are in paid status in a non-Level I classification in the pay period that includes April 30, 2016 shall receive a lump-sum payment of one-percent (1.00%) of base pay on May 25, 2016.

Second Incentive Payment.

All Nurses Unit employees, and Per Diem Nurses Unit employees who worked a minimum of 800 hours in 12 consecutive months prior to April 29, 2017, who were in the Nurses Unit or Per Diem Nurses Unit on April 21, 2015, remain in the units, and are in paid status in a non-Level I classification in the pay period that includes April 29, 2017 shall receive an additional lump-sum payment of one-percent (1.00%) of base pay on May 24, 2017.

Special Provisions.

(i) Eligible Nurses Unit employees who are part-time or job-sharing, excluding 72-hour nurses, and eligible Per Diem Nurses Unit employees who worked a minimum of 800 hours in the required 12-month period, shall receive a prorated retention incentive payment based on average hours worked per pay period during the 12-month period (i.e., May 2, 2015 to April 29, 2016 or April 30, 2016 to

April 28, 2017) not to exceed 2,080 hours in the 12 month period for which the retention incentive is paid.

(ii) Eligible nurses who, without a break in service, move from a Nurses Unit position to a Per Diem Nurses Unit position, or vice versa, shall receive a prorated retention incentive based on average hours worked, not to exceed 2,080 hours, provided the nurse worked a minimum of 800 hours during the 12-month period (i.e., May 2, 2015 to April 29, 2016 or April 30, 2016 to April 28, 2017).

(iii) An eligible employee who is not in paid status in the pay period for which the incentive payment is paid, upon return to paid status shall be eligible to receive the one-time payment amount the employee would have received, provided that the employee returns to paid status during the term of the MOU.

(iv) An employee who has separated from County employment for any reason; or who commenced employment in the Nurses Unit or Per Diem Nurses Unit after April 21, 2015; or who is no longer in a Nurses Unit or Per Diem Nurses Unit position for any reason prior to the pay period for which an incentive payment is paid shall not be eligible to receive the payment.

RETIREMENT MEDICAL TRUST FUND

Nurses Unit

A Retirement Medical Trust Fund will be established for employees of the Nurses Unit.

The trust is administered by a Board of Trustees who manage the resources of the Trust Fund and determine appropriate investment options and administrative fees for managing the Trust Fund. The Trustees insure that payments of qualified medical expenses incurred by retirees or their eligible dependents are properly reimbursed. The trust will establish individual accounts for each participant who will be credited with earnings/losses based upon the investment performance of the participant's individual account. All of the contributions to the Trust Fund will be treated for tax purposes, as employer, non-elective contributions resulting in tax-free contributions for the County. All of the distributions from the Trust Fund made to retirees or their eligible dependents for the reimbursement of qualified medical expenses as defined by the Internal Revenue Codes (including medical and other eligible insurance premiums) will also be non-taxable to the retiree or the retiree's eligible dependent(s).

The trust fund is a Voluntary Employees Benefit Association (VEBA) and will comply with all of the provision of Section 501(c)(9) of the Internal Revenue Code.

Section 1 – Sick Leave Conversion Eligibility

Eligible employees are those employees with ten (10) or more years of participation in the San Bernardino County Employees' Retirement Association; or those individuals who contributed to a public sector retirement system over a ten-year period and did not withdraw their contributions from the retirement system(s). Those eligible employees with ten (10) or more years of combined contributions to SBCERA and other public sector retirement system(s) must complete a Prior Service Credit Request form and submit it to the Retirement Medical Trust Plan Administrator for approval. A letter from the public sector retirement system(s) confirming that contributions have not been withdrawn must accompany the form.

Section 2 – Sick Leave Conversion Formula

All eligible employees will be required to contribute the cash value of their unused sick leave balances to the Trust, upon separation from employment with the County for reasons other than disability or death, in accordance with the conversion formula below:

Amount of Remaining Sick Leave Hours	Cash Value Formula
241 to 480 hours	35%
481 to 720 hours	40%
721 to 840 hours	45%
841 to 960 hours	50%
961 to 1,200 hours	60%

Section 3 – County Contribution

The County shall contribute to the Trust an amount equal to a percentage of the base biweekly salary of eligible employees as follows:

Years of Completed Continuous Service in a Regular Position	Percentage
Ten but less than fifteen years	1.00%
Fifteen or more years	1.5%

Contributions to the Trust shall not be considered earnable compensation.

Section 4 - Death

Upon the death of an active employee with ten (10) or more years of continuous service from the most recent date of hire in a regular position, the estate of the deceased employee will be paid the cash value for the unused sick leave balances according to the sick leave conversion formula of Section 2 of this article, and will not go into the Trust.

RETIREMENT SYSTEM CONTRIBUTIONS

Nurses Unit

Section 1 – Eligibility

Under the provisions of the County Employee's Retirement Law of 1937, all employees in regular positions who are scheduled to work for a minimum of forty (40) hours per pay period shall become members of the San Bernardino County Employees' Retirement Association (SBCERA). Per Diem Nurses are not eligible for membership in SBCERA and therefore do not earn service credit.

Exception: Employees first hired at age 60 or over may choose not to become a member of SBCERA at the time of hire. If this election is made, the employee will participate in the County's PST Deferred Compensation Retirement Plan. Said employee shall contribute seven and one-half percent (7.5%) of the employee's biweekly gross earnings. The employee's contributions to the PST Deferred Compensation Retirement Plan shall be automatically deducted from employee's earnings. Maximum total contributions shall be seven and one-half percent (7.5%) of the employee's maximum covered wages for Social Security purposes. Employees shall be automatically enrolled in the Plan upon notification from the Board of Retirement that the employee has opted out of SBCERA membership.

Section 2 –Employee Contributions

Retirement System contributions shall be paid by the employee. Any employee Retirement System contributions obligations shall be "picked up" for tax purposes only pursuant to this Section. The Auditor/Controller-Recorder shall implement the pick up of such Retirement System contributions under Internal Revenue Code Section 414(H)(2) effective with the earnings paid and contributions made on and after the effective date of this Article.

The employee must choose to have the contributions designated as all employer or all employee contributions for retirement purposes. If the employee designates the pickup as employer contributions, then for each dollar applied, the employee's retirement obligation shall be satisfied in the amount of the actuarial value of that dollar to the Retirement Association as determined by the Board of Retirement; and the employee may not withdraw this contribution from the Retirement Association.

If the employee designates the pickup as employee contributions, then for each dollar applied, the employee's retirement obligation shall be satisfied in the amount of one dollar; and upon separation without retirement, an employee may withdraw this contribution from the Retirement Association. Upon retirement or separation, all contributions applied under this Section will be considered for tax purposes as employer-paid contributions.

If the employee does not file a designation, the contributions shall be made as employee contributions.

Employees hired on or after January 1, 2013 cannot choose to designate retirement system contributions as employer contributions. For such employees, all contributions shall be employee contributions.

The County shall make member contributions under this Section on behalf of the employee, which shall be in lieu of the employee's contributions and such contributions shall be treated as employer contributions for purposes of reporting and wage withholding under the Internal Revenue Code and the Revenue and Taxation Code. The amounts picked up under this Section shall be recouped through offsets against the salary of each employee for whom the County picks up member contributions. These offsets are akin to a reduction in salary and shall be made solely for purposes of income tax reporting and withholding. The member contributions picked up by the County under this Section shall be treated as compensation paid to County employees for all other purposes. County paid employer contributions to the County's Retirement System under this Section shall be paid from the same source of funds as used in paying the salaries of the affected employees. No employee shall have the option to receive the Retirement System contribution amounts directly instead of having them paid to the County Retirement System.

Upon retirement or separation, all contributions picked up under this Section will be considered for tax purposes as employer-paid contributions.

The provisions of this Article shall be applied each pay period.

Section 3 – Special Provisions

Employees who have thirty (30) years of service credit and no longer make retirement contributions under the provisions of the County Employees' Retirement Law of 1937 shall not be paid in cash seven percent (7%) of earnable compensation.

Employees with at least 25 years of service as set forth in Government Code section 31625.3 as of November 6, 2012, and who either already have or thereafter attain 30 years of service credit as set forth in Government Code section 31625.3 shall have one opportunity during the employee's employment to receive cash payments of seven percent (7%) of earnable compensation for up to twenty-six (26) consecutive pay periods.

Section 4 – Survivor Benefits for General Retirement Members Administered by San Bernardino County Employees' Retirement Association (SBCERA)

Survivor benefits are payable to employed general retirement members with at least 18 months continuous retirement membership pursuant to Section 31855.12 of the County Employees Retirement Law of 1937. An equal, non-refundable employer and employee biweekly contribution will be paid to SBCERA as provided in annual actuarial study.

RETURN-TO-WORK COMPENSATION

Nurses Unit

Section 1 – Purpose

Return-to-work compensation is designed to compensate employees for being available to return to work with limited notice and for hours not previously regularly scheduled. There are two (2) types of return-to-work compensation covered by this Article: standby and call-back. Assignment and approval of return to work compensation shall be made by the appointing authority or designee based upon the needs of the service.

Section 2 – Standby Compensation

(a) Standby duty requires the employee to return a call or page as soon as practicable but not to exceed ten (10) minutes.

(b) Employees assigned to standby duty shall: (1) leave a telephone number where they can be reached or wear a communicating device; and (2) after being told to report to work, the employee shall arrive at the work site no later than the time it takes to commute between the employee's home and the work site. Employees can also be given a designated time to report by the appointing authority or designee.

(c) Standby duty shall be compensated at the rate of three dollars and fifty cents ($3.50) for each full hour of duty or portion thereof. Standby duty shall not count as hours worked.

(d) The employee shall not receive standby compensation once the employee begins work.

Section 3 – Call-Back Compensation

(a) Call-back pay is used when an employee in a regular position returns to active duty and the work site at the request of the appointing authority or designee after said employee has been released from active duty and has left the work site. An employee need not be assigned to on-call or standby duty to receive call-back compensation.

(b) Call-back compensation shall be paid in the following manner. The employee shall be paid for two (2) hours at one-time the base hourly rate of pay for each call-back occurrence. Said compensation shall be in lieu of any travel time and expense to and from home and the first or last work contact point and shall not be considered hours worked for purposes of overtime. All time actually worked shall be considered as time actually worked for the purpose of overtime.

(c) Employees shall not be eligible for call-back pay in the following situations: (1) special tours of duty scheduled in advance; (2) the employee is called back within two (2) hours of the beginning of a scheduled tour of duty; or (3) the employee is not required to leave home. The employee shall report all time actually worked within a pay period. Such time shall be cumulative and shall be considered as time actually worked for the purposes of overtime.

Per Diem Nurses Unit

Section 1 – Purpose

Return-to-work compensation is designed to compensate employees for being available to return to work with limited notice and for hours not previously regularly scheduled. There are three (3) types of return-to-work compensation covered by this Article: on-call, standby, and call-back. Assignment and approval of return to work compensation shall be made by the appointing authority or designee based upon the needs of the service.

Section 2 – On-Call Compensation

(a) On-call duty requires the employee to return a call or page as soon as practicable but not to exceed fifteen (15) minutes.

(b) Employees assigned to be on-call shall: (1) leave a telephone number where they can be reached or wear a communicating device; and (2) be able to report to their work site within one (1) hour after notification. Employees can also be given a designated time of more than one (1) hour to report by the appointing authority or designee.

(c) While assigned to on-call duty, the employee shall be free to use the time for his or her own purposes.

(d) On-call duty shall be compensated at the rate of three dollars and fifty cents ($3.50) for each full hour of duty or portion thereof. On-call time shall not count as hours worked.

(e) The employee shall not receive on-call compensation once the employee begins work.

Section 3 – Standby Compensation

(a) Standby duty requires the employee to return a call or page immediately.

(b) Employees assigned to standby duty shall: (1) leave a telephone number where they can be reached or wear a communicating device; (2) are required to remain in a state of readiness; and (3) after being told to report to work, employees shall arrive at the work site no later than the time it takes to commute between the employee's home and the work site or employees can be given a designated time to report by the appointing authority or designee.

(c) Standby pay shall be compensated at minimum wage as provided by the California Industrial Welfare Commission for each full hour of standby duty or portion thereof. Standby hours under this provision shall count as hours worked for overtime purposes.

Examples of application of this provision for computing overtime:

Employee earning $10.00 per hour works 40 hours in a work period, plus 20 hours of standby.

40 hours x $10.00 (base salary rate)[1]	=	$400.00
20 hours x $ 6.75 (minimum wage)	=	$135.00
		$535.00
$535.00 divided by 60 hours worked (regular rate of pay)[2]	=	$ 8.92
$8.92 x 1-1/2 (overtime rate)	=	$ 13.38

Pay for this week would be:

40 hours x $ 8.92 (regular rate of pay)	=	$356.80
20 hours x $13.38 (overtime rate)	=	$267.60
TOTAL PAY	=	$624.40

[1]Base salary rate is defined in Salary Adjustment, Section 2.

[2]Regular rate of pay is defined within the requirements of the Fair Labor Standards Act to include all remuneration for employment paid to the employee. When more than one rate of pay is paid for hours worked, the regular rate of pay is calculated using the weighted average of the rates of pay.

(d) The employee shall not receive standby compensation once the employee begins work.

Section 4 – Call-Back Compensation

(a) Call-back pay is used when an employee returns to active duty and the work site at the request of the appointing authority or designee after said employee has been released from active duty and has left the work site. An employee need not be assigned to on-call or standby duty to receive call-back compensation.

(b) Call-back compensation shall be paid in the following manner. The employee shall be paid for two (2) hours at one-time the base hourly rate of pay for each call-back occurrence. Said compensation shall be in lieu of any travel time and expense to and from home and the first or last work contact point. All time actually worked shall be considered as time actually worked for purposes of the Article on "Overtime."

(c) Employees shall not be eligible for call-back pay in the following situations: (1) special tours of duty scheduled in advance; (2) the employee is called back within two (2) hours of the beginning of a scheduled tour of duty; or (3) the employee is not required to leave home. The employee shall report all time actually worked within a pay period. Such time shall be accumulative and shall be considered as time actually worked for the purposes of the Article on "Overtime."

SAFE PATIENT HANDLING POLICY

Nurses Unit and Per Diem Nurses Unit

The County is committed to providing a safe working environment that includes a commitment to protect nurses from workplace injuries associated with the handling of patients. As such, the County shall implement and maintain a safe patient handling policy for all patient care units in accordance with Labor Code 6403.5(b).

Reasonable efforts will be made to reduce the need for nurses to manually lift patients. Reasonable efforts may include the integration of mechanical lifts, use of support staff such as Nursing Attendants and Rehabilitation staff, education and appropriate training for nurses involved in handling of patients.

Two (2) bargaining unit RNs will be appointed by CNA, to the "Safe Patient Handling and Movement Committee" (Committee). Following the Committee's recommendations to ARMC Administration, the County will implement those recommendations, as appropriate, which have been approved by ARMC Administration.

During the term of this MOU, up to two (2) bargaining unit RNs from the Nurses Unit who attend the Safe Patient Handling and Movement (SPHM) Committee meetings may be sent to an annual Safe Patient Handling and Movement conference, at a cost not to exceed a total of $700 per person, plus lodging.

ARMC will endeavor to implement the approved recommendations in a reasonable time period given fiscal, regulatory and other constraints.

The Committee shall establish, on a unit-by-unit basis, the priorities and timeframes for the implementation of such recommendations and shall further plan and coordinate the implementation process.

ARMC will provide quarterly updates, as requested, regarding the progress of the implementation.

SAFETY PHONES

Nurses Unit and Per Diem Nurses Unit

In order to address the safety concerns of nurses that work in the field, the County will issue GPS enabled cellular telephones with PTT and panic button as needed. Usage of such cell phones shall only occur during working hours or during times the employee is required to be reachable.

SALARY ADJUSTMENTS

NURSES UNIT

Section 1

Salary Restructure

Effective the first full pay period following Board of Supervisors approval of this Memorandum of Understanding the County shall implement a salary restructure as provided in Appendices C, which shall adjust groups and the salary schedules for all classifications, except Level I classifications, i.e., PHNI, RNI-(ARMC, PH, PSD), MHNI, CNI, and NPI.

The new salary schedule shall include one sub-step for new Groups 5, 12, and 13.

Effective August 22, 2015, there shall be an additional salary restructure for all classifications as provided in Appendices C, except Level I classifications.

Equity Adjustment

Effective the first full pay period following Board of Supervisors approval of this Memorandum of Understanding the County shall move the Public Health Nurse I classification to new Group 11 and the Nurse Practitioner I classification to new Group 7.

Effective July 23, 2016, the County shall establish a new Group 6A and move the Registered Nurse II-ARMC, Mental Health Nurse II, and Public Health Nurse II classifications to the new group 6A.

Employees who receive an equity adjustment shall be eligible to advance to their next step following completion of 2,080 hours from their most recent merit advancement (i.e., step hours shall not be reset).

Step Adjustment

Effective July 23, 2016, the County shall advance by one step all employees in non-Level I classifications, except for employees in the Registered Nurse II-ARMC, Mental Health Nurse II and Public Health Nurse II classifications, who are on steps 1 - 10 on the effective date. In addition, the County shall establish a temporary step 11A and employees who are on the then current step 11, except for employees in the Registered Nurse II-ARMC, Mental Health Nurse II and Public Health Nurse II classifications, shall be moved to the newly established temporary step 11A. Temporary step 11A shall be limited to only those employees who were on step 11 and advanced on this date and shall be eliminated once those employees advance to longevity steps.

Employees who are advanced one-step shall be eligible to advance to their next step following completion of 2,080 hours from their most recent merit advancement (i.e., step hours shall not be reset).

Effective July 23, 2016, the County shall increase all longevity step rates (i.e., steps 12 – 16) by an approximate two percent (2.0%) for all non-Level I classifications, except for the Registered Nurse II-ARMC, Mental Health Nurse II and Public Health Nurse II classifications.

New Longevity Step

Effective July 23, 2016, the County shall establish a new 30-year longevity step that is approximately 2.0% above the then current top longevity step.

New Top Non-Longevity Step

Effective December 10, 2016, the County shall create a new non-longevity step 12 for all Groups. Such new non-longevity step 12 shall be approximately one and one quarter percent (1.25%) above the non-longevity step 11. Employees who are at the then-current top non-longevity step on the date the new step is established who have completed 2,080 service hours at that step and received a "Meets Job Standards" or above on their most recent Work Performance Evaluation (WPE) in the 12 consecutive months prior to the effective date of the new top step, are eligible to advance on that date (i.e., December 10, 2016).

Employees who would have otherwise met the eligibility requirement (i.e., completed 2,080 service hours at the top step) who did not receive a "Meets Job Standards" or above on their most recent WPE in the 12 consecutive months prior to the effective date of the new top step, will advance to the new top step when they receive a "Meets Job Standards" on the WPE following the creation of the new top non-longevity step.

Employees who are at the existing top non-longevity step at on December 10, 2016, who have completed 2,080 service hours at that step, and who have not received a WPE in the previous 12 consecutive months, but who subsequently receive at least a "Meets Job Standards" WPE, shall be eligible to advance to the new top non-longevity step retroactively to the designated step advance eligibility date.

Effective December 10, 2016, the County shall increase the former step 11A (i.e., new step 12A) and all longevity step rates by an approximate one and one quarter percent (1.25%)

Section 2

Administration

For purposes of this Agreement, base salary range shall mean the salary range assigned to a specific classification as provided in Appendices C. Base salary rate shall mean the hourly rate of pay established pursuant to the step placement within the base salary range as provided in this Agreement, as appropriate.

Per Diem Nurses Unit

Section 1

a) Effective the pay period following Board of Supervisors approval of this Agreement the County shall implement a new salary schedule, to include the following rates based on years of completed service from earliest hire date. A "year of completed service from earliest hire date" for the purposes of the Per Diem Nurses Section of this Article shall mean completion of twelve (12) full months from the earliest hire date in either of the Per Diem Nurses Unit or Nurses Unit, provided the nurse has no break in service between his/her Per Diem Nurses Unit and Nurses Unit employment dates.

(h) Less than two (2) years of completed service from the earliest hire date in the Per Diem Nurses Unit or Nurses Unit (except for nurses hired at advanced steps pursuant to the Per Diem Nurses Unit - Step Placement for Newly Hired and Rehired Employees Section of the Salary Rates and Step Advancements Article), provided the nurse has had no break in service:

Per Diem Nurses Unit Salary Schedule Hourly Rate	
Classification	**Salary**
Registered Nurse I – Per Diem	$38.14
Registered Nurse II – Per Diem	$43.02
Float Pool Nurse – Per Diem	$44.54
Registered Nurse Case Manager – Per Diem	$45.04
Correctional Nurse – Per Diem	$45.27
Specialty Float Pool Nurse – Per Diem	$46.71

(ii) Two (2) to nine (9) years of completed service from the earliest hire date in the Per Diem Nurses Unit or Nurses Unit (except for nurses hired at advanced steps pursuant to the Per Diem Nurses Unit - Step Placement for Newly Hired and Rehired Employees Section of the Salary Rates and Step Advancements Article), provided the nurse has had no break in service.

Per Diem Nurses Unit Salary Schedule Hourly Rate	
Classification	**Salary**
Registered Nurse II – Per Diem	$43.72
Float Pool Nurse – Per Diem	$45.99
Registered Nurse Case Manager – Per Diem	$45.99
Correctional Nurse – Per Diem	$46.22
Specialty Float Pool Nurse – Per Diem	$47.41

(iii) Ten (10) to fourteen (14) years of completed service from the earliest hire date in the Per Diem Nurses Unit or Nurses Unit, provided the nurse has had no break in service.

Per Diem Nurses Unit Salary Schedule Hourly Rate	
Classification	**Salary**
Registered Nurse II – Per Diem	$44.27
Float Pool Nurse – Per Diem	$46.54
Registered Nurse Case Manager – Per Diem	$46.54
Correctional Nurse – Per Diem	$46.77
Specialty Float Pool Nurse – Per Diem	$47.71

(iv) Fifteen (15) or more years of completed service from the earliest hire date in the Per Diem Nurses Unit or Nurses Unit, provided the nurse has had no break in service.

Per Diem Nurses Unit Salary Schedule Hourly Rate	
Classification	**Salary**
Registered Nurse II – Per Diem	$45.02
Float Pool Nurse – Per Diem	$47.29
Registered Nurse Case Manager – Per Diem	$47.29
Correctional Nurse – Per Diem	$47.52
Specialty Float Pool Nurse – Per Diem	$48.21

b) Effective August 22, 2015, the County shall implement a new salary schedule to include the following rates based on years of completed service:

(i) Less than two (2) years of completed service from the earliest hire date in the Per Diem Nurses Unit or Nurses Unit (except for nurses hired at advanced steps pursuant to the Per Diem Nurses Unit - Step Placement for Newly Hired and Rehired Employees Section of the Salary Rates and Step Advancements Article), provided the nurse has had no break in service:

Per Diem Nurses Unit Salary Schedule Hourly Rate	
Classification	**Salary**
Registered Nurse I – Per Diem	$38.14
Registered Nurse II – Per Diem	$43.02
Float Pool Nurse – Per Diem	$44.54
Registered Nurse Case Manager – Per Diem	$45.04
Correctional Nurse – Per Diem	$45.27
Specialty Float Pool Nurse – Per Diem	$46.71

(ii) Two (2) to nine (9) years of completed service from the earliest hire date in the Per Diem Nurses Unit or Nurses Unit (except for nurses hired at advanced steps pursuant to the Per Diem Nurses Unit - Step Placement for Newly Hired and Rehired Employees Section of the Salary Rates and Step Advancements Article), provided the nurse has had no break in service.

Per Diem Nurses Unit Salary Schedule Hourly Rate	
Classification	**Salary**
Registered Nurse II – Per Diem	$44.16
Float Pool Nurse – Per Diem	$45.99
Registered Nurse Case Manager – Per Diem	$45.99
Correctional Nurse – Per Diem	$46.22
Specialty Float Pool Nurse – Per Diem	$47.41

(iii) Ten (10) to fourteen (14) years of completed service from the earliest hire date in the Per Diem Nurses Unit or Nurses Unit, provided the nurse has had no break in service.

Per Diem Nurses Unit Salary Schedule Hourly Rate	
Classification	**Salary**
Registered Nurse II – Per Diem	$45.27
Float Pool Nurse – Per Diem	$47.54
Registered Nurse Case Manager – Per Diem	$47.54
Correctional Nurse – Per Diem	$47.77
Specialty Float Pool Nurse – Per Diem	$47.77

(iv) Fifteen (15) or more years of completed service from the earliest hire date in the Per Diem Nurses Unit or Nurses Unit, provided the nurse has had no break in service.

Per Diem Nurses Unit Salary Schedule Hourly Rate	
Classification	**Salary**
Registered Nurse II – Per Diem	$46.02
Float Pool Nurse – Per Diem	$48.29
Registered Nurse Case Manager – Per Diem	$48.29
Correctional Nurse – Per Diem	$48.52
Specialty Float Pool Nurse – Per Diem	$48.52

c) Effective January 9, 2016, the County shall adjust the years of service requirement for the Per Diem Nurses salary schedule as follows:

(i) Less than two (2) years of completed service from the earliest hire date in the Per Diem Nurses Unit or Nurses Unit (except for nurses hired at advanced steps pursuant to the Per Diem Nurses Unit - Step Placement for Newly Hired and Rehired Employees Section of the Salary Rates and Step Advancements Article), provided the nurse has had no break in service:

Per Diem Nurses Unit Salary Schedule Hourly Rate	
Classification	**Salary**
Registered Nurse I – Per Diem	$38.14
Registered Nurse II – Per Diem	$43.02
Float Pool Nurse – Per Diem	$44.54
Registered Nurse Case Manager – Per Diem	$45.04
Correctional Nurse – Per Diem	$45.27
Specialty Float Pool Nurse – Per Diem	$46.71

(ii) Two (2) to six (6) years of completed service from the earliest hire date in the Per Diem Nurses Unit or Nurses Unit (except for nurses hired at advanced steps pursuant to the Per Diem Nurses Unit - Step Placement for Newly Hired and Rehired Employees Section of the Salary Rates and Step Advancements Article), provided the nurse has had no break in service.

Per Diem Nurses Unit Salary Schedule Hourly Rate	
Classification	**Salary**
Registered Nurse II – Per Diem	$44.16
Float Pool Nurse – Per Diem	$45.99
Registered Nurse Case Manager – Per Diem	$45.99
Correctional Nurse – Per Diem	$46.22
Specialty Float Pool Nurse – Per Diem	$47.41

(iii) Seven (7) to Eleven (11) years of completed service from the earliest hire date in the Per Diem Nurses Unit or Nurses Unit, provided the nurse has had no break in service.

Per Diem Nurses Unit Salary Schedule Hourly Rate	
Classification	**Salary**
Registered Nurse II – Per Diem	$45.27
Float Pool Nurse – Per Diem	$47.54
Registered Nurse Case Manager – Per Diem	$47.54
Correctional Nurse – Per Diem	$47.77
Specialty Float Pool Nurse – Per Diem	$47.77

(iv) Twelve (12) or more years of completed service from the earliest hire date in the Per Diem Nurses Unit or Nurses Unit, provided the nurse has had no break in service.

Per Diem Nurses Unit Salary Schedule Hourly Rate	
Classification	**Salary**
Registered Nurse II – Per Diem	$46.02
Float Pool Nurse – Per Diem	$48.29
Registered Nurse Case Manager – Per Diem	$48.29
Correctional Nurse – Per Diem	$48.52
Specialty Float Pool Nurse – Per Diem	$48.52

d) Effective July 23, 2016, the County shall implement a new salary schedule to include the following rates based on years of completed service:

(i) Less than two (2) years of completed service from the earliest hire date in the Per Diem Nurses Unit or Nurses Unit (except for nurses hired at advanced steps pursuant to the Per Diem Nurses Unit - Step Placement for Newly Hired and Rehired Employees Section of the Salary Rates and Step Advancements Article), provided the nurse has had no break in service:

Per Diem Nurses Unit Salary Schedule Hourly Rate	
Classification	**Salary**
Registered Nurse I – Per Diem	$38.14
Registered Nurse II – Per Diem	$43.52
Float Pool Nurse – Per Diem	$45.04
Registered Nurse Case Manager – Per Diem	$45.54
Correctional Nurse – Per Diem	$45.77
Specialty Float Pool Nurse – Per Diem	$46.71

(ii) Two (2) to six (6) years of completed service from the earliest hire date in the Per Diem Nurses Unit or Nurses Unit (except for nurses hired at advanced steps pursuant to the Per Diem Nurses Unit - Step Placement for Newly Hired and Rehired Employees Section of the Salary Rates and Step Advancements Article), provided the nurse has had no break in service.

Per Diem Nurses Unit Salary Schedule Hourly Rate	
Classification	**Salary**
Registered Nurse II – Per Diem	$44.66
Float Pool Nurse – Per Diem	$46.49
Registered Nurse Case Manager – Per Diem	$46.49
Correctional Nurse – Per Diem	$46.72
Specialty Float Pool Nurse – Per Diem	$47.41

(iii) Seven (7) to Eleven (11) years of completed service from the earliest hire date in the Per Diem Nurses Unit or Nurses Unit, provided the nurse has had no break in service.

Per Diem Nurses Unit Salary Schedule Hourly Rate	
Classification	**Salary**
Registered Nurse II – Per Diem	$46.02
Specialty Float Pool Nurse – Per Diem	$47.77
Float Pool Nurse – Per Diem	$48.29
Registered Nurse Case Manager – Per Diem	$48.29
Correctional Nurse – Per Diem	$48.52

(iv) Twelve (12) or more years of completed service from the earliest hire date in the Per Diem Nurses Unit or Nurses Unit, provided the nurse has had no break in service.

Per Diem Nurses Unit Salary Schedule Hourly Rate	
Classification	**Salary**
Registered Nurse II – Per Diem	$46.77
Specialty Float Pool Nurse – Per Diem	$48.52
Float Pool Nurse – Per Diem	$49.04
Registered Nurse Case Manager – Per Diem	$49.04
Correctional Nurse – Per Diem	$49.27

e) Effective December 10, 2016, the County shall implement a new salary schedule to include the following rates based on years of completed service:

(i) Less than two (2) years of completed service from the earliest hire date in the Per Diem Nurses Unit or Nurses Unit (except for nurses hired at advanced steps pursuant to the Per Diem Nurses Unit - Step Placement for Newly Hired and Rehired Employees Section of the Salary Rates and Step Advancements Article), provided the nurse has had no break in service:

Per Diem Nurses Unit Salary Schedule Hourly Rate	
Classification	**Salary**
Registered Nurse I – Per Diem	$38.14
Registered Nurse II – Per Diem	$44.02
Float Pool Nurse – Per Diem	$45.54
Registered Nurse Case Manager – Per Diem	$46.04
Correctional Nurse – Per Diem	$46.27
Specialty Float Pool Nurse – Per Diem	$46.71

(ii) Two (2) to six (6) years of completed service from the earliest hire date in the Per Diem Nurses Unit or Nurses Unit (except for nurses hired at advanced steps pursuant to the Per Diem Nurses Unit - Step Placement for Newly Hired and Rehired Employees Section of the Salary Rates and Step Advancements Article), provided the nurse has had no break in service.

Per Diem Nurses Unit Salary Schedule Hourly Rate	
Classification	**Salary**
Registered Nurse II – Per Diem	$45.41
Float Pool Nurse – Per Diem	$47.24
Registered Nurse Case Manager – Per Diem	$47.24
Specialty Float Pool Nurse – Per Diem	$47.41
Correctional Nurse – Per Diem	$47.47

(iii) Seven (7) to Eleven (11) years of completed service from the earliest hire date in the Per Diem Nurses Unit or Nurses Unit, provided the nurse has had no break in service.

Per Diem Nurses Unit Salary Schedule Hourly Rate	
Classification	**Salary**
Registered Nurse II – Per Diem	$47.02
Specialty Float Pool Nurse – Per Diem	$47.77
Float Pool Nurse – Per Diem	$49.29
Registered Nurse Case Manager – Per Diem	$49.29
Correctional Nurse – Per Diem	$49.52

(iv) Twelve (12) or more years of completed service from the earliest hire date in the Per Diem Nurses Unit or Nurses Unit, provided the nurse has had no break in service.

Per Diem Nurses Unit Salary Schedule Hourly Rate	
Classification	**Salary**
Registered Nurse II – Per Diem	$47.77
Specialty Float Pool Nurse – Per Diem	$48.52
Float Pool Nurse – Per Diem	$50.04
Registered Nurse Case Manager – Per Diem	$50.04
Correctional Nurse – Per Diem	$50.27

SALARY RATES AND STEP ADVANCEMENTS

Nurses Unit

(a) Step Placement for Newly Hired and Rehired Employees Into the Nurses Unit

Newly hired nurses, including per diem nurses hired into Nurses bargaining Unit positions and nurses who are rehired into the bargaining Unit after a break in service of more than one (1) year, may receive credit for purposes of advanced step placement based on prior experience as a nurse, certifications, education, etc. These nurses may be placed at a step equal to their years of prior RN nursing experience at the time of hire, not to exceed top non-longevity step, except as provided in (b)(1)(iii) and in (b)(2)(ii) below, with the approval of the Appointing Authority or designee.

The County shall provide CNA the name, step, and work unit of newly hired nurses on a quarterly basis.

(b) Step Advancements

Within the base salary range of each Group designation, all step advancements will be made at the beginning of the pay period following the pay period in which the employee completes the required number of service hours. Approval for advancement shall be based upon completion of required service hours in the classification and satisfactory work performance (i.e., a "meets standards" Work Performance Evaluation). An employee whose step advancement is denied shall not be eligible for reconsideration for step advancement except as provided in the Article, "Merit Advancements."

Service hours shall be defined as regularly scheduled hours as a nurse in a paid status, up to eighty (80) hours per pay period. Overtime hours, disability payments, Medical Emergency Leave, and time without pay shall not count toward step advancements. Step advancements within a base salary range shall be based upon one (1) step increments.

The Director of Human Resources or designee may authorize the adjustment of the salary step or salary rate of an employee to maintain salary equity within the system, to prevent undue hardship or unfairness due to the application of any rule or policy, or to correct any salary inequity. The Director of Human Resources or designee may authorize the adjustment of the salary step or salary rate of an employee to correct any payroll error or omission, including any such action which may have arisen in any prior fiscal year.

(1) Advancement for Non-Longevity Steps

(i) The newly hired nurse shall be eligible for the first step advancement after completion of 1,040 hours (except per diem nurses newly hired into bargaining Unit positions and nurses rehired into the bargaining Unit) and subsequent step advancements after completion of 2,080 hours,

provided the nurse has a "meets standards" evaluation upon completion of the required number of hours of service.

EXAMPLE 1 – A nurse is hired as a Registered Nurse II – ARMC. The step progression for this nurse is as follows:

Step Advancement	Step
Hire Step	1
After 1,040 Hours*	2
After 2,080 Hours*	3
After 2,080 Hours*	4
After 2,080 Hours*	5
After each additional 2,080 hours until the top non-longevity step of the range is reached*	6

*Assumes satisfactory work performance and appointing authority recommendation.

(ii) Per diem nurses hired into bargaining Unit positions and nurses rehired into the bargaining Unit (unless rehired at a longevity step pursuant to the Reemployment Article) with fewer than twelve (12) years of completed service shall advance one (1) step through the top non-longevity step, if applicable, of the salary schedule provided the nurse has a "meets standards" evaluation upon completion of each 2,080 hours of service. Other benefits (e.g., vacation accrual rate, sick leave balance, etc.) for rehired regular nurses shall be restored pursuant to the Reemployment Article.

EXAMPLE 2 – A per diem nurse with the equivalent of one (1) year of experience at ARMC and no other prior nurse experience is newly hired into the Nurses bargaining Unit as a Registered Nurse II – ARMC. The step progression for this nurse is as follows:

Step Advancement	Step
Hire Step	3
After 2,080 Hours*	4
After 2,080 Hours*	5
After 2,080 Hours*	6
After 2,080 Hours*	7
After each additional 2,080 hours until the top non-longevity step of the range is reached*	8

*Assumes satisfactory work performance and appointing authority recommendation.

(iii) Nurses rehired into the Nurses bargaining Unit after a break in service of more than one (1) year (beyond the period established pursuant to the Reemployment Article) with more than twelve (12) years of completed service with the County as a nurse may be hired at the appropriate longevity step (e.g., Step, 13, 14 or 15, etc.) based on total years of County service as a nurse. Nurses rehired with a break in service of more than one (1) year shall not be eligible for benefits under the Reemployment Article, but shall be eligible for benefits that are expressly provided under an applicable provision of the Memorandum of Understanding.

EXAMPLE 3 – In year one of this Agreement, a Correctional Nurse II with thirteen (13) years of completed service with the County as a nurse is rehired into the same classification after a break in service of more than one (1) year. The step progression for this nurse is as follows:

Step Advancement	Step
Hire Step	12
After 2,080 Hours	N/A

(iv) An existing nurse with fewer than twelve (12) years as a nurse with the County shall advance to the next step (i.e., Steps 2, then Step 3, then Step 4, etc.) at the nurse's next scheduled WPE due date, provided the nurse has received a "meets standards" WPE.

EXAMPLE 4 – A Public Health Nurse II currently placed at Step 5 shall progress as follows:

Step Advancement	Step
Current Step	5
Next WPE Due Date*	6
After each additional 2,080 hours until the top non-longevity step of the range is reached*	7

*Assumes satisfactory work performance and appointing authority recommendation.

(2) Longevity Steps

(i) Upon completion of the required number of years of service with the County as a nurse, nurses shall advance to the longevity steps (i.e., Steps above the top non-longevity step) based on total years of service with the County as a nurse, provided the nurse has a "meets standards" WPE.

(ii) Per diem nurses hired into Nurses bargaining Unit positions with more than twelve (12) years of County service as a nurse shall be placed at the appropriate longevity step (e.g., Step 13, 14, or 15, etc.) based on total years of County service as a nurse.

EXAMPLE 5 – After December 2016, a per diem nurse with the equivalent of fifteen (15) years of completed service with the County as a nurse is hired into the Nurses bargaining Unit as a Registered Nurse II – ARMC. The step placement for this nurse is as follows:

Step Advancement	Step
Hire Step	14
After 2,080	N/A

For purposes of the Nurses Unit Section of this Article only, a "year of County service as a nurse" shall be defined as 2,080 service hours as a registered nurse, including as a per diem nurse, with the County.

Per Diem Nurses Unit

(a) Step Placement for Newly Hired and Rehired Employees Into the Per Diem Nurses Unit

(1)

(i) Any nurse newly hired or rehired into the Per Diem Nurses bargaining Unit with fewer than two (2) years of prior RN nursing experience at the time of hire shall be placed at the rate for the appropriate classification established for per diem nurses with less than

two (2) years of completed service, pursuant to the Per Diem Nurses Unit Section of the Salary Adjustments Article.

(ii) Any nurse newly hired or rehired into the Per Diem Nurses bargaining Unit with two (2) or more years of prior RN nursing experience at the time of hire may be placed, with the approval of the Appointing Authority or designee, at the rate for the appropriate classification based on his/her years of prior RN nursing experience at the time of hire, not to exceed the rate established for that per diem nurse classification with ten (10) to fourteen (14) years of completed service (or 7 to 11 years of service effective January 9, 2016), pursuant to the Per Diem Nurses Unit Section of the Salary Adjustments Article, except as provided in (a)(2) below.

(iii) For the purposes of (a)(1) of this Per Diem Nurses Unit Section a "newly hired" nurse shall mean a nurse who has not previously worked for the County or a nurse who is hired into the Per Diem Nurses Unit directly from the Nurses Unit.

(2) A nurse newly hired or rehired into the Per Diem Nurses bargaining Unit with 10 or more years of completed service with the County as a nurse (or effective January 9, 2016, 7 or more years of completed service with the County as a nurse) may be placed, with the approval of the Appointing Authority or designee, at the rate for the appropriate classification based on his/her total years of County service as a nurse, not to exceed the highest rate for that per diem nurse classification, as provided in the Per Diem Nurses Unit Section of the Salary Adjustments Article.

For the purposes of (a)(2) of the Per Diem Nurses Unit Section of this Article, a "year of completed service with the County" shall mean completion of a total of twelve (12) full months as a registered nurse including as a per diem nurse.

(b) Salary Rate Advancements

A per diem nurse shall advance to the higher salary rate in that classification once the nurse meets the requirements for advancement provided in the Salary Adjustments Article. Eligibility to advance to a higher rate shall be based on total years of completed service from the earliest hire date in either of the Per Diem Nurses Unit or Nurses Unit, provided the nurse has had no break in service between his/her Per Diem Nurses Unit and Nurses Unit employment dates.

For example, a per diem nurse who completes seven (7) years of service in the Nurses Unit and then is hired into the Per Diem Nurses Unit without a break in service and completes three (3) years in the Per Diem Nurses Unit will be immediately eligible to advance to the higher salary rate (i.e., 10 to 14 year rate or effective January 9, 2016, 7 to 11 year rate) for that classification.

For the purposes of this sub-section (b), a "year of completed service from the earliest hire date" shall mean completion of twelve (12) full months from the earliest hire date in either of the Per Diem Nurses Unit or Nurses Unit, provided the nurse has had no break in service between his/her Per Diem Nurses Unit and Nurses Unit employment dates.

SECTION 125 PREMIUM CONVERSION PLAN

Nurses Unit

(a) Eligible employees shall be provided with a Section 125 Premium Conversion Plan. The purpose of the Plan is to provide employees a choice between paying premiums with either pre-tax salary reductions or after-tax payroll deductions for medical insurance, dental insurance, vision insurance, voluntary life (to the IRS specified limit) and accidental death and dismemberment insurance

premiums. The amount of the pre-tax salary reduction or after-tax payroll deduction must be equal to the required insurance premium.

(b) Benefit Plan elections shall not reduce earnable compensation for purposes of calculating benefits or contributions for the San Bernardino County Employees' Retirement Association.

(c) To be eligible for the Section 125 Premium Conversion Plan, an employee must be eligible to participate in medical, dental, vision, AD&D, and/or life insurance and have a premium deduction for any of these benefit plans.

(d) Election of pre-tax salary reductions and after-tax payroll deductions shall be made within sixty (60) days of the initial eligibility period in a manner and on such forms designated by the Human Resources Employee Benefits and Services Division. Failure to timely submit appropriate paperwork will result in after-tax payroll deductions for all eligible premiums for the remainder of the Plan Year.

(e) Once a salary reduction has begun, in no event will changes in elections be permitted during the Plan year except to the extent permitted under Internal Revenue Service rulings and regulations and with the County's Plan Document. Examples of mid-year qualifying events include: marriage, divorce, birth, adoption, death, over age dependent, reduction in employee's, spouse's or domestic partner's work hours, loss of spouse's or domestic partner's employment, gain or loss of spouse's or domestic partner's insurance, relocation outside an HMO network service area, entitlement to Medicare for employee or dependent, significant increase in County insurance cost during the Plan year, loss or gain of Medi-Cal or Medicaid coverage and spouse's, domestic partner's or dependent's open enrollment. The employee must submit request for a change due to a mid-year qualifying event within sixty (60) days of the qualifying event. The Human Resources Employee Benefits and Services Division will authorize changes as long as the change is made on account of and consistent with an employee's change in status.

SENIORITY, LAYOFF AND RECALL

Nurses Unit

(a) Seniority

Seniority shall be the registered nurse's current beginning (hire) date of continuous service in a regular position with the County.

(b) Layoff

(1) General Provisions

Definition – A layoff is the involuntary separation longer than thirty (30) days of a regular registered nurse without fault of the registered nurse. Layoff applies only to regular positions. A layoff occurs only when there is a surplus of registered nurses, a position is to be deleted from the authorized table of organization, or when funds are withdrawn from a previously funded position.

Furlough – A reduction in hours or involuntary separation not to exceed thirty (30) consecutive work days. The department will make every attempt to seek volunteers before imposing mandatory furloughs. Prior to furlough, the registered nurse and CNA shall be given fourteen (14) days advanced notice. Furloughs are not to alter existing MOU articles on overtime, benefit plan, leave, or merit step advancements. For purposes of overtime, furlough time shall be counted as time actually worked.

A nurse who is furloughed via a reduction in hours shall receive the full leave accruals he/she would have earned had the nurse not been furloughed.

(2) Notification

Whenever an appointing authority believes that a layoff will be necessary, the appointing authority shall submit a layoff plan to the Director of Human Resources for approval. The layoff plan shall include the anticipated number, classification, and position number of registered nurses to be laid off and seniority list by classification of all affected registered nurses. At least twenty (20) days prior to the proposed layoff, CNA will be notified of the proposed layoff and be given a seniority list. Upon request, CNA may meet with the County to discuss the proposed layoff (e.g., impacts, alternatives to layoffs, positions available in other departments, etc.). After a plan has been approved, the registered nurse shall receive formal notification providing options of alternate positions, if applicable, and will be entitled to three (3) work days to return decision to the appointing authority or designee. Registered nurses shall receive ten (10) working days notification prior to layoff or pay in lieu thereof.

(3) Order

Layoffs shall be made in reverse order of seniority with the least senior registered nurse within a department (ARMC, Sheriff, Probation, Public Health, Behavioral Health, etc.) being laid off first provided the remaining nurses have demonstrated competencies to meet the continuing needs of the department. Registered nurse status will be determined as of the date the layoff plan has been approved.

Layoff of nurses shall be accomplished as follows:

(i) A nurse identified for layoff may fill any vacancy in the same or "lower classification" in the County for which the nurse is "qualified." Lower classification means a classification for which the maximum salary rate is lower. Qualified means the necessary skills, education, experience, certification, or credentialing needed to perform the duties of the position. The County will make reasonable efforts to insure that the nurse is properly oriented. A nurse shall not be required to fill a vacancy.

(ii) If there is no vacancy as described in (i), the department shall eliminate the appropriate number of probationary nurses in the affected classification and per diem nurses, in this order, subject to the provisions of this Section.

(iii) If after eliminating probationary employees in the affected classifications and per diems, there is still a surplus of nurses, a nurse in a layoff affected position shall displace the least senior nurse in the same or lower classification in the affected department provided the nurse is qualified. The order of layoff shall be:

- Regular part-time
- Regular full-time

(iv) If no such position exists as described in (iii), the nurse may displace the least senior nurse in the same or lower classification in the County, provided the nurse is qualified.

(v) If filling a vacancy in (i), (iii), or (iv) results in an assignment which the registered nurse considers undesirable, such registered nurse may:

- Be laid off with recall rights

- Voluntarily resign

(c) Recall

Due to the difficulty in recruiting a qualified nursing work force and the need to fill vacancies quickly, a recall list will be established.

(1) As positions become available, the positions shall be offered to a nurse in reverse order of layoff provided the nurse is qualified for the position. A registered nurse who refuses an offer shall be removed from the recall list.

(2) Laid off registered nurses shall remain on recall list for eighteen (18) months.

(3) A nurse who accepts a per diem position with the employer will remain on the recall list while in the per diem position for up to eighteen (18) months.

SHORT-TERM DISABILITY

Nurses Unit

The County agrees to pay the premium for short-term disability insurance for all registered nurses in regular positions budgeted for forty (40) or more hours per pay period who have completed at least two (2) pay periods of continuous service, each with a minimum of one-half plus one hour of scheduled hours of regular paid time. The short-term disability insurance plan benefit coverage shall include a provision for a seven (7) consecutive calendar day waiting period from the first day of disability before benefits begin. Benefits shall be fifty-five percent (55%) of base salary up to a weekly maximum established by the State of California for the State Disability Insurance fund. Benefit payments terminate when the employee is no longer disabled, or after fifty-two (52) weeks of disability.

The County agrees to provide these benefits subject to carrier requirements as specified in the Short Term Disability Policy. Other benefit conditions shall be determined exclusively by the County consistent with State Disability Insurance practices, if applicable.

STANDARD TOUR OF DUTY

Nurses Unit

The standard tour of duty represents the time that an employee is regularly scheduled to work. The employee shall be present at the assigned work location and ready to begin work at the start of the standard tour of duty. For payroll purposes, a regularly scheduled tour of duty which commences before midnight and ends the following day shall be reported as time worked for the day in which the tour of duty began. The appointing authority shall establish the actual number of hours, which comprises the standard tour of duty for each position. The appointing authority may modify or change the number of hours in a standard day, tour of duty or shift for each position to meet the needs of the service. When appointing authorities find it necessary to make such modifications or changes, they shall notify the affected employee(s) in writing indicating the proposed change prior to its implementation advising them to contact CNA or the appointing authority if they have any questions. Any such modifications or changes may not be implemented until the affected employee has received a minimum notice of fourteen (14) calendar days, unless the employee(s) specifically consents to a lesser time period, or in the event of an emergency. If the change affects a significant number of employees, CNA shall be notified. When a change would affect a significant number of employees and CNA requests to meet and confer regarding the impact of the change on employees, the first step, within ten (10) calendar days of the notification of change, shall be to meet to discuss the impact of schedule changes on employees. The phrase "significant number" shall mean: (a) a majority of the employees in this Unit; (b) a majority of the

employees within a department, division, or work unit; or (c) all of the employees within a specific classification in this Unit.

If the parties are unable to reach agreement on the impact of the schedule change, either party may request the assistance of a mediator. The parties shall make every effort to complete the mediation process within thirty (30) calendar days from the date the mediator was requested.

SUCCESSORS

Nurses Unit and Per Diem Nurses Unit

(a) In the event the County contemplates a merger, sale, permanent closure, leasing, assignment, divestiture, or other transfer of ownership and/or management of operations, the Association shall be notified in writing thirty (30) days prior to Board action.

(b) Upon such notice, the Association and the County will promptly meet at the Association's request, to engage in good faith bargaining over the impact of such change.

TEMPORARY PERFORMANCE OF HIGHER LEVEL DUTIES (TEMPORARY PERFORMANCE COMPENSATION)

Nurses Unit

Employees that agree to continuously perform the duties of a vacant higher level position, or employees who agree to the temporary assignment of a project involving the performance of more difficult duties and requiring a greater level of skill(s) may be granted additional compensation. No award shall be made in any situation related to a vacation, short-term illness or other temporary relief. For the purpose of this Article, temporary is defined as six (6) weeks or less. The duration of such assignments are not intended to exceed one (1) calendar year.

Eligibility Criteria

Employees will normally have regular status and not be in a probationary status; and there must be evidence of the employee's ability to competently perform the new assignment as determined by the Director of Human Resources or designee and the employee shall be required to meet standards for satisfactory performance.

Assignment Criteria

Compensation related to project assignments requires the temporary assignment of more difficult duties involving a greater level of skills. Such assignment may be made to allow for employee rotation, enhance upward mobility or to determine the impact of potential operational/organizational changes. The specific, temporary duties must be identified in writing.

Compensation

(a) Temporary Performance Compensation shall be awarded in pay period increments.

(b) Temporary Performance Compensation shall be in the form of a specified percentage of the employee's base pay. The Director of Human Resources or designee will determine the amount in increments of one-half percent (1/2%) from a minimum of two and one-half percent (2-1/2%) up to a maximum of seven and one-half percent (7-1/2%). The bonus will be computed at the specified percentage of the current base pay of the employee for each pay period. The bonus shall be considered earnable compensation and shall be considered part of the employee's regular rate of pay for purposes of

calculating overtime, if applicable. Such increases in pay shall not affect the employee's step advancement in the base range pursuant to the Article on "Salary Rates and Step Advancements."

Requests for Temporary Performance Compensation may be initiated by the appointing authority or an employee via the appointing authority. The appointing authority and the employee bear mutual responsibility for initiating the compensation request in a timely manner and adhering to the compensation provisions defined in this Article. It is important to obtain Human Resources Department review of the request in advance of the date the employee begins the assignment, because there is no guarantee the request will be approved. Temporary Performance Compensation is to be effective only with the Director of Human Resources written approval, assignment of the greater level of duties, and signed acceptance by the employee. Under no circumstances will Temporary Performance Compensation be granted retroactively.

Requests for Temporary Performance Compensation shall be reviewed by the Director of Human Resources or designee. Denial of Temporary Performance Compensation shall not be subject to review, appeal, or the Grievance Procedure.

Representation

RNs performing higher level duties as outlined in this article shall remain in the nurse bargaining unit for the duration of the temporary performance.

TERM

The term of this Memorandum of Understanding shall commence upon approval by the Board of Supervisors, and this Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 a.m. (midnight) of July 21, 2017.

TIME AND LABOR REPORTS

Nurses Unit and Per Diem Nurses Unit

Time and Labor Reports should normally be completed and signed by the employee. Employees shall be provided a copy of any Time and Labor Report whenever said report is submitted without the employee's signature. Payroll specialists who handle Time and Labor Reports shall make every effort to contact the employee regarding any correction to the time shown on said report and explain the reasons for the change before the report is submitted to the Auditor's Office for processing. In all cases where corrections are made in the presence of the employee and accepted, the employee shall approve such corrections by signing a new Time and Labor Report. If time does not allow for this procedure because of the Auditor's deadline, the payroll specialist shall notify the employee of the correction and that an adjustment will be made in a subsequent pay warrant. Unless otherwise provided in this Agreement, time shall be reported in increments of full fifteen (15) minutes actually worked for pay purposes.

The County reserves the right to use other time accumulation devices. If errors result from the improper or unclear preparation of Time and Labor Reports by the employee, the employee shall hold harmless the County for any delays in warrant processing.

TUITION REIMBURSEMENT AND CONTINUING EDUCATION UNITS

Nurses Unit

The County has established for the Nurses Unit a tuition reimbursement procedure to encourage all nurses to pursue educational opportunities and involvement in organizations to enhance their contribution as County

employees and assist in their career development. Both parties recognize the importance of continued quality improvement and strongly encourage the utilization of opportunities assisted by this Article.

Registered nurses shall be entitled to an individual, departmental fund in the amount of seven hundred dollars ($700.00) per fiscal year for each employee in a regular position budgeted and scheduled for more than forty (40) hours per pay period to reimburse employees for tuition costs incurred for completing Continuing Education Units (CEU) or for completion of college coursework leading towards a Bachelor's or Master's degree in Nursing or Public Health. Any unused tuition funds may be carried over one fiscal year. The maximum total amount available for one fiscal year, including carried over funds, shall not exceed a total of fourteen hundred dollars ($1,400.00).

Continuing Education Unit tuition reimbursement shall be utilized for registered nurse license renewal requirements and fees, and/or job related education, and/or job related re-certification test where the original certification course was eligible for reimbursement under this article, provided such CEU education enhances County and/or personal continuing educational goals. Continuing Education Unit tuition costs will be reimbursed only if: (a) the CEU course is approved by the California Board of Registered Nursing (BRN); and (b) the department has made prior approval of this course.

Requests for reimbursement must be approved in advance by the appointing authority and shall not be paid in increments less than ten dollars ($10.00) per fiscal year. Requests for reimbursement shall not be unreasonably denied. Employee initiated education or career development shall not be considered as time actually worked for purposes of computing overtime and normally shall not occur during regular work hours except that which has the prior approval of the appointing authority.

No Unit member shall receive tuition reimbursement in excess of the limitation determined by the Internal Revenue Service. Eligibility for reimbursement is contingent upon an approved course or seminar, completed with, where applicable, a grade of "C" or better or "pass" when taken on a pass/fail basis, except in extenuating circumstances where such a situation as verifiable illness prevents an individual from completing a course.

USE OF BULLETIN BOARDS

Nurses Unit and Per Diem Nurses Unit

The County will furnish CNA a reasonable portion of existing bulletin board space in each department/facility in which there are employees represented by CNA to post notices. Only areas designated by the appointing authority may be used for posting of notices. Bulletin boards shall only be used for the following notices:

(a) Scheduled CNA meetings, agenda and minutes.

(b) Information on CNA elections and the results.

(c) Information regarding CNA social, recreational, and related news bulletins.

(d) Official business of CNA, including reports of committees or the Board of Directors.

County equipment, materials, or supplies shall not be used for the preparation, reproduction, or distribution of notices, nor shall such notices be prepared by County employees during their regular work time. CNA may utilize the County's interdepartmental mail system provided CNA picks up and delivers necessary bulletins to the mail room, delivery to be concurrent with regular routes with no special trips made by the County, and CNA holds the County harmless against any loss or delays in delivery.

Posted notices, notices sent through interoffice mail, or placed in an employee's County mailbox, shall not contain attacks of a personal nature, disparage or be critical of the County or its employees, violate any Federal,

State or County law or policy, pertain to public issues which do not involve the County or its relations with County employees or be obscene, defamatory, or of a political nature. All notices to be posted or distributed must be dated and signed by an authorized representative of CNA, with a copy to be submitted (delivered or faxed) to the Employee Relations Division Manager or designee for review prior to posting or distribution.

In cases where CNA represents more than one (1) authorized employee representation Unit at a work location, the space described above will become the bulletin board space for all employees represented by CNA at that work location.

USE OF COUNTY RESOURCES

Nurses Unit and Per Diem Nurses Unit

CNA will be granted permission to use County facilities for the purpose of meeting with employees to conduct its internal affairs during non-work hours, provided space for such meetings can be made available without interfering with County needs. Permission to use County facilities must be obtained by CNA from the appropriate appointing authority. CNA shall be held fully responsible for any damages to and the security of any County facilities that are used by CNA. No County vehicles, equipment, computers, time, or supplies may be used in connection with any activity of CNA, except as may be otherwise provided in this Agreement. The use of County e-mail systems by CNA and bargaining Unit employees to broadcast union notices is prohibited.

VISION CARE INSURANCE

Nurses Unit

Subject to carrier requirements, the County will pay the premiums for vision care insurance for all employees (employee-only coverage) in regular positions scheduled and paid at least forty-one (41) hours per pay period or if the County is required to continue such paid coverage pursuant to applicable law (e.g., FMLA, etc.). If an employee is no longer eligible for County-paid vision care insurance, the employee will have the option of enrolling in COBRA continuation coverage. Employees may purchase vision care insurance for eligible dependents at the employee's cost, subject to approval by the Employee Benefits Division.

VOLUNTARY TIME OFF

Nurses Unit

Voluntary Time Off (VTO) Program is intended to provide employees a means of taking unpaid (i.e., non-compensated) time off work without losing fringe benefits (e.g., Medical Premium Subsidy, Opt-Out/Waive contributions, Vision, RMT, Life Insurance), which depend on the employee being in a paid status during a pay period. The following conditions apply:

(a) VTO may be taken at the discretion of the appointing authority in one (1) hour increments. There shall be no limit for VTO time taken. An employee requesting VTO must have leave balances, excluding sick leave that equal or exceed the amount of VTO being requested.

(b) When VTO is taken, leave accruals continue as if the employee were on paid time. Vacation maximum accrual limits will be extended by the amount of VTO taken provided that the employee takes the vacation time off during the first thirteen (13) pay periods of the following calendar year. VTO time counts as time worked toward satisfying the minimum hour requirement to receive the fringe benefits, such as Medical Premium Subsidy, Opt-Out/Waive contributions, County-paid life insurance, and County-paid vision care.

(c) Contribution to the retirement system under the Retirement System Contributions Article will only be paid if the employee is in a paid status in any pay period in which VTO is used and the employee receives enough earnings to pay his/her retirement contribution in that pay period, subject to applicable law.

(d) VTO may not be used for situations that would otherwise require leave without pay or in conjunction with leave without pay. VTO may be used only by an employee who is otherwise on paid status.

(e) VTO is an entirely voluntary program. No employee may be required to take VTO.

(f) VTO may be taken by request of the employee and upon approval of the appointing authority.

WORK DISRUPTION

Nurses Unit and Per Diem Nurses Unit

The parties agree that the duties performed and services provided by Unit employees are essential to the health, safety and welfare of the public. The parties further agree that adequate processes are available to address and/or remedy concerns that may arise during the term of this MOU and any extensions. As such, no work disruptions shall be caused or sanctioned by CNA, or any Unit employees individually or collectively, during the term of this Agreement. Work disruptions include, but are not limited to, sit-down, stay-in, speed-up, or slowdown in any operation of the County of San Bernardino, actions taken in sympathy with any group or cause concerning employment terms or conditions, or any curtailment of work, disruption, or interference with the operations of the County of San Bernardino. The parties shall endeavor to discourage any such work disruptions and make positive efforts to return employees to their jobs or cease the prohibited conduct. The parties acknowledge that participation of any employee in a concerted work action against the County is grounds for disciplinary action, including termination. In the event disciplinary action is taken, the only issue in any appeal shall be whether or not the employee engaged in conduct prohibited by this Article. The parties agree that no lockout of employees shall be instituted by the County during the term of this Agreement, unless such work disruptions occur.

Appendix A

Job Code	Classification
03243	Clinical Nurse Specialist
18066	Correctional Nurse - Per Diem
18061	Correctional Nurse I
18062	Correctional Nurse II
18063	Correctional Nurse III
05118	Emergency Medical Services Registered Nurse
18073	Float Pool Registered Nurse
03342	Float Pool Registered Nurse - Per Diem
08074	Hospital Employee Health Nurse
25902	Hospital Risk Coordinator
13155	Mental Health Nurse I
13160	Mental Health Nurse II
14020	Nurse Educator
14025	Nurse Epidemiologist
14012	Nurse Informatics Coordinator
14030	Nurse Practitioner I
14035	Nurse Practitioner II
14054	Nurse Recruiter
14013	Nursing Program Coordinator
14064	Occupational Health Nurse
16370	Public Health Nurse I
16375	Public Health Nurse II
21011	Quality Management Nurse
14037	Registered Cardiopulmonary Nurse
18207	Registered Nurse - PSD
18069	Registered Nurse Case Manager
03346	Registered Nurse Case Manager - Per Diem
18070	Registered Nurse I - ARMC
18064	Registered Nurse I - Clinic
03339	Registered Nurse I - Per Diem
18071	Registered Nurse I - PH
18075	Registered Nurse II - ARMC
18065	Registered Nurse II - Clinic
03340	Registered Nurse II - Per Diem
18077	Registered Nurse II - PH
03347	RN Care Manager
03344	Specialty Float Pool Nurse
03345	Specialty Float Pool Nurse - Per Diem
21008	Utilization Review Performance Improvement Nurse

APPENDIX B

Salary Schedules

Effective the First Full Pay Period Following BOS Approval	Non-Longevity Steps											Longevity Steps			
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
												12 years	15 years	20 years	25 years
Group 1															
Clinical Nurse Specialist	$ 39.05	$ 39.93	$41.03	$ 42.26	$ 43.31	$ 44.39	$ 45.50	$ 46.64	$ 47.34	$ 48.34	$ 49.55	$ 50.68	$ 52.46	$ 53.24	$ 54.04
Group 2															
Nurse Practitioner II	$ 39.05	$ 39.93	$40.83	$ 42.05	$ 43.10	$ 44.17	$ 45.28	$ 46.42	$ 47.11	$ 47.91	$ 48.33	$ 48.75	$ 49.72	$ 50.47	$ 51.22
Group 3															
Correctional Nurse III **Hospital Risk Coordinator** **Nurse Epidemiologist**	$ 35.71	$ 36.51	$37.53	$ 38.66	$ 39.63	$ 40.66	$ 41.67	$ 42.75	$ 43.81	$ 44.90	$ 46.71	$ 47.78	$ 48.72	$ 49.43	$ 50.16
Group 4															
Correctional Nurse II **Hospital Employee Health Nurse** **Nurse Educator** **Nurse Informatics Coordinator** **Nursing Program Coordinator** **RN Care Manager**	$ 34.02	$ 34.78	$35.77	$ 37.38	$ 38.32	$ 39.31	$ 40.30	$ 41.35	$ 42.38	$ 43.43	$ 44.51	$ 45.53	$ 46.43	$ 47.13	$ 47.82
Group 5															
Specialty Float Pool Nurse	$ 33.54	$ 34.38	$35.12	$ 35.86	$ 36.87	$ 37.75	$ 38.64	$ 39.37	$ 40.36	$ 41.36	$ 42.38	$ 44.47	$ 45.32	$ 45.97	$ 46.62
Group 6															
Float Pool RN **Nurse Recruiter** **Occupational Health Nurse** **Quality Management Nurse** **Registered Nurse Case Manager**	$ 32.38	$ 33.12	$34.06	$ 35.07	$ 35.95	$ 37.44	$ 38.38	$ 39.37	$ 40.36	$ 41.36	$ 42.38	$ 43.36	$ 44.22	$ 44.87	$ 45.54
Group 7															
Mental Health Nurse II **Public Health Nurse II** **Registered Cardio-Pulmonary Nurse** **Registered Nurse II - ARMC** **Utilization Review/Perf Improv Nurse** **Nurse Practitioner I**	$ 31.28	$ 31.99	$32.92	$ 33.89	$ 34.73	$ 35.65	$ 36.54	$ 38.04	$ 39.41	$ 40.40	$ 41.40	$ 42.48	$ 43.38	$ 44.03	$ 44.68
Group 8															
Registered Nurse II - Clinic **Registered Nurse II - Public Health**	$ 30.93	$ 31.62	$32.54	$ 33.51	$ 34.34	$ 35.23	$ 36.11	$ 37.07	$ 37.99	$ 38.93	$ 39.89	$ 40.83	$ 41.65	$ 42.26	$ 42.88
Group 9															
Correctional Nurse I	$ 30.09	$ 30.77	$31.66	$ 32.61	$ 33.42	$ 34.29	$ 35.14	$ 36.07	$ 36.96	$ 37.88	$ 38.82	$ 39.74	$ 40.53	$ 41.13	$ 41.74
Group 10															
Emergency Medical Services RN	$ 28.54	$ 29.18	$30.03	$ 30.93	$ 31.70	$ 32.53	$ 33.34	$ 34.23	$ 35.07	$ 35.94	$ 37.39	$ 38.29	$ 39.04	$ 39.61	$ 40.20
Group 11															
Mental Health Nurse I **Public Health Nurse I**	$ 28.54	$ 29.18	$30.03	$ 30.93	$ 31.70	$ 32.53	$ 33.34	$ 34.23	$ 35.07	$ 35.94	$ 36.83	$ 37.72	$ 38.46	$ 39.02	$ 39.60
Group 12															
Registered Nurse I - ARMC	$ 26.65	$ 27.32	$27.94	$ 28.57	$ 29.43	$ 30.16	$ 30.91	$ 31.69	$ 32.47	$ 32.97	$ 33.46	$ 34.05	$ 34.72	$ 35.24	$ 35.77
Group 13															
Registered Nurse I - Clinic **Registered Nurse I - Public Health** **Registered Nurse - PSD**	$ 24.16	$ 24.76	$25.32	$ 25.88	$ 26.66	$ 27.32	$ 28.01	$ 28.71	$ 29.43	$ 29.87	$ 30.32	$ 30.84	$ 31.46	$ 31.93	$ 32.41

Effective August 22, 2015	Non-Longevity Steps											Longevity Steps			
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
												12 years	15 years	20 years	25 years
Group 1															
Clinical Nurse Specialist	$ 39.05	$ 40.53	$41.64	$ 42.90	$ 43.96	$ 45.06	$ 46.18	$ 47.34	$ 48.05	$ 49.07	$ 50.29	$ 51.44	$ 53.24	$ 54.04	$ 54.85
Group 2															
Nurse Practitioner II	$ 39.05	$ 40.53	$41.45	$ 42.68	$ 43.74	$ 44.84	$ 45.96	$ 47.11	$ 47.81	$ 48.63	$ 49.05	$ 49.48	$ 50.47	$ 51.22	$ 51.99
Group 3															
Correctional Nurse III **Hospital Risk Coordinator** **Nurse Epidemiologist**	$ 35.71	$ 37.06	$38.09	$ 39.24	$ 40.22	$ 41.27	$ 42.30	$ 43.39	$ 44.47	$ 45.57	$ 47.41	$ 48.49	$ 49.45	$ 50.17	$ 50.91
Group 4															
Correctional Nurse II **Hospital Employee Health Nurse** **Nurse Educator** **Nurse Informatics Coordinator** **Nursing Program Coordinator** **RN Care Manager**	$ 34.02	$ 35.30	$36.31	$ 37.94	$ 38.89	$ 39.90	$ 40.90	$ 41.97	$ 43.01	$ 44.08	$ 45.18	$ 46.22	$ 47.12	$ 47.83	$ 48.53
Group 5															
Specialty Float Pool Nurse	$ 33.54	$ 34.90	$35.65	$ 36.40	$ 37.42	$ 38.32	$ 39.22	$ 39.96	$ 40.96	$ 41.98	$ 43.01	$ 45.13	$ 46.00	$ 46.66	$ 47.32
Group 6															
Float Pool RN **Nurse Recruiter** **Occupational Health Nurse** **Quality Management Nurse** **Registered Nurse Case Manager**	$ 32.38	$ 33.62	$34.57	$ 35.60	$ 36.49	$ 38.01	$ 38.95	$ 39.96	$ 40.96	$ 41.98	$ 43.01	$ 44.01	$ 44.89	$ 45.55	$ 46.23
Group 7															
Mental Health Nurse II **Public Health Nurse II** **Registered Cardio-Pulmonary Nurse** **Registered Nurse II - ARMC** **Utilization Review/Perf Improv Nurse** **Nurse Practitioner I**	$ 31.28	$ 32.47	$33.41	$ 34.40	$ 35.25	$ 36.18	$ 37.09	$ 38.61	$ 40.00	$ 41.00	$ 42.02	$ 43.11	$ 44.03	$ 44.69	$ 45.35
Group 8															
Registered Nurse II - Clinic **Registered Nurse II - Public Health**	$ 30.93	$ 32.09	$33.03	$ 34.01	$ 34.85	$ 35.76	$ 36.66	$ 37.62	$ 38.56	$ 39.51	$ 40.49	$ 41.45	$ 42.27	$ 42.90	$ 43.53
Group 9															
Correctional Nurse I	$ 30.09	$ 30.77	$31.66	$ 32.61	$ 33.42	$ 34.29	$ 35.14	$ 36.07	$ 36.96	$ 37.88	$ 38.82	$ 39.74	$ 40.53	$ 41.13	$ 41.74
Group 10															
Emergency Medical Services RN	$ 28.54	$ 29.62	$30.48	$ 31.40	$ 32.17	$ 33.02	$ 33.84	$ 34.74	$ 35.60	$ 36.48	$ 37.95	$ 38.86	$ 39.62	$ 40.20	$ 40.80
Group 11															
Mental Health Nurse I **Public Health Nurse I**	$ 28.54	$ 29.18	$30.03	$ 30.93	$ 31.70	$ 32.53	$ 33.34	$ 34.23	$ 35.07	$ 35.94	$ 36.83	$ 37.72	$ 38.46	$ 39.02	$ 39.60
Group 12															
Registered Nurse I - ARMC	$ 26.65	$ 27.32	$27.94	$ 28.57	$ 29.43	$ 30.16	$ 30.91	$ 31.69	$ 32.47	$ 32.97	$ 33.46	$ 34.05	$ 34.72	$ 35.24	$ 35.77
Group 13															
Registered Nurse I - Clinic **Registered Nurse I - Public Health** **Registered Nurse - PSD**	$ 24.16	$ 24.76	$25.32	$ 25.88	$ 26.66	$ 27.32	$ 28.01	$ 28.71	$ 29.43	$ 29.87	$ 30.32	$ 30.84	$ 31.46	$ 31.93	$ 32.41

Effective July 23, 2016	Non-Longevity Steps												Longevity Steps				
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 11A	Step 12	Step 13	Step 14	Step 15	Step 16
												Temporary Step	12 years	15 years	20 years	25 years	30 years
Group 1																	
Clinical Nurse Specialist	$39.05	$40.53	$41.64	$42.90	$43.96	$ 45.06	$46.18	$47.34	$48.05	$49.07	$50.29	$ 51.30	$52.47	$54.31	$55.12	$55.95	$57.07
Group 2																	
Nurse Practitioner II	$ 39.05	$40.53	$41.45	$42.68	$43.74	$ 44.84	$45.96	$47.11	$47.81	$48.63	$49.05	$ 50.04	$50.47	$51.48	$52.25	$53.02	$54.09
Group 3																	
Correctional Nurse III **Hospital Risk Coordinator** **Nurse Epidemiologist**	$35.71	$37.06	$38.09	$39.24	$40.22	$ 41.27	$42.30	$43.39	$44.47	$45.57	$47.41	$ 48.36	$49.46	$50.44	$51.18	$51.93	$52.97
Group 4																	
Correctional Nurse II **Hospital Employee Health Nurse** **Nurse Educator** **Nurse Informatics Coordinator** **Nursing Program Coordinator** **RN Care Manager**	$34.02	$35.30	$36.31	$37.94	$38.89	$ 39.90	$40.90	$41.97	$43.01	$44.08	$45.18	$ 46.08	$47.14	$48.06	$48.79	$49.50	$50.49
Group 5																	
Specialty Float Pool Nurse	$ 33.54	$34.90	$35.65	$36.40	$37.42	$ 38.32	$39.22	$39.96	$40.96	$41.98	$43.01	$ 43.87	$46.04	$46.92	$47.59	$48.27	$49.23
Group 6																	
Float Pool RN **Nurse Recruiter** **Occupational Health Nurse** **Quality Management Nurse** **Registered Nurse Case Manager**	$32.38	$33.62	$34.57	$35.60	$36.49	$ 38.01	$38.95	$39.96	$40.96	$41.98	$43.01	$ 43.87	$44.89	$45.78	$46.46	$47.15	$48.09
Group 6A																	
Mental Health Nurse II **Public Health Nurse II** **Registered Nurse II - ARMC**	$32.38	$33.62	$34.57	$35.60	$36.49	$ 38.01	$38.95	$39.96	$40.96	$41.98	$43.01	N/A	$44.01	$44.91	$45.58	$46.26	$47.18
Group 7																	
Registered Cardio-Pulmonary Nurse **Utilization Review/Perf Improv Nurse** **Nurse Practitioner I**	$31.28	$32.47	$33.41	$34.40	$35.25	$ 36.18	$37.09	$38.61	$40.00	$41.00	$42.02	$ 42.86	$43.98	$44.91	$45.58	$46.26	$47.18
Group 8																	
Registered Nurse II - Clinic **Registered Nurse II - Public Health**	$30.93	$32.09	$33.03	$34.01	$34.85	$ 35.76	$36.66	$37.62	$38.56	$39.51	$40.49	$ 41.30	$42.27	$43.12	$43.76	$44.40	$45.29
Group 9																	
Correctional Nurse I	$ 30.09	$30.77	$31.66	$32.61	$33.42	$ 34.29	$35.14	$36.07	$36.96	$37.88	$38.82	N/A	$39.74	$40.53	$41.13	$41.74	$44.29
Group 10																	
Emergency Medical Services RN	$28.54	$29.62	$30.48	$31.40	$32.17	$ 33.02	$33.84	$34.74	$35.60	$36.48	$37.95	$ 38.71	$39.64	$40.42	$41.01	$41.61	$42.45
Group 11																	
Mental Health Nurse I **Public Health Nurse I**	$28.54	$29.18	$30.03	$30.93	$31.70	$ 32.53	$33.34	$34.23	$35.07	$35.94	$36.83	N/A	$37.72	$38.46	$39.02	$39.60	$40.39
Group 12																	
Registered Nurse I - ARMC	$26.65	$27.32	$27.94	$28.57	$29.43	$ 30.16	$30.91	$31.69	$32.47	$32.97	$33.46	N/A	$34.05	$34.72	$35.24	$35.77	$35.77
Group 13																	
Registered Nurse I - Clinic **Registered Nurse I - Public Health** **Registered Nurse - PSD**	$24.16	$24.76	$25.32	$25.88	$26.66	$ 27.32	$28.01	$28.71	$29.43	$29.87	$30.32	N/A	$30.84	$31.46	$31.93	$32.41	$32.41

Effective December 10, 2016	Non-Longevity Steps													Longevity Steps				
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 12A	Step 13	Step 14	Step 15	Step 16	Step 17
													Temporary Step	12 years	15 years	20 years	25 years	30 years
Group 1																		
Clinical Nurse Specialist	$39.05	$40.53	$41.64	$42.90	$43.96	$45.06	$ 46.18	$47.34	$48.05	$49.07	$50.29	$50.92	$ 51.94	$ 53.12	$ 54.99	$ 55.80	$ 56.65	$ 57.78
Group 2																		
Nurse Practitioner II	$39.05	$40.53	$41.45	$42.68	$43.74	$44.84	$ 45.96	$47.11	$47.81	$48.63	$49.05	$49.67	$ 50.66	$ 51.10	$ 52.12	$ 52.90	$ 53.69	$ 54.76
Group 3																		
Correctional Nurse III **Hospital Risk Coordinator** **Nurse Epidemiologist**	$35.71	$37.06	$38.09	$39.24	$40.22	$41.27	$ 42.30	$43.39	$44.47	$45.57	$47.41	$48.00	$ 48.96	$ 50.08	$ 51.07	$ 51.82	$ 52.58	$ 53.63
Group 4																		
Correctional Nurse II **Hospital Employee Health Nurse** **Nurse Educator** **Nurse Informatics Coordinator** **Nursing Program Coordinator** **RN Care Manager**	$34.02	$35.30	$36.31	$37.94	$38.89	$39.90	$ 40.90	$41.97	$43.01	$44.08	$45.18	$45.74	$ 46.65	$ 47.73	$ 48.67	$ 49.40	$ 50.12	$ 51.13
Group 5																		
Specialty Float Pool Nurse	$33.54	$34.90	$35.65	$36.40	$37.42	$38.32	$ 39.22	$39.96	$40.96	$41.98	$43.01	$43.55	$ 44.42	$ 46.61	$ 47.50	$ 48.19	$ 48.87	$ 49.85
Group 6																		
Float Pool RN **Nurse Recruiter** **Occupational Health Nurse** **Quality Management Nurse** **Registered Nurse Case Manager**	$32.38	$33.62	$34.57	$35.60	$36.49	$38.01	$ 38.95	$39.96	$40.96	$41.98	$43.01	$43.55	$ 44.42	$ 45.45	$ 46.36	$ 47.04	$ 47.74	$ 48.69
Group 6A																		
Mental Health Nurse II **Public Health Nurse II** **Registered Nurse II - ARMC**	$32.38	$33.62	$34.57	$35.60	$36.49	$38.01	$ 38.95	$39.96	$40.96	$41.98	$43.01	$43.55	N/A	$ 44.56	$ 45.47	$ 46.15	$ 46.84	$ 47.77
Group 7																		
Registered Cardio-Pulmonary Nurse **Utilization Review/Perf Improv Nurse** **Nurse Practitioner I**	$31.28	$32.47	$33.41	$34.40	$35.25	$36.18	$ 37.09	$38.61	$40.00	$41.00	$42.02	$42.55	$ 43.40	$ 44.53	$ 45.47	$ 46.15	$ 46.84	$ 47.77
Group 8																		
Registered Nurse II - Clinic **Registered Nurse II - Public Health**	$30.93	$32.09	$33.03	$34.01	$34.85	$35.76	$ 36.66	$37.62	$38.56	$39.51	$40.49	$40.99	$ 41.81	$ 42.80	$ 43.65	$ 44.30	$ 44.95	$ 45.85
Group 9																		
Correctional Nurse I	$30.09	$30.77	$31.66	$32.61	$33.42	$34.29	$ 35.14	$36.07	$36.96	$37.88	$38.82	$39.31	N/A	$ 40.24	$ 41.04	$ 41.64	$ 42.26	$ 44.84
Group 10																		
Emergency Medical Services RN	$28.54	$29.62	$30.48	$31.40	$32.17	$33.02	$ 33.84	$34.74	$35.60	$36.48	$37.95	$38.42	$ 39.19	$ 40.13	$ 40.92	$ 41.52	$ 42.13	$ 42.98
Group 11																		
Mental Health Nurse I **Public Health Nurse I**	$28.54	$29.18	$30.03	$30.93	$31.70	$32.53	$ 33.34	$34.23	$35.07	$35.94	$36.83	$38.31	N/A	$ 38.19	$ 38.94	$ 39.51	$ 40.10	$ 40.90
Group 12																		
Registered Nurse I - ARMC	$26.65	$27.32	$27.94	$28.57	$29.43	$30.16	$ 30.91	$31.69	$32.47	$32.97	$33.46	$33.88	N/A	$ 34.48	$ 35.16	$ 35.68	$ 36.22	$ 36.22
Group 13																		
Registered Nurse I - Clinic **Registered Nurse I - Public Health** **Registered Nurse - PSD**	$24.16	$24.76	$25.32	$25.88	$26.66	$27.32	$ 28.01	$28.71	$29.43	$29.87	$30.32	$30.70	N/A	$ 31.23	$ 31.85	$ 32.33	$ 32.82	$ 32.82

APPENDIX C

Side Letter - Low Census

If during the term of this Agreement the County determines that conditions exist that, due to low patient census, would require the County to implement measures to deal with such conditions, the parties shall meet in good faith regarding the impact of addressing those conditions. During the term of the Agreement the parties shall continue discussions to reach a resolution on temporary unit closures.

APPENDIX D

Side Letter - New Benefit Option

The County and CNA agree to meet in good faith within 60 days of April 21, 2015 to begin establishing a new Registered Nurse Modified Benefit Option available to MHN I and II, RN I – ARMC, RN II – ARMC classifications and other agreed-upon classifications. Prior to the expiration of the MOU the County and CNA shall meet to discuss the effectiveness of the Modified Benefit Option.

APPENDIX E

Side Letter - Overtime

The County and CNA agree to meet and confer within 60 days from April 21, 2015 to establish parameters of sick leave restriction plans and to define related terms, e.g. “pre-approved”. Upon completion of the County and CNA's meet and confer regarding the establishment of parameters of sick leave restriction plans, sick leave that is used by employees on leave restriction plans, except pre-approved sick leave, shall not be considered as time actually worked for the purpose of calculating overtime.

APPENDIX F

Side Letter – Reclassification Study

During the time of this agreement the parties agree to establish a committee to research and discuss clinical ladder/specialist class concept.

APPENDIX G

Side Letter – Shift Differential

A nurse eligible to receive a shift differential will receive it for the total number of hours worked during that shift, including any overtime hours. However, the shift differential will not be paid at premium rates (i.e. a $2.00 per hour shift differential will not be paid at $3.00).

APPENDIX H

Title 16, California Code of Regulations

1443.5. Standards of Competent Performance

A registered nurse shall be considered to be competent when he/she consistently demonstrates the ability to transfer scientific knowledge from social, biological and physical sciences in applying the nursing process, as follows:

(1) Formulates a nursing diagnosis through observation of the client's physical condition and behavior, and through interpretation of information obtained from the client and others, including the health team.

(2) Formulates a care plan, in collaboration with the client, which ensures that direct and indirect nursing care services provide for the client's safety, comfort, hygiene, and protection, and for disease prevention and restorative measures.

(3) Performs skills essential to the kind of nursing action to be taken, explains the health treatment to the client and family and teaches the client and family how to care for the client's health needs.

(4) Delegates tasks to subordinates based on the legal scopes of practice of the subordinates and on the preparation and capability needed in the tasks to be delegated, and effectively supervises nursing care being given by subordinates.

(5) Evaluates the effectiveness of the care plan through observation of the client's physical condition and behavior, signs and symptoms of illness, and reactions to treatment and through communication with the client and health team members, and modifies the plan as needed.

(6) Acts as the client's advocate, as circumstances require, by initiating action to improve health care or to change decisions or activities which are against the interests or wishes of the client, and by giving the client the opportunity to make informed decisions about health care before it is provided.

Note: Authority cited: Section 2715, Business and Professions Code. Reference: Sections 2725 and 2761, Business and Professions Code.

History:
1. New section filed 6-17-85; effective thirtieth day thereafter (Register 85, No. 25).

APPENDIX I

Summary of AB 340

CSAC Summary of Pension Reform Bill

1. Establishes new pension formulas for new employees hired on or after January 1, 2013. All new employees in the miscellaneous classification will receive a 2% @ 62 benefit formula with a full benefit of 2.5% @ 67.
2. Establishes a cap on the amount of compensation that can be used to determine pension benefits. The cap is based on the social security contribution and benefit base as specified on January 1, 2013, currently $110,100. The cap for employees not receiving social security benefits is 120 percent of the social security base or $132,120. The cap will be adjusted annually based on changes to the Consumer Price Index.
3. Establishes a cap on the contributions to any retirement benefit for employees, including defined contribution plans, at the IRS 401 (a) limits, currently $250,000. For any employees earning more than $250,000, employers are prohibited from making contributions to any retirement benefit on salary amounts above $250,000.
4. Restricts the use of supplemental defined benefit plans. The bill prohibits the establishment of new supplemental defined benefit plans and requires that no additional employee group be added to existing plans.
5. Establishes as a standard that employees pay at least 50 percent of the normal costs of pension benefits and prohibits employers from paying the employee share of that cost. All new employees will be required to pay 50 percent of the normal costs of their pensions on January 1, 2013. Beginning in 2018, if existing employees are not paying 50 percent of normal pension costs or have not agreed to other cost sharing agreements authorized in the bill, counties can negotiate increased contributions of 50 percent of normal costs up to specified new contribution caps. The 50 percent requirements for existing employees achieved pursuant to this section of the bill do not require agreement by employee representatives and can be imposed after good faith negotiations.
6. Authorizes local agencies, including counties, to negotiate cost sharing agreements that include the costs of the unfunded pension liability. Cost sharing must be by agreement between the employer and employee representatives; however, additional new authority provides that the agreement may be reached bargaining unit-by-bargaining unit, rather than requiring all safety or all non-safety employees to agree.
7. Requires final compensation for new employees to be calculated based on the highest average annual pensionable compensation earned during a period of at least three years.
8. Defines a new employee as an individual who has never been a member of any public retirement system prior to January 1, 2013 or an individual who has moved between public employers or retirement systems and had more than a 6 month break in service. If an employee moves to a new public employer within six months of leaving a previous public employer and maintains pension system reciprocity with the new employer, then the employee would be entitled to the pension benefit that was available to the similar employee group on December 31, 2012, rather than be treated as a new employee.
9. Eliminates pension spiking for new employees with a strict definition of "pensionable compensation." The new definition does not include payments for items such as vacation, sick leave, vehicle allowance, uniform allowance, and employer contributions to defined benefit plans.
10. Limits pension spiking for existing employees. The bill attempts to restrict some items of pensionable compensation for existing employees by allowing only the amount earned and payable in each 12-month period during the final average pay period. Late amendments attempt to clarify that the new pension spiking rules are intended to be consistent with case law.
11. Provides the 1937 Act retirement boards of counties with new authority to assess and determine whether pension spiking has occurred, including the authority to audit the county or district. Additionally, authorizes retirement boards to assess a county or district a reasonable fee to cover the

cost of audit, adjustment, or correction to new requirements for reporting compensation to the retirement system.

12. Restricts the use of retired annuitants. Prohibits a retired annuitant from returning to service before 180 days has passed unless the employer certifies the appointment is necessary to fill a critically needed position before 180 days and the appointment has been approved by the governing body of the employer in a public meeting. (The 180 prohibition does not apply to a retiree who is a public safety officer or firefighter.)
13. Prohibits employers from providing health vesting schedules and pension contribution rates for non-represented individuals and elected or appointed officials that are more advantageous than those provided for represented employees in related membership classifications.
14. Prohibits retroactive pension benefit increases. Any future pension benefit enhancements would apply to future service only. Note—statutory authority would be necessary to provide any benefits above what is authorized in the reform bill.
15. Prohibits the purchase of nonqualified service credit (air-time).
16. Prohibits contribution holidays. Pension boards may suspend contributions if a plan is 120 percent funded or if the retirement system determines that additional contributions would jeopardize the tax status or otherwise harm the plan.
17. Limits the ability of individuals who have committed specified felonies to collect a public pension related to that office or position.

Local retirement boards determine earnable compensation for their members. This document is intended to only be a general summary and broad overview of AB 340 and should not be construed as the County's final position as additional facts or future developments may affect the implementation of this law.

APPENDIX J

APPROVAL BY BOARD OF SUPERVISORS

This Agreement is subject to approval by the Board of Supervisors. The parties hereto agree to perform whatever acts are necessary, both jointly, and separately, to urge the Board to approve and enforce this Agreement.

Following approval of this Agreement by the Board, its terms and conditions shall be implemented by appropriate ordinance, resolution or other appropriate lawful action.

Date: APR 2 0 2015

COUNTY OF SAN BERNARDINO

BOB WINDLE
Assistant Director of Human Resources

CALIFORNIA NURSES ASSOCIATION

ROSE ANN DE MORO, Executive Director

YVETTE L. LOPEZ, Labor Representative

RECOMMENDED FOR BOARD OF SUPERVISORS APPROVAL:

ANDREW LAMBERTO
Director of Human Resources

GREGORY C. DEVEREAUX
Chief Executive Officer

BOARD OF SUPERVISORS

JAMES RAMOS, Chairman

APR 2 1 2015
Date

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD
LAURA H. WELCH
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
Deputy