

ARTICLE 3 - ASSOCIATION SECURITY

County proposing CCL in all section except Section 3.2

Section 3.1 - Relationship Affirmation

The intent and purposes of this Agreement are to encourage harmonious relationships between the County and the Registered Nurses it employs who are subject hereto; to promote and improve that relationship subject to their joint duties to the community and to the high standards of patient care; to clarify certain rights and privileges of the parties; to set forth and define rates of pay, economic benefits and other conditions of employment that shall apply to such nurses; and to establish amicable processes for collective bargaining. The Association agrees that it will cooperate with the County and support its efforts to assure efficient operation, to serve the needs of the community, and to meet the highest of professional standards in such services.

Section 3.2 - Dues Deductions

a) Maintenance

1. All nurses who have authorized Association dues, in effect on the effective date of this Agreement shall have such deduction continued. Contributions from a new nurse shall be made only upon signed authorization from the nurse only after the Association certifies to the County a list of nurses who have authorized such deduction(s). As allowed by law, the County shall deduct from the nurses' paychecks and transmit to the Association dues and amounts for any other service, program, or committee provided or sponsored by the Association.
2. For any nurse for whom the Association cannot provide such a certification, the County shall cease contribution deductions until such a time when the Association certifies to the County that the nurse has authorized such deduction(s).
3. When the Association adjusts the level of contributions, provides notice of contributions from new nurses, or provides notice of ceasing contributions from nurses, the Association shall provide written notice of the adjustment to the County by email. The County shall have two (2) pay periods following receipt of the notice to implement the change.
4. The County and the Association will comply with the statues as set forth in SB 866.

b) Third Party Requests

Tentative Agreement
Article 3 Association Security

The County shall comply with the law, including ~~Government Code section 6254.3~~the California Public Records Act, in responding to third-party requests for information about the home addresses, home telephone numbers, personal cellular telephone numbers, birthdates, and personal email addresses of ~~the~~Association-represented nurses. The County will provide the Association with notice of outside third-party requests for this information in a timely manner. Section 3.2(b) shall not be subject to the grievance procedure in this Agreement.

c) No Fault

The Association agrees to indemnify, defend, and hold the County harmless from any and all claims, demands, suits, or any other action arising from the provisions of this Section or from complying with any demand for termination or revocation hereunder.

d) Leaves of Absence

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

Section 3.3 - Other Deductions

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

Section 3.4 - Association Notices and Activities

a) Bulletin Boards

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

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

b) Distribution

The Association may distribute material to nurses in its representation unit through normal channels, including use of County's e-mail.

c) Visits by Association Representatives

From: SCCo To RNPA October 12, 2023

This proposal includes all previous proposals unless specifically modified herein.

All TAs subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL.

Page 2 of 5

Tentative Agreement
Article 3 Association Security

Any paid staff of the Association shall give notice to the Department Head or designated representative prior to entering departmental facilities. The Representative shall be allowed reasonable contact with nurses on County facilities provided such contact does not interfere with the nurse's work. Solicitation for membership or other internal nurse organization business shall not be conducted during work time. Prearrangement for routine contact may be made on an annual basis.

For this purpose, rest periods are not work time.

- d) Facilities
County buildings and other facilities shall be made available for use by the Association or its Representatives in accordance with administrative procedures governing such use.
- e) Names and Addresses of Covered Nurses
The County shall supply the Association with a bi-weekly data processing run of names and addresses and classifications of work of all nurses within the representation unit. Such list shall be supplied without cost to the Association except that addresses shall not be supplied of those nurses who request the County in writing to not provide such information. A copy of such request shall be forwarded to the Association.
- f) Notification of Association Coverage
When a person is hired in any classification covered by a bargaining unit represented by the Association, the County shall notify that person that the Association is the recognized bargaining representative for the nurses in said unit and present that person with a copy of the present Agreement, and a copy of the purpose and objectives of RNPA as approved.
- g) Report of Transactions
The County shall supply the Association a data processing run covering the following nurse transactions as are currently available on the system: newly hired nurse, provisional appointments, reinstatement, re-employment, return from leave, return from military leave, miscellaneous, promotion, return to former class, voluntary demotion, disciplinary demotion, transfer, title change, suspension, temporary military leave, injury or illness leave, other leave, indefinite military leave, resignation, probationary release, provisional release, miscellaneous release, dismissal, retirement, death, layoff.

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Page 3 of 5

Tentative Agreement
Article 3 Association Security

Section 3.5 - New Nurse Orientation

- a) The Association shall be allowed a Representative at both County-wide and departmental orientations where there is a newly-hired nurse. Departmental orientations shall be held not less than twice per month, provided the County has hired a new nurse or a rehired nurse in the intervening period. Newly hired nurses and rehired nurses are required to attend either the County-wide orientation or departmental nursing orientation as scheduled. Should a nurse fail to attend a scheduled departmental nursing orientation, the County shall require such nurse to attend the next scheduled orientation session.
- b) The County or department, where appropriate, will notify the Association ten (10) days in advance of such orientation sessions, except that shorter notice may be provided in a specific instance where there is an urgent need critical to County operations that was not reasonably foreseeable. Notification of departmental nursing orientation and County-wide orientation shall include the names of the nurses scheduled to attend.
- c) The Association Representative(s) shall be allowed 30 minutes to make a presentation and answer questions to nurses in classifications represented by their organization. The Association Representative(s) may present packets including forms or other Association materials to represented nurses at orientation. County representatives shall be absent from the room during the portion of orientation conducted by the Association.
- d) The County agrees the Association shall have reasonable access and use of the County facilities in order to conduct the Association's presentation at the scheduled orientations.
- e) At least one (1), but up to two (2) representatives may be provided release time to attend orientation sessions. Release time, without loss of compensation or benefits, shall be granted to the Association Representative(s) for the purpose of attending such orientation. Should release time for orientation be needed for less than a full shift, release time shall be granted to the Association Representative(s) for the period of time of the Association's orientation presentation and reasonable travel time. Where release for a partial shift is not practical, release time for a full shift may be granted. The determination of charging of a full shift or partial shift for the purpose of release time to make a presentation during new nurse orientation shall be made by nursing management in consideration of operational needs.
- f) Release time for purposes of attending orientation is in addition to release time under Article 4.

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Page 4 of 5

Tentative Agreement
Article 3 Association Security

Section 3.6 – New Employee Information

- a) Within 30 days of date of hire of a nurse, the County agrees to provide the Association with the name, job title, department, work location, work phone, home phone, cell phone, and personal e-mail address of newly hired or rehired nurses (to the extent the newly hired or rehired nurse has provided such personal information, and consistent with employee privacy requirements). The list shall be provided on a bi-weekly basis. Until such time as newly hired and rehired nurses can be identified by including the date of hire in the above provided list, information regarding new nurses shall be provided on a separate list.
- b) A transaction report shall be provided to the Association on a biweekly basis with personnel transactions (new hire/ rehire/ reinstatement) of all nurses by pay period including effective date of the action, the name of the nurse and the employee identification number of the nurse. This information shall be provided regardless of whether the newly hired public employee was previously employed by the County.
- c) This information shall be provided in a manner consistent with applicable law, including sections 6254.3 and 6207 of the California Government Code. The provision of information under this section shall be consistent with the employee privacy requirements described in County of Los Angeles v. Los Angeles County Employee Relations Com. (2013) 56 Cal.4th 905.

Section 3.7 - Printing of Agreement

The parties agree to share equally the cost of printing bound copies of this Agreement. The Association shall reimburse the County for the actual cost of copies ordered by the Association. The design and format of the printed Agreement shall be jointly determined by the parties. It is agreed that the contract will be printed not more than one hundred and twenty (120) days after final agreement on all language.

FOR THE COUNTY

11/13/2023 *Dennis W...*
DATE:
11/13/2023 *...*

FOR RNPA

[Signature] RNPA PRESIDENT
DATE:
[Signature] 11.13.23

ARTICLE 5 - LAYOFF

County proposing CCL in every section except Sections 5.1 and 5.4

Section 5.1 - Seniority Defined

For purposes of layoff, seniority is defined as the total length of continuous employment in a coded classification from the first date of hire within the bargaining unit. First date of hire shall be adjusted for all time on suspension or leave without pay which extends beyond one full pay period, but shall not be adjusted for all time on ~~Maternity Leave, Worker's Compensation Leave and Military Leave~~ statutory family medical leave, statutory parental leave, worker's compensation leave, leave for Association business and statutory military leave. If an employee resigns and is subsequently reinstated within twenty-four (24) months of the resignation, the seniority shall be restored for the period of time previously served within the bargaining unit.

The County will provide the ~~Union Association~~ with a copy of the appropriate current seniority list prior to the issuance of notices described below in Section 5.8.

If two or more nurses have the same date of hire, the following process will determine which nurse is subject to layoff:

The nurses' California Board of Registered Nursing (BRN) numbers will be utilized to break the tie, with the nurse having the lowest number not being subject to layoff and the nurse having the highest number being subject to layoff. (i.e., The first nurse's BRN number is 456000, and the second nurse's BRN number is 566000, the first nurse would not be subject to layoff, but the second nurse would.)

Section 5.2 - Transfer of Prior Employer Service

If a function of another employer is transferred to the County, with employees performing nursing duties comparable to those performed by this bargaining unit, the County and the RNPA will meet and confer over the definition of seniority for the transferred employees.

Section 5.3 - Changes to Classes

The County and the Association agree that to the extent possible, nurses should not lose their rights under this Article because classes have been revised, established, abolished or retitled.

Section 5.4 - Order of Layoff and Reassignment

When the County determines that bargaining unit positions will be reduced or eliminated which results in a layoff, the order of layoff shall be based on seniority as applied to each classification. The order shall be: a) provisional nurses in inverse seniority; b) nurses on original probation in inverse seniority; c) permanent nurses in inverse seniority.

From: SCCo To RNPA October 12, 2023

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Page 1 of 7

Tentative Agreement
Article 5 Layoff

The provisions of Appendix B "Classifications and Areas of Competency" shall apply for purposes of layoff and reassignment as a result of layoff.

Employees will be retained within their current assigned work unit on the basis of seniority. The employees (other than those in the classifications of Clinical Nurse I, II, III ~~or Psychiatric Nurse I or II~~) for whom no position exists ~~at the same code status~~ within the current assigned work unit will be reassigned in order of seniority as follows:

- a) to a vacant position in the same classification within the related competency area; or if no such position exists,
- b) to a position held by the least senior individual in the same classification within the related competency area; or if no such position exists,
- c) to a vacant position in the same classification within another competency area; or if no such position exists,
- d) to a position held by the least senior individual in the same classification within another area of competency; or if no such position exists,
- e) to a position in the next lower classification applying the sequence "a" through "d" above until all lower classifications are exhausted. ~~;~~

The employees in the classifications of Clinical Nurse I, II, III ~~or Psychiatric Nurse I or II~~ for whom no position exists at the same or lower classification in the series within the current assigned work unit will be reassigned in order of seniority as follows:

- a) to a vacant position in the same or lower classification within the related competency area; or if no such position exists,
- b) to a position held by the least senior individual in the same or lower classification within the related competency area; or if no such position exists,
- c) to a vacant position in the same or lower classification within another competency area; or if no such position exists,
- d) to a position held by the least senior individual in the same or lower classification within another area of competency.

Section 5.5 - Reassignment from a Lower Classification

After all nurses within an affected classification have been afforded the opportunity to be reassigned according to Section 5.4 and a vacancy remains in that classification, that vacancy shall be filled by reassignment of the most senior nurse in the next lower classification from the vacancy's related area of competency and then another area of competency as identified in Appendix B.

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Page 2 of 7

Tentative Agreement
Article 5 Layoff

Section 5.6 - Competency Standards

The classifications, the work units, and the areas of competency for layoff purposes are listed in Appendix B. The County shall establish written competency standards for each area of competency. These standards shall not be greater than the hiring standards.

Section 5.7 - Employee Competency Profile

Prior to the issuance of layoff notice, the employee will be provided the opportunity to complete an Employee Competency Profile or add any information to an existing profile which might qualify the employee for an area of competency. Failure to respond will be construed as acceptance of the information on file.

Section 5.8 - Notice of Layoff

a) Notice to the Association of Intent to Reduce or Eliminate Bargaining Unit Positions

The County will notify the Association of the decision to reduce or eliminate bargaining unit positions which would result in a layoff. At a minimum, the notice shall include the total proposed reduction. Upon request, the Association shall be afforded an opportunity to meet with the County prior to layoff notices being issued to discuss the circumstances requiring the layoff and any proposed alternatives.

b) Notice to Employee

The County shall provide a written layoff notification to any nurse whose employment is being terminated, whose code status is being reduced, or whose classification is being changed as a result of layoff. Additionally, employees shall receive a notice of reassignment due to layoff. The notice shall be provided at least 20 working days before the effective date. The Association will receive concurrent notices.

Section 5.9 - Training Opportunities

Nurses who are reassigned as a result of layoff according to Section 5.4 will be provided orientation training and skills upgrade, up to a maximum of six weeks, if needed. Additional training beyond six weeks may be provided on an individual basis.

Section 5.10 - Layoff

a) Layoff

In the event that a nurse is not reassigned as a result of layoff as in Section 5.4, the nurse shall be laid off, unless the employee has a right to return to a former classification in another bargaining unit. If a nurse refuses the reassignment pursuant to Section 5.4 "a" through "d" or refuses to return to a former class in another bargaining unit, the nurse may be deemed to have been offered and to have declined such work.

b) Inplacement

From: SCCo To RNPA October 12, 2023

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Page 3 of 7

Tentative Agreement
Article 5 Layoff

If a nurse has been issued a layoff notice pursuant to Section 5.8 and has no reassignment in lieu of layoff rights pursuant to Sections 5.4 or 5.5, then that nurse shall be considered for inplacement.

Inplacement is an offer of transfer (within specific wage bands) or demotion to a nurse with a layoff notice into a vacant position which the County intends to fill during the layoff notice period.

The following conditions apply to the inplacement process:

1. A nurse must be qualified to transfer or demote. The Personnel Director shall determine qualifications.
 - a. Testing requirements will be the same as if the nurse had been reclassified.
 - b. In determining qualifications and possible positions, transfers and demotions to both related and non-related classes may be considered.
2. Transfers resulting from layoffs will be deemed a "lateral transfer" if movement from one class to another does not exceed an upward salary change of 10% (ten percent).
3. The normal transfer (ordinance code) rules apply when an inplacement transfer occurs. If a nurse has underlying permanent status the probationary period following the transfer shall be considered a subsequent probation. Consistent with this status, the nurse on a subsequent probation with underlying permanent status, has Personnel Board appeal rights.
4. The nurse may express a preference for certain occupational fields, assignments or departments. However, the nurse has no right to claim any position nor is the County required to offer placement.
5. A position shall not be considered "vacant" for inplacement purposes if the position has been identified as claimable under Section 5.4 or 5.5 by another nurse who has been issued a layoff notice under Section 5.8 or by a nurse on a re-employment list established pursuant to Section 5.11.
6. A nurse who is placed under Section 5.4 or laid off under Section 5.10 shall have their name placed on all re-employment lists pursuant to Section 5.11 for the appropriate classification.

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Page 4 of 7

Tentative Agreement
Article 5 Layoff

7. In determining placement offers, the Association and the County, on a case by case basis, may by mutual agreement include as part of the placement offer:
 - a. basic skill competency training and/or;
 - b. literacy training and/or;
 - c. other methods (other than transfer or demotion) of filling vacant positions that do not violate Merit System principles or County Ordinance Code provisions.
8. All inplacement offers must be made and accepted or rejected prior to the effective date of the layoff notice. Time permitting, the Personnel Department may assist nurses on the re-employment list in addition to those workers with layoff notices. Such nurses shall be entitled to all provisions of this Agreement.
9. If a worker is not placed by the effective date of the layoff notice, they shall be laid off under the provisions of the layoff notice.
10. Nurses are eligible to transfer to vacant positions within a unit in accordance with 6.9 prior to filling positions by inplacement of employees outside the bargaining unit into RNPA. Vacancies existing within a unit seven (7) calendar days prior to date of layoff shall not be posted and shall be considered for purposes of inplacement. This provision relates to inplacement of employees outside of RNPA and does not include employees with return to former classification rights.

Section 5.11 - Re-employment List

- a) The names of such probationary and permanent nurses reassigned or laid off in accordance with this Article shall be entered upon a re-employment list in inverse order of seniority. The County shall maintain re-employment lists by classification. At the time of a nurse's placement on a re-employment list, the County will inform the nurse in writing of the employee's responsibility to leave the address and/or telephone number where the employee can be contacted.
- b) When a vacancy exists which the County intends to fill, the most senior nurse on the appropriate re-employment list shall be offered appointment, provided the required competencies are met. Nurses on re-employment lists shall retain the right to take promotional exams and/or receive promotional preference on exams.
 1. If the County is able to contact the nurse to communicate the offer of re-employment, the nurse will be encouraged to respond within forty-eight (48)

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Page 5 of 7

Tentative Agreement
Article 5 Layoff

hours, but, if requested, will be allowed up to four (4) working days to respond.

2. If the County is unable to make contact, the County will send the offer by certified mail, return receipt, to the last known address. The nurse must respond to the offer within ten (10) working days from the date of mailing.
3. If no response is received within the above time limits, the nurse will be deemed to have been offered and to have refused such work.

Section 5.12 - Extra-Help and Per Diem Work for Laid Off Nurses

Interested nurses who are placed upon the re-employment list due to layoff and who elect to be available for extra-help or per diem work shall be given preference for any work in their former Department/Agency for which they are currently qualified. The election to be available for extra-help and per diem work must be made in writing at the time of layoff. Employees may decline to be available for extra-help and per diem work or may decline such work itself without affecting any rights under this Article.

Section 5.13 - Names Dropped from Re-employment List

No name shall be carried on a re-employment list for a period longer than two (2) years, and the names of persons re-employed in a permanent position within the same classification shall, upon such re-employment be dropped from the list. Refusal to accept one of two offers of re-employment within the same classification, shall cause the name of the person to be dropped from the re-employment list.

Section 5.14 - Rights Restored

Upon re-employment of a nurse from a re-employment list, all rights acquired by a nurse prior to the nurse's placement on such list shall be restored; including but not limited to PTO accrual rates, seniority as defined in Section 5.1, salary step and time-in-step placement, and educational leave.

Section 5.15 - Temporary Layoff

In the event of a decrease in census of any unit requiring a temporary reassignment of work areas or layoff of Registered Nurses for less than thirty (30) calendar days, the appointing authority shall:

- a) Attempt to float any affected nurse to any unit which the nurse has been oriented.
- b) As an educational opportunity, allow a nurse to request an orientation to an unfamiliar unit.
- c) Request volunteers to take time-off by using PTO, comp. time or leave without pay.

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Page 6 of 7

Tentative Agreement
Article 5 Layoff

- d) Implement a layoff of nurses by inverse seniority, if there are insufficient volunteers. This subsection, however, shall not apply to any classification of nurses that are designated as FLSA exempt.

It is agreed that this provision shall be applied by unit and shift. It is also understood that the hospital will not assign extra-help, per diem or registry RN to the unit on that shift when this section is implemented.

FOR THE COUNTY

11/13/2023 *Dania W.*

DATE:

11/13/2023 *C. M. H. K.*

FOR RNPA

[Signature]

RNPA PRESIDENT

DATE:

[Signature]

11.13.23

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Page 7 of 7

ARTICLE 1 – RECOGNITION

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

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

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

Assistant Nurse Manager
Certified Registered Nurse Anesthetist
Clinical Nurse I
Clinical Nurse II
Clinical Nurse III
Clinical Nurse Specialist
Infection Control Nurse
Nurse Coordinator
Nurse Practitioner

~~Psychiatric Nurse I~~

~~Psychiatric Nurse II~~

~~Staff Developer~~

Per Diem Clinical Nurse

~~Per Diem Psychiatric Nurse~~

Per Diem Nurse Practitioner

Extra Help Assistant Nurse Manager

Extra Help Certified Registered Nurse Anesthetist

Extra Help Clinical Nurse I

Extra Help Clinical Nurse II

Extra Help Clinical Nurse III

Extra Help Clinical Nurse Specialist

Extra Help Infection Control Nurse

Extra Help Nurse Coordinator

Extra Help Nurse Practitioner

Extra Help Staff Developer

FOR THE COUNTY

Diana Wong

FOR RNPA

[Signature] RNPA PRESIDENT

DATE:

11/14/2023

DATE: *11/30/23*

From: SCCo To RNPA 11/13/2023

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Page 1 of 1

ARTICLE 2 - NO DISCRIMINATION

County Modifications – County not in agreement with AP August 31, 2023 and counters on October 5, 2023

Section 2.1 – Employment

Neither the County nor the Association shall unlawfully discriminate ~~(except as allowed by law)~~ against any nurses because of race, age, sex, pregnancy, color, disability, creed, national origin, religion, Association activity, affiliations, political opinions, sexual orientation, gender identity, or gender expression~~sexual preference~~.

Section 2.2 – Association Affiliation

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

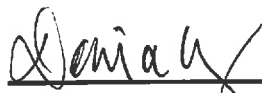
Section 2.3 – Affirmative Action Diversity, Equity, and Inclusion

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

Section 2.4 – Work Environment

The Association and the County jointly support a work environment free from discrimination, harassment and retaliation as required by law.

FOR THE COUNTY



DATE: 12/4/2023

C. Mehulka

FOR RNPA



RNPA PRESIDENT

DATE: 11/30/23

From: SCCo To RNPA October 5, 2023

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Page 1 of 1

Tentative Agreement
Section 7.7 Automatic Check Deposit

Section 7.7 - Automatic Check Deposit

All nurses ~~hired after the effective date of this Agreement~~ shall be paid by automatic check deposit. ~~By March 1, 2008 all nurses hired prior to the effective date of this Agreement shall be paid by automatic check deposit~~ unless the nurse certifies they do not have a bank account.

FOR THE COUNTY

Diana W

DATE: *12-4-2023*

C. Mihalka

FOR RNPA

J. J. [Signature] RNPA PRESIDENT

DATE: *11/30/23*

From: SCCo To RNPA 11/13/2023

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Page 1 of 1


ARTICLE 9 - PAID TIME OFF

Section 9.1 - Purpose

Paid Time Off was developed to allow more flexibility in the use of nurse's time off. The following were taken into consideration in establishing the amount of time accrued each pay period:

- 3 Personal leave days
- 132 Holidays
- 1 Birthday
- Vacation

FOR THE COUNTY



DATE: 12-4-2023
cphuelva

FOR RNPA

RNPA PRESIDENT


DATE: 11/30/23

From: SCCo To RNPA 11/13/2023

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Page 1 of 1

Tentative Agreement

Section 11.3 Leaves to Perform Jury Duty or to Respond to a Subpoena

Section 11.3 - Leaves to Perform Jury Duty or to Respond to a Subpoena

a) Response to Summons

A nurse shall be allowed to take leave from the nurse's County duties without loss of wages, PTO, sick leave or nurse benefits for the purpose of responding to summons to jury selection (including when the nurse is required to appear for jury duty and is not selected to serve) or serving on a jury for which the nurse has been selected, subject to the limitation that a nurse shall receive paid leave to serve on a jury for which the nurse has been selected not more than once during a calendar year and provided that the nurse executes a written waiver of all compensation other than the mileage allowance, for which the nurse would otherwise receive compensation by virtue of the nurse's performance of such jury duty. No nurse shall be paid more than the nurse's regular shift pay or regular work week pay as a result of jury duty service. The nurse is required to notify the nurse's appointing authority when the nurse has received a jury summons and when the nurse's jury service is completed.

b) Jury Duty

Nothing in this Section shall prevent any County nurse from serving on a jury more than once per calendar year, provided, however, that such additional periods of absence from regular County duties as a result thereof shall be charged, at the option of such nurse, to either accrued Paid Time Off (PTO) or leave without pay.

c) Response to a Subpoena

No nurse shall suffer loss of wages or benefits in responding to a subpoena to testify in court if that nurse is not a party to the litigation.

d) Release Time

In the event a nurse is called to court under the above provision, the following shall apply:

1. Swing or PM shift shall have release time the day of court attendance; time spent in court shall be deducted from the regular shift on that day with no loss of wages or benefits.
2. Night or graveyard shift shall have release time on the shift prior to court attendance; and that nurse shall suffer no loss of wages or benefits.
3. When a nurse, whose regularly scheduled hours includes two (2) full shifts (~~16 hours~~ at least 8 hours per shift) of scheduled duty between 11:00 p.m., Friday to 3:00 a.m., Monday, is selected for a jury and is required to be in Court during their regular days off, the department will make every effort to provide the following Saturday or Sunday as a regularly scheduled day off.

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Page 1 of 2

Tentative Agreement

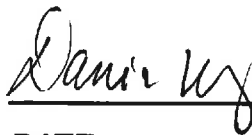
Section 11.3 Leaves to Perform Jury Duty or to Respond to a Subpoena

The weekend cannot count as a weekend worked for weekend off provisions.

e) Return to Work

For the purpose of this Section, a nurse who responds to a summons to jury duty and who is not selected as a juror shall ~~not be deemed to have performed jury duty and shall return to work as soon as possible~~ coordinate with the supervisor about whether and when to report to work.

FOR THE COUNTY



DATE: 12-4-2023
C. M. Hulka

FOR RNPA

 RNPA PRESIDENT

DATE: 11/30/23

From: SCCo To RNPA 11/13/2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL.

Page 2 of 2

Section 16.6 - Arbitrators

For the term of this agreement the County and the Union have agreed to the following panel:

~~Christopher D. Burdick~~
Katherine Thomson
Matthew Goldberg
~~Barry Winograd~~
Robert Hirsch
~~Jean LaReece~~
Andrea Dooley

John Kagel
~~Alexander Cohn~~
Catherine Harris
Luella Nelson
Yuval Miller
Najeeb Khoury

The parties may also mutually agree to choose another arbitrator not on the above list.

FOR THE COUNTY

Alanna Uy
12/7/2023 C. Chelulka

DATE:

FOR RNPA

J. [Signature]
RNPA PRES

DATE: 12/7/23

Tentative Agreement
Section 8.1 Hours of Work

Section 8.1 - Hours of Work

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

b. Nurses may agree to work less than eight (8) hour shifts at time of hire, transfer, or promotion, and for available additional shift work and/or available overtime work assignment(s).

c. Nurses who are assigned and work to an eight (8) hour a shift which is shortened to seven (7) hours due to daylight savings time shall be paid for the entirety of their regular shift, eight (8) hours, and nurses who are assigned and work to an eight (8), ten (10), or twelve (12) hour shift which is lengthened to nine (9) hours due to daylight savings time, shall be paid one (1) hour of overtime one (1) hour as defined in Section 8.2(b). Employees who are scheduled to work a shift of less than eight (8) hours which is lengthened due to daylight savings time shall be paid for the extra hour worked at their regular rate of pay.

~~Nurses may agree to work less than eight (8) hour shifts at time of hire, transfer, or promotion, and for available additional shift work and/or available overtime work assignment(s).~~

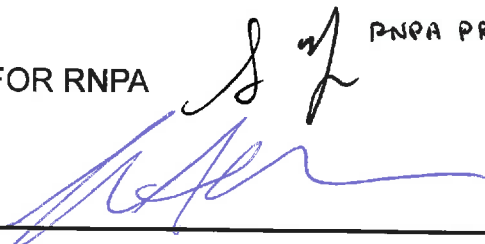
FOR THE COUNTY



DATE:

1/11/2024
C. Mikulka 1/11/2024

FOR RNPA



RNPA PRESIDENT

DATE: 1/3/24

From: SCCo To RNPA 1/3/2024

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All TAs subject to ratification by the BOS.

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Current contract language is CCL.

Page 1 of 1

Tentative Agreement
Section 9.3 Pre-Scheduled Usage

Section 9.3 – Pre-Scheduled Usage

Paid Time Off may be used for any lawful purpose by the nurses; requests for Paid Time Off shall not be submitted more than one (1) year in advance of the requested time; the time requested shall require the approval of management with due consideration of nurse convenience and administrative requirements, including but not limited to staffing needs and budget constraints. Requests for paid time off shall not be unreasonably denied. Approvals/denials shall be made in writing to the requesting nurse in accordance with Nursing Standards within thirty (30) days of the receipt of the request. All Paid Time Off hours must be exhausted before Leave Without Pay may be used, unless prohibited by law with the exception of leaves of absence ~~Where there are no earnings in one (1) full pay period.~~ A nurse may be granted Leave Without Pay for less than one (1) pay period upon the approval of the appointing authority or their designee.

Coded part-time nurses working consistently above their code status for at least a six (6) month period of time within the previous twelve (12) months, may request Paid Time Off above their code status to the code status they consistently work as set forth above. Requests for Paid Time Off above code status will be reviewed on a case-by-case basis and are subject to management approval after due consideration to nurse convenience and administrative requirements, including but not limited to staffing needs and budget constraints. Upon request of a part-time nurse denied Paid Time Off above code status, the reasons supporting the denial shall be documented and supplied to the affected nurse or to their authorized RNPA representative. Requests shall not be denied solely because they are above code status. Coded part-time nurses who do not consistently work above their code status for at least a six (6) month period of time within the previous twelve (12) months are not entitled to take Paid Time Off over their code status.

Each unit shall maintain a vacation calendar effective June thirtieth (30) for the upcoming calendar year. The purpose of the calendar is to aid in vacation planning by the nurse and is not to be considered as an approval of a nurse's request. The scheduler will enter nurse's vacation requests(s) on such calendar as it is received.

Granting of summer vacation requests between Memorial Day and Labor Day shall be limited to a three (3) calendar week period of time.

Every effort will be made to grant time off for one (1) of the three major holidays (Thanksgiving, Christmas, and New Year's Day for day and night shifts or Thanksgiving, Christmas Eve, New Year's Eve for evening shift). Granting of vacation requests during the holiday season in the months of November and December is limited and will only be approved by management after it can be assured that all nurses are granted a request for one (1) of the major holidays. Requests shall be granted in order of seniority on a

From: SCCo To RNPA 11/13/2023

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Page 1 of 2

Tentative Agreement
Section 9.3 Pre-Scheduled Usage

rotating basis from year to year after due consideration is given to nurse convenience and administrative requirements.

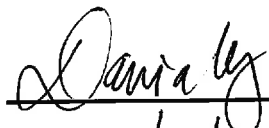
Before denying a request, the employer will make all reasonable attempts to accommodate conflicts considering the utilization of over code work, scheduling extra help and per diem, and voluntary shift trades in support of vacation scheduling.

Upon request of a nurse denied vacation, management shall meet with the nurse on an individual basis no later than forty-five (45) days before schedules are finalized in order to explore all reasonable options for resolving such conflicts. Requests for vacation shall be prioritized by submission date. Should two or more requests be submitted on the same date, seniority will be used to resolve the conflict.

For the purposes of this Section, seniority shall be defined as the total length of continuous employment in a coded classification from the first date of hire within the bargaining unit. In the event that two or more nurses from the same unit have the same date of hire, the nurses' California Board of Registered Nursing (BRN) number will be utilized to break a tie, with the nurse having the lowest number been granted their request for vacation and/or holiday. (i.e., The first nurse's BRN number is 456000, and the second nurse's BRN number is 566000, the first nurse will be granted the time off.)

When the County receives a request to use Paid Time Off, the County will deduct the hours from the nurse's Compensatory Time Off, if any, before deducting from the nurse's Paid Time Off.

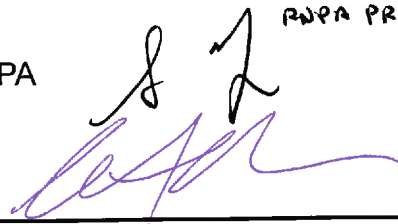
FOR THE COUNTY



DATE: 1/11/2024

C. Munka 1/11/2024

FOR RNPA



RNPA PRESIDENT

DATE: 1/13/24

From: SCCo To RNPA 11/13/2023

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All Tas subject to ratification by the BOS.

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Current contract language is CCL.

Page 2 of 2

Tentative Agreement
Section 9.7 Annual Cash Out of PTO

Section 9.7 – Annual Cash Out of PTO

~~A Nurse's eligibility for cash out is determined by the number of occurrences of unscheduled absences, including sick leave, in the payroll year (twenty six or twenty seven pay periods). The period for cash out eligibility for 2020 begins December 16, 2019 and ends December 27, 2020. The period for cash out eligibility for 2021 begins December 28, 2020 and ends December 26, 2021. The period for cash out eligibility for 2022 begins December 27, 2021 and ends December 25, 2022. The period for cash out eligibility for 2023 begins December 26, 2022 and ends December 24, 2023.~~

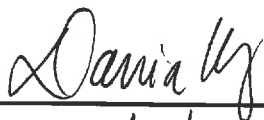
~~Cash out of PTO may be requested by the nurse during the month of February for the previous payroll year. Forms will be supplied and processed by Santa Clara Valley Health and Hospital System Human Resources.~~

~~PTO may be cashed out annually on the following basis (prorated for nurses other than full time on the basis of code status):~~

- ~~a) If a nurse has no more than two (2) occurrences of unscheduled absences, the nurse may cash out up to eighty (80) hours of PTO.~~
- ~~b) If the nurse has no more than four (4) occurrences of unscheduled absences, the nurse may cash out up to forty (40) hours of PTO.~~

Employees may request to cash out up to (80) PTO hours during the calendar year in which the PTO hours are earned, paid out at the employee's current pay rate exclusive of any premium pays or differentials, but to do so, employees must make an irrevocable election in November of the preceding calendar year of the number of hours to cash out in the upcoming calendar year. An employee's failure to elect a specific cash out amount in November for the following year shall preclude the employee from cashing out any PTO hours. Employees may elect to receive payment of the elected hours at any time during the calendar year for which the election was made, but only after the PTO hours are accrued. Hours that have been elected for cash out, that remain uncashed by pay period 25 of the payroll calendar year will be cashed out to the employee by the Controller's Office in pay period 25 of the payroll calendar year.

FOR THE COUNTY

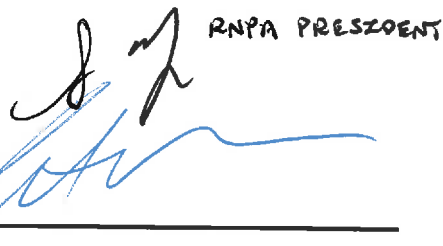


DATE:

1/11/2024

C. Mihulka 1/11/2024

FOR RNPA



RNPA PRESIDENT

DATE: 1/3/24

From: SCCo To RNPA 11/13/2023

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Current contract language is CCL.

Page 1 of 1

Tentative Agreement
Section 9.9 Usage of Paid Time Off on Holidays

Section 9.9 - Usage of Paid Time Off on Holidays

- a) The following shall apply to all holidays listed below:
1. Holiday falls on regularly scheduled day to work and nurse does not work -
- Charge maximum eight (8) hours PTO.
 2. Holiday falls on regularly scheduled day to work and nurse works -- Charge maximum eight (8) hours PTO and pay time and one-half for all hours worked.
 3. Holiday falls on scheduled day off and nurse does not work -- Nothing is charged as holidays are in PTO accrual rate.
 4. Holiday falls on scheduled day off and nurse works -- No charge to PTO Bank and pay time and one-half for all hours worked.
 5. Half-time nurses who do not work the holiday may elect in advance to charge four (4) hours to PTO and the remainder to leave without pay.
- b) The following shall be observed as legal holidays:
1. January 1st
 2. Third Monday in January
 3. Third Monday in February
 4. March 31st
 5. Last Monday in May
 6. Juneteenth, June 19th
 7. July 4th
 - ~~7~~8. First Monday in September
 - ~~8~~9. Second Monday in October
 - ~~9~~10. Veteran's Day to be observed on the date State of California workers observe the holiday
 - ~~10~~11. Fourth Thursday in November (Thanksgiving Day)
 - ~~11~~12. The Friday following Thanksgiving Day (Day After Thanksgiving)
 - ~~12~~13. December 25th
 - ~~13~~14. Other such holidays as may be designated by the Board of Supervisors.

From: SCCo To RNPA 11/13/2023

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Page 1 of 2

Tentative Agreement
Section 9.9 Usage of Paid Time Off on Holidays

All previous informal time off practices are eliminated and unauthorized.

- c) Nurses shall enjoy the same number of holidays, regardless of variations in work weeks. For nurses who are assigned to positions which are not normally staffed on the weekends (Saturdays and Sundays, such as the clinics and Staff Development), holidays which fall on Sunday are observed on the following Monday and holidays which fall on Saturdays shall be observed on the preceding Friday. For employees who are assigned to positions which normally work on weekends (such as the Medical Units, ICU's, Institutional Units, etc.) the holiday shall be observed on the actual day listed in (b), supra.
- d) The employer will use its best efforts to rotate equitably holiday time off among coded nurses for each unit for Thanksgiving, Christmas and New Year holidays.
- e) A nurse may elect in advance to receive compensatory time off credit in lieu of cash compensation.
- f) A nurse may elect in advance to use compensatory time off for a holiday in lieu of charging PTO.

FOR THE COUNTY

FOR RNPA

Dave by 1/18/2024

J. J. RNPA PRESIDENT
1/11/24

DATE:

DATE:

C. Chulka 1/18/2024

From: SCCo To RNPA 11/13/2023

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Current contract language is CCL.

Page 2 of 2

Tentative Agreement
Section 18.7 Advanced Practice Professional Performance Committee

Section 18.7 - Advanced Practice Professional Performance Committee

- a) The Advanced Practice Professional Performance Committee (APPPC) shall be composed of Nurse Practitioners, Certified Registered Nurse Anesthetists and Clinical Nurse Specialists covered by the contract and employed by the County.
- b) Each APRN within the employ of the County may attend APPPC meetings with prior management approval.
- c) A minimum of three (3) Advanced Practice Professionals, (one)(1) RNPA representative and (one)(1) Nursing Administration representative shall make up the board of the APPPC. The position of Chairperson, Vice Chairperson and Secretary will be held by an APRN. All positions are to be elected by the APRN staff only. Necessity for additional seats on the board will be determined by the Chair and Vice-Chair. Duration of appointment to a particular board position shall be determined by the committee. All policies regarding the function of the APPPC shall be placed in writing and submitted to the Chief Nursing Officer and Deputy Director, ACHS/FQHC. A copy of these policies will be kept at the offices of RNPA. The agenda shall be determined and distributed one (1) week in advance. A copy of all minutes shall be forwarded to the Chief Nursing Officer, Deputy Director of ACHS/FQHC and RNPA.
- d) The function of the APPPC shall be as follows:
 1. To serve as a forum for discussion of administrative and medical practice issues which arise for APRNs within the SCVHHSCSCHS.
 2. The Chairperson, or designee, of this committee shall serve as a liaison between the committee and the Chief Nursing Officer, the Deputy Director, ACHS/FQHC and the Assistant Medical Director.
 3. The development and review of APRN practice protocols prior to the submission of these protocols to the Interdisciplinary Care Committee/Medical Executive Committee.
 4. To provide updates on state and federal legal changes to practice.

FOR THE COUNTY

Danya 1/18/2024

DATE: *Creechka 1/18/2024*

FOR RNPA

1/11/24

DATE:

82 RNPA PRESIDENT
[Signature]

From: SCCo To RNPA 11/14/2023

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Page 1 of 1

Tentative Agreement

Section 18.8 Custody Health Services Professional Performance Committee

Section 18.8 - Custody Health Services Professional Performance Committee

- a) The Custody Health Services ("CHS") Professional Performance Committee ("PPC") shall be composed of nurses currently employed by CHS. The PPC shall have two (2) representatives from Main Jail, two (2) representatives from Elmwood, one (1) representative from Juvenile Hall, and one (1) representative from the Ranch. All appointed and new positions will be filled by election by October 31 of each year.
- b) Nurses employed by the County recognize their obligation to perform the highest level of nursing care for the patients. The CHS PPC shall act as an advisory body to CHS' Administration. CHS will make a good faith effort to implement recommendations agreed to by the PPC and the Director of CHS.
- c) The PPC shall not involve itself in grievances as defined and set forth in this Agreement. The purpose and function shall be as set forth in its bylaws and shall include the following:
1. Recommend nursing policies and procedures to the Director of CHS Nursing, Custody Health Services, or designee.
 2. Review nursing policies and procedures prior to implementation, when possible, except in emergencies.
 3. Additional agenda items may be added upon request. Additional topics for the agenda may include, but are not limited to:
 - Preparing for and responding to changes in patient condition and placement;
 - Quality standards, performance improvement and quality assurance;
 - Achieving operation efficiencies.
- d) The Director of CHS or designated representative will meet with the PPC at their regularly scheduled meeting when requested. The Director of CHS will respond in writing to all written recommendations within sixty (60) calendar days unless extended by mutual agreement.
- e) Attendance at the PPC will be voluntary by the elected representative. PPC members will be granted release time to attend the meetings when attending during a scheduled shift. Those members who attend during other than duty time will be granted up to four (4) hours of compensatory time.

Meetings will be held monthly or more often as mutually agreed to by the Committee and Director of CHS.

From: SCCo To RNPA 11/14/2023

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New language is underlined.

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Current contract language is CCL.

Page 1 of 2

Tentative Agreement
Section 18.8 Custody Health Services Professional Performance Committee

- f) A subcommittee shall be formed as part of the CHS PPC to review nursing vacancies and current recruitment efforts within CHS. Through its work, the subcommittee shall develop a variety of recommendations to address both planned and unplanned nursing vacancies. The subcommittee shall not seek to mandate a specific staffing model, but rather to provide recommendations and broad guidelines for how to fill vacancies to prevent staffing issues. Such recommendations must comply with the County's Merit System Rules, policies, and labor agreements. The subcommittee shall meet quarterly following a scheduled PPC committee meeting for a period of one hour. The Director of Custody Health Services or designated representative shall provide oversight to the subcommittee and shall respond in writing to all written recommendations within sixty (60) calendar days unless extended by mutual agreement.

FOR THE COUNTY

FOR RNPA

J. P. RNPA PRESIDENT

Diana Uy 1/18/2024

1/11/24 *[Signature]*

DATE: *Chahalika* 1/18/2024

DATE:

From: SCCo To RNPA 11/14/2023

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All Tas subject to ratification by the BOS.

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Page 2 of 2

Tentative Agreement
Section 10.4 Sick Leave Bank Pay Off

Section 10.45 - Sick Leave Bank Pay Off

For purposes of this paragraph, a day is defined as eight (8) work hours.

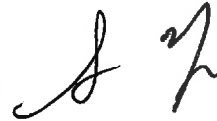
Upon death or retirement, up to ~~sixty (60) days~~ four hundred and eighty (480) hours of accrued sick leave shall be paid off at a rate of fifty percent (50%) of the equivalent cash value. All accrued balances beyond ~~sixty (60) days~~ four hundred and eighty (480) hours shall be paid off at the rate of twelve and one-half percent (12 1/2%) of the accrued cash value (one hour's pay for one day of accrual).

Upon resignation in good standing, nurses with ten (10) or more years' service shall be paid up to ~~sixty (60) days~~ four hundred and eighty (480) hours of accrued sick leave at the rate of twenty-five percent (25%) of the equivalent cash value. All accrued balances beyond ~~sixty (60) days~~ four hundred and eighty (480) hours will be paid off at the rate of twelve and one-half percent (12 1/2%) of the accrued cash value.

FOR THE COUNTY

FOR RNPA

RNPA PRESIDENT



DATE: 1/26/2024 ~~1/26/2024~~ *C. Michaelka 1/26/2024*

DATE: 1/24/25

From: SCCo To RNPA 1/25/2024

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Current contract language is CCL.

Page 1 of 1

Tentative Agreement
Section 6.3 Personnel Files

Section 6.3 - Personnel Files

The County shall maintain a personnel file for each nurse in this bargaining unit. ~~The Santa Clara Valley Health and Hospital System may also maintain a personnel file for each nurse.~~ Nurses shall have the right to review their personnel file(s) or authorize review by their representative. No material will be inserted into the nurse's personnel file(s) without prior notice to the nurse. Nurses may cause to be placed in their personnel file(s) responses to adverse material inserted therein and a reasonable amount of correspondence originating from other sources directly related to their job performance.

Materials relating to suspensions ~~which that~~ become final will be removed after four (4) years if no other suspensions have occurred during the four (4) year period except those involving charges as listed in A25-301(a)(4) Brutality in the performance of duties and (b)(2) Guilty of immoral conduct or a criminal act.

Materials relating to suspensions may be removed from the nurse's personnel file earlier than the regular removal schedule by mutual agreement between the ~~Union Association~~, the Office of Labor Relations and the CNO or their designee.

Materials relating to disciplinary actions recommended but not taken, or disciplinary actions overturned on appeal, shall not be retained in a nurse's personnel file.

FOR THE COUNTY

FOR RNPA

 RNPA PRESIDENT



 1/25/24

DATE: 1/26/2024

DATE: 1/25/24

C. Munka 1/26/2024

From: SCCo To RNPA 1/25/2024

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Page 1 of 1

Tentative Agreement

Section 6.4 Disciplinary Action – Permanent Classified

Section 6.4 - Disciplinary Action - Permanent Classified

The County may take disciplinary action for cause against any permanent classified nurse by suspension, demotion, or discharge by notifying the nurse in writing. Notice of disciplinary action must be served on the nurse in person or by certified mail prior to the disciplinary action becoming effective. The notice shall be included in the nurse's personnel file(s) and a copy sent to the Association and shall include:

- a) Statement of the nature of the disciplinary action.
- b) Effective date of the action.
- c) Statement of the cause thereof.
- d) Statement in ordinary and concise language of the act or omissions upon which the causes are based.
- e) Statement advising the nurse of the right to appeal to the Personnel Board from such action and the right to Association representation.

Such nurse shall be given either five (5) days' notice of discharge, or demotion, or five (5) days' pay, except where circumstances require immediate action.

~~In cases of questionable gross negligence or incompetence as defined in the Nurse Practice Act, the nurse, at the sole election of the appointing authority or their designee, may be placed on administrative leave with pay, not to exceed fifteen (15) working days, pending an investigation. If circumstances permit, a nurse will be advised in writing that they are being placed on administrative leave under this provision.~~

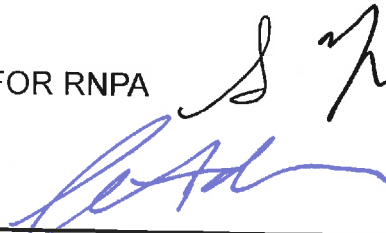
Section XXX (New) - Use of Paid Administrative Leave during an Administrative Investigation

Investigations that may lead to discipline shall be conducted in an efficient, timely fashion so as to not create undue hardship on workers or County. When such an investigation involves placing a worker on Administrative Leave, the County shall provide an update on the status of the investigation to the Union no less than one (1) time per month while the worker remains on leave.

FOR THE COUNTY



FOR RNPA



RNPA PRESIDENT

DATE:

1/26/2024 C. Mihalica 1/26/2024

DATE:

1/25/24

From: SCCo To RNPA 1/25/2024

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All TAs subject to ratification by the BOS.

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Page 1 of 1

Tentative Agreement
Section 7.4 Part-Time Salaries

Section 7.4 - Part-Time Salaries

a) Salary Ranges

The salary ranges provided in the attached Appendix are for full-time service in full-time positions, and are expressed in dollars per the number of working days in a bi-weekly pay period. If any position is established on any other time basis, the compensation for such position shall be adjusted proportionately.

b) Benefits

~~Beginning with the 1996 open enrollment period,~~ part-time nurses may elect to be covered by either the County's health care package (medical, dental, vision, and life) or medical coverage only and shall authorize a payroll deduction for the appropriate prorated cost.

Nurses may withdraw from the insurance package ~~at any time~~ when they have a qualifying event. Nurses may enroll in the insurance package upon entering part-time, upon changing from any increment of part-time to any other increment of part-time or to full-time, or once per year during the County-wide insurance window.

Any nurse in a part-time status who pays for medical benefit coverage will have premiums pro-rated to account for any additional overcode hours. be reimbursed in the following pay period the additional pro-rated premiums consistent with any hours worked above their code status the previous month. This shall begin with changes coinciding with the 1996 open enrollment period.

c) Split Codes

The County shall provide a minimum of fifty (50) full-time codes to be filled on a half-time basis at any one time. The location and choice of these codes will be determined on a departmental basis. Requests for split codes shall not unreasonably be denied. Reasonable denial shall include, but not be limited to, demonstration that the work is not divisible, demonstration that qualified partners, if needed, are not available, or that the fifty (50) available codes are filled. Nurses shall make a written request for a split code to their immediate supervisor. If the request is denied, it shall be reviewed by their Department Head and they shall receive a written response.

FOR THE COUNTY

FOR RNPA

RNPA PRESIDENT



DATE: 1/26/2024 ~~1/26/2024~~ DATE: 1/25/24

1/25/24

From: SCCo To RNPA 11/13/2023

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All Tas subject to ratification by the BOS.

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Tentative Agreement
Section 18.5 Staff Meetings

Section 18.5 - Staff Meetings

The date, time and location of regularly scheduled staff meetings will be posted seven calendar days in advance, except in cases of emergency or unforeseen circumstances. Nurses assigned attendance at meetings, lectures, or inservice courses while off shift will be subject to all overtime provisions. Nurses on shift will be compensated at the regular rate. A virtual option may be made available for staff meetings, if operationally appropriate, at the discretion of management.

FOR THE COUNTY

Dominic Wong

DATE: 1/26/2024

C. Chulka 1/26/2024

FOR RNPA

J. H.

RNPA PRESIDENT

[Signature]

DATE: 1/25/24

From: SCCo To RNPA 1/25/2024

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Page 1 of 1

Tentative Agreement
New Section in Article 8 Nurse Practitioner Lead Assignment
New Section in Article 8 – Nurse Practitioner Lead Assignment

Nurse Practitioners assigned to perform the full range of lead duties over advanced practice providers, nurses, and other employees within the Nurse Practitioner's assigned clinical area(s) shall be compensated at a flat rate of three dollars (\$3.00) per hour for actual hours assigned and worked in the lead assignment. Nurse Practitioner lead duties include, but are not limited to, the following functions:

- a) Assigning, distributing, and adjusting short-term workloads.
- b) Resolving work-related problems within guidelines set by the supervisors.
- c) Keeping apprised of the progress of the work.
- d) Answering procedural and work-related questions.
- e) Orienting new employees.
- f) Assisting the supervisor in reviewing the work of other advanced practice providers, nurses, and employees, including providing feedback that may be used in the annual performance review.
- g) Assisting in the interview process for new employees, with such input being advisory.

FOR THE COUNTY

FOR RNPA

Danisa My

[Signature] RNPA PRESIDENT

DATE:

1/27/2024

DATE:

1/26/24

C. Mikulka 1/27/2024

From: SCCo To RNPA 1/24/2024

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All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL.

Page 1 of 1

Tentative Agreement
Section 8.20 Scheduling

Section 8.20 - Additional Shift Work Scheduling

a) Draft Schedules

Draft schedules shall be posted two-four (4) weeks in advance of the posting of the final schedule. Nurses shall indicate availability for additional shift work in writing.

b) Preference for Unfilled Shifts

Prior to posting of the final work schedule, nurses in part time codes will be given preference over Per Diem and Extra-Help nurses for available, additional shifts in their work unit.

Additional shift work within a unit shall be distributed as equally as practicable among coded nurses in the following sequence:

a)1. Part time coded nurses within the work unit the additional shifts are available;

b)2. Part time coded nurses outside the work unit, provided such nurse can claim competency in the area the additional shifts are available.

Additional shifts do not result in overtime compensation or weekend off provision penalty pay unless pre-approved by Management.

c) Final Schedule

Final Schedules will be posted two (2) weeks prior to the start of the schedule.

FOR THE COUNTY



DATE: 1/27/2024

Chukulka 1/27/2024

FOR RNPA



DATE: 1/26/24

RNPA PRESIDENT

From: SCCo To RNPA 1/26/2024

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Page 1 of 1

Tentative Agreement
Section 11.2 Family Leave

Section 11.2 - Family Leave

a) ~~_____~~

Parental and Adoptive Leave

1. ~~_____~~ Length

~~Upon request, parental leave without pay shall be granted to natural or adoptive parents by the appointing authority for a period of up to six (6) months. With notice no less than one (1) month prior to the conclusion of the leave, such leave may be extended up to one (1) year upon approval of the appointing authority. A request for extension can only be denied for good cause. A nurse who is pregnant may continue to work as long as their physician approves with concurrence from the Department.~~

2. ~~_____~~ Sick Leave Use

~~If, during the pregnancy leave or following the birth of a child, the nurse's physician certifies that they are unable to perform the duties of her job, they may use their PTO or accumulated sick leave during the period certified by the physician. The authorized PTO or sick leave shall be charged either prior to or at the termination of the leave.~~

b) ~~_____~~ Other Family Leave

~~Upon request, family leave shall be granted for the placement of a foster child, or to attend to the serious illness of a family member in accordance with the Family and Medical Leave Act, and for the serious illness of a registered domestic partner, for a period of up to six (6) months.~~

Family Leave rights are set forth in the County's Leaves of Absence Policy.

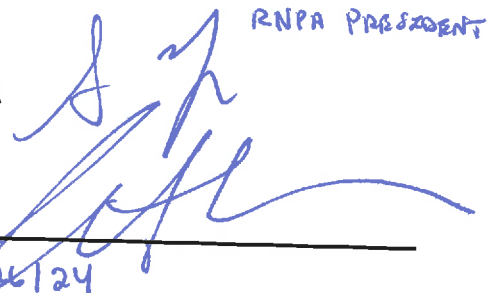
FOR THE COUNTY



DATE: 1/27/2024

celchurka 2/27/2024

FOR RNPA

RNPA PRESIDENT


DATE: 1/26/24

1/26/2024

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Page 1 of 1

Tentative Agreement

Section 18.9 – Safety and Workplace Violence

Section 18.9 – Safety and Workplace Violence

a) Workplace Safety - State Division of Industrial Safety and OSHA

The County necessarily abides by safety standards established by the State Division of Industrial Safety and pursuant to the Occupational Safety and Health Act.

b) Workplace Violence Prevention

The County is committed to providing a safe and healthy work environment for its employees, including nurses, and further agrees to comply with all applicable local, state, and federal health and safety laws and regulations.

Workplace Violence training shall be made available and is required at least annually in accordance with the California Occupational Safety and Health Administration Workplace Violence Prevention in Healthcare regulation (8 CCR § 3342).

The County further agrees to comply with all applicable local, state, and federal health and safety laws and regulations. If safety laws and regulations differ from the requirements of this section, the higher safety standard shall be in effect. Workplace violence is defined in state law and County policy.

In the event a nurse is physically injured during an incident of workplace violence, the County will:

1. Offer to provide medical care/first aid to the injured nurse(s), and provide counseling resources, if needed;
2. Take necessary safety precautions in accordance with law and policy;
3. Provide RNPA with notice of the incident within a reasonable amount of time;
4. Conduct a post-incident debrief with those involved in the incident.

SCVH has a Workplace Violence Prevention Committee for which the Association may appoint up to three (3) designees to participate. At the regularly scheduled Workplace Violence Prevention Committee meeting, the County shall provide the Association with publicly available information on reported workplace violence events. This Committee must be involved in reviewing and, when appropriate, recommending changes to SCVH's Workplace Violence Prevention Plan.

The County shall prohibit weapons in its facilities, and it will seek to deter weapons through technology, physical security, and other viable means.

The County shall provide the Association with workplace violence statistics through the Workplace Violence Prevention Committee.

From: SCCo To RNPA 1/26/2024

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Current contract language is CCL.

Page 1 of 2

Tentative Agreement
Section 18.9 – Safety and Workplace Violence

The County will provide notification of major safety incidents via the County-approved emergency notification system (e.g., AlertUs, text messaging system, and/or email).


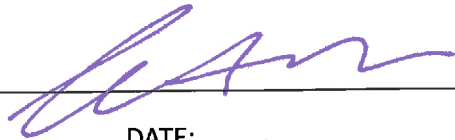
For the County



DATE: 1-27-2024

~~Chapman~~ 1/27/2024

For RNPA

 RNPA PRESIDENT

DATE:

1/27/24

From: SCCo To RNPA 1/26/2024

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Page 2 of 2

Tentative Agreement
Side Letter Regarding MSR Committee

County Proposes a side letter as follows:

The parties agree to convene a committee of up to four (4) members from the Association and up to six (6) members from the County to explore Merit System Rule (MSR) changes regarding preferential credits in the open-competitive application process for existing coded employees and greater transparency regarding hiring, transfer, and promotions that the parties would mutually present to other recognized labor organizations, the Personnel Board, and the Board of Supervisors for adoption. The parties may mutually agree to increase the number of participants or to include subject matter experts. The committee may discuss changes to MSR processes surrounding transfers, promotions, and open completeive recruitments. Paid release time shall be provided to the County nurses who participate in the joint committee on behalf of the Association while attending meetings of the committee. Up to two (2) Association representatives may participate. The committee shall convene its first meeting no later than thirty (30) days after adoption of the successor contract by the Board of Supervisors.

FOR THE COUNTY

DATE: 1-27-2024

C. Mchulka 1/27/2024

FOR RNPA

RNPA PRESIDENT

DATE:

1/27/24

1/27/2024

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Tentative Agreement
Section 6.5 Counseling and Unfavorable Report

6.5 - Counseling and Unfavorable Reports

a) Counseling

In the event that a nurse's performance or conduct is unsatisfactory or needs improvement, informal counseling shall be provided by the nurse's first level supervisor. Counseling shall be separate and distinct from on-going worksite dialogue. Documentation of such counseling (including verbal counseling) shall be given to the nurse as it is developed. Such documentation shall not be placed in a nurse's personnel file(s) and when the situation allows counseling, counseling shall be used prior to any unfavorable reports being issued. Counseling shall be removed from supervisory files within two (2) years, and shall not be used in the progressive disciplinary process provided no subsequent related ~~counseling or other~~ personnel action was issued.

b) Unfavorable Reports on Performance or Conduct

If upon such counseling a nurse's performance or conduct does not improve and disciplinary action could result, a written report shall be prepared by the supervisor including specific suggestions for corrective action, if appropriate. A copy shall be given to the nurse and a copy filed in the nurse's personnel file(s). No unfavorable reports shall be placed in a nurse's file(s) unless such report is made within ~~ten (10)~~ twenty (20) working days of the County's knowledge of the occurrence or incident which is the subject of this report. The twenty (20) working days shall be tolled if the nurse is on leave or otherwise not available to be interviewed. The County will provide the Association with notice when a matter is tolled. Provided no additional ~~report-personnel action~~ has been issued during the intervening period, each report shall be removed from the nurse's file(s) at the end of two (2) years. Upon resignation, any such reports shall be removed from the nurse's file(s). Unfavorable reports may be removed from the nurse's personnel file earlier than the regular removal schedule by mutual agreement between the Union, the Office of Labor Relations and the CNO or their designee. Nurses shall have the right to grieve the factual content of such reports or attach a written response to the report for inclusion in their personnel file(s).

FOR THE COUNTY



DATE: 2/14/2024

C. Chulka 2/1/2024

FOR RNPA

 RNPA PRESIDENT

DATE:

2/1/24

From: SCCo To RNPA 2/1/2024

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Page 1 of 1


Tentative Agreement
Section 6.10 Exchange of Shifts

Section 6.10 – Exchange of Shifts

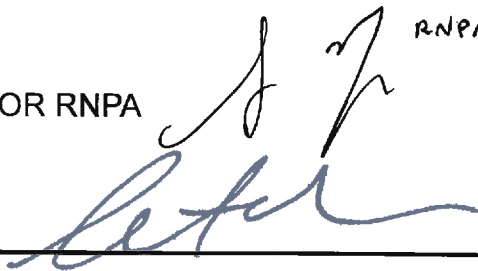
Nurses may exchange shifts within the same code status and within the same work unit using the following process:

1. From February 1 through February 10 and August 1 through August 10 of each year, nurses desiring to change shifts within their same code status may submit in writing to management a request to change shifts. For example: day shift nurse holding a 3/5ths position requesting to exchange to night shift 3/5ths position.
2. Such requests shall be maintained in the schedule binder of each unit. Nursing management shall notify nurses of a viable shift change by February 15 and August 15 of each year.
3. If two or more requests to exchange to the same different shift are received, the nurse with the most seniority shall be granted shift exchange provided there is a staff member on the opposite shift in the same code status desiring to exchange. Seniority for the purposes of shift exchange is defined as continuous date in a coded classification from the first date of hire within the bargaining unit. Date of seniority for this purpose will be adjusted for unpaid leaves of absence.
4. If two or more nurses requesting an exchange of shift have the same date of hire, the nurses' California Board of Registered Nursing (BRN) numbers will be utilized to break the tie, with the nurse having the lowest number receiving the exchange of shift. (i.e. E.g., if the first nurse's BRN number is 456000, and the second nurse's BRN number is 566000, the first nurse will receive the exchange of shift.)
5. Exchange of shifts will occur as soon as practical but not to exceed six weeks after notification to both parties.

FOR THE COUNTY


DATE: 2/1/2024
C. M. H. 2/1/2024

FOR RNPA


RNPA PRESIDENT
DATE: 2/1/24

Tentative Agreement
Section 9.2 Paid Time Off Accrual

9.2 – Paid Time Off Accrual

a) Each nurse shall be entitled to annual Paid Time Off. Paid Time off is earned on an hourly basis. For purposes of this section, a day is defined as eight (8) work hours. Prior to February 16, 2003, the provisions of the prior contract will apply to PTO total yearly accrual, accrual factor, hourly accrual factor per pay period and maximum allowable balances.

Effective February 16, 2003, the accrual schedule shall be as follows:

SERVICE YEARS & WORK DAY ALLOWABLE EQUIVALENT	TOTAL YEARLY ACCRUAL IN WORK DAYS	ACCRUAL FACTOR PER HOUR	HOURLY ACCRUAL FACTOR PER PP	MAXIMUM BALANCE
1st year (1st through 261 days)	27	0.103846	8.307	81 work days
2nd through 4th year (262 through 1044 days)	29	0.111538	8.923	87 <u>90</u> work days
5th through 9th year (1045 through 2349 days)	33	0.126923	10.153	99 work days
10th through 14th year (2350 through 3654 days)	35	0.134615	10.769	105 work days
15th through 19th year (3655 through 4959 days)	37	0.142307	11.384	111 work days
20th year and thereafter (4960 days and beyond)	39	0.150000	12.000	117 work days

From: SCCo To RNPA 11/13/2023

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Page 1 of 2


Tentative Agreement
 Section 9.2 Paid Time Off Accrual

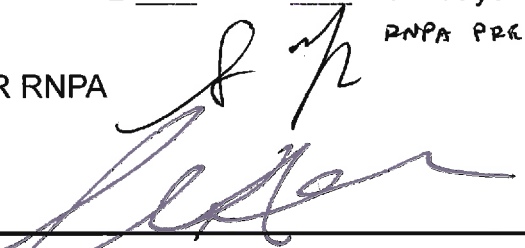
SERVICE YEARS & WORK DAY ALLOWABLE EQUIVALENT	TOTAL YEARLY ACCRUAL IN WORK DAYS	ACCRUAL FACTOR PER HOUR	HOURLY ACCRUAL FACTOR PER PP	MAXIMUM BALANCE
1st year (1st through 261 days)	<u>28</u>	0. <u>107692</u>	8. <u>615</u>	<u>84</u> work days
2nd through 4th year (262 through 1044 days)	<u>30</u>	0. <u>115384</u>	<u>9.231</u>	<u>90</u> work days
5th through 9th year (1045 through 2349 days)	<u>34</u>	0. <u>130769</u>	10. <u>461</u>	<u>102</u> work days
10th through 14th year (2350 through 3654 days)	<u>36</u>	0. <u>138461</u>	<u>11.077</u>	<u>108</u> work days
15th through 19th year (3655 through 4959 days)	<u>38</u>	0. <u>146153</u>	11. <u>692</u>	<u>114</u> work days
20th year and thereafter (4960 days and beyond)	<u>40</u>	0. <u>153846</u>	12. <u>308</u>	<u>120</u> work days

FOR THE COUNTY

FOR RNPA

RNPA PRESIDENT


 DATE: 2/1/2024
Chukhulka 2/1/2024


 DATE: 2/1/24

Tentative Agreement

Section 9.8 Sick Leave Conversion to PTO

Section 9.8 - Sick Leave Conversion to PTO

A nurse's eligibility for sick leave conversion is determined by the number of occurrences of sick leave usage. Sick leave use attributed to Worker's Compensation shall not be counted as an occurrence. The period for cash out eligibility for 2020 begins December 16, 2019 and ends December 27, 2020. The period for cash out eligibility for 2021 begins December 28, 2020 and ends December 26, 2021. The period for cash out eligibility for 2022 begins December 27, 2021 and ends December 25, 2022. The period for cash out eligibility for 2023 begins December 26, 2022 and ends December 24, 2023. The period for cash out eligibility for 2024 begins December 25, 2023 and ends December 22, 2024. The conversion of sick leave to PTO will be for those nurses meeting the eligibility requirements below and upon the nurse's request to the [Health and Hospital Systems Santa Clara Valley Healthcare](#) Human Resources Department. A nurse must identify any sick leave use attributed to Worker's Compensation with the request in order for such leave to be disregarded as an occurrence. Requests for sick leave conversion for 2020 must be submitted in February 2021 and conversion to PTO shall be credited on March 22, 2021 (paycheck of April 9, 2021). Requests for sick leave conversion for 2021 must be submitted in February 2022 and conversion to PTO shall be credited on March 21, 2022 (paycheck of April 8, 2022). Requests for sick leave conversion for 2022 must be submitted in February 2023 and conversion to PTO shall be credited on March 20, 2023 (paycheck of April 7, 2023). Requests for sick leave conversion for 2023 must be submitted in February 2024 and conversion to PTO shall be credited on March 18, 2024 (paycheck of April 5, 2024).

Sick leave may be converted annually on the following basis (prorated for nurses other than full time on the basis of code status):

- a) If a nurse has no sick leave usage, seven (7) days of sick leave will be converted into PTO.
- b) If a nurse has one (1) occurrence of sick leave usage, six (6) days of sick leave will be converted into PTO.
- c) If a nurse has two (2) occurrences of sick leave usage, five (5) days of sick leave will be converted into PTO.
- d) If a nurse has three (3) occurrences of sick leave usage, two (2) days of sick leave will be converted into PTO.
- e) If a nurse has four (4) occurrences of sick leave usage, one (1) day of sick leave will be converted into PTO.
- f) If a nurse has five (5) or more occurrences of sick leave usage, no sick leave shall be converted to PTO.

From: SCCo To RNPA 11/13/2023

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Page 1 of 2

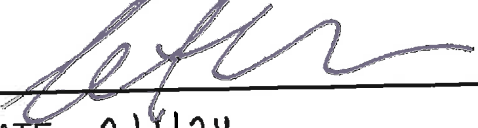
Tentative Agreement
Section 9.8 Sick Leave Conversion to PTO

FOR THE COUNTY

FOR RNPA

RNPA PRESIDENT


DATE: 2/1/2024
C. Mikulka 2/1/2024

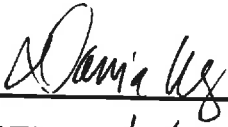

DATE: 2/1/24

Tentative Agreement
Section 10.2 Sick Leave Usage for Care of Immediate Family (Deleted)

Section 10.2 Sick Leave Usage for Care of Immediate Family

~~A nurse who has acquired a sufficient right to sick leave with pay may be granted permission to use same not to exceed three (3) working days of such leave in order to care for a sick or injured member of the nurse's immediate family requiring care. "Immediate family" shall mean the mother, father, grandmother, grandfather of the nurse or of the spouse of the nurse and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, grandchild, brother-in-law or sister-in-law of the nurse or any person living in the immediate household of the nurse.~~

FOR THE COUNTY



DATE: 2/1/2024

C. Mihulka 2/1/2024

FOR RNPA

 RNPA PRESIDENT



DATE:

2/1/24

From: SCCo To RNPA 11/13/2023

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Page 1 of 1

Tentative Agreement
Section 5.15. Temporary Furlough

Section 5.15 - Temporary Layoff Furlough

In the event of a decrease in census of any unit requiring a temporary reassignment of work areas or layoff/furlough of Registered Nurses for less than thirty (30) calendar days, the appointing authority shall:

- a) Attempt to float any affected nurse pursuant to section 8.14 to any unit which the nurse has been oriented.
- b) As an educational opportunity, allow a nurse to request an orientation to an unfamiliar unit.
- c) Request volunteers to take time-off by using PTO, comp. time or leave without pay. Notwithstanding Section 9.3, a nurse volunteering for a furlough may elect to take leave without pay even if the nurse has available PTO or comp. time.
- d) Implement a layoff/furlough of nurses by rotational inverse seniority, -if there are insufficient volunteers. For FLSA exempt nurses, the cancelled shift shall be charged to PTO or comp. time. ~~This subsection, however, shall not apply to any classification of nurses that are designated as FLSA exempt.~~

It is agreed that this provision shall be applied by unit and shift. It is also understood that the hospital will first not unassign extra-help, per diem, or traveler/per diem registry RN, or nurses on extra work hours pursuant to NP 15.5 onto the unit on that shift when this section is implemented.

FOR THE COUNTY

C. Kuller

DATE: 5/10/2024

FOR RNPA

[Signature]

RNPA PRESIDENT

DATE: 5/10/24

Tentative Agreement
Section 18.12 Staffing

18.12 – Staffing

The County shall maintain a staffing system for nurses based on the assessment of patient needs, to include the number and the acuity of the patient(s) assigned to a nurse in compliance with applicable state laws and regulations including AB 394 chaptered October 10, 1999. This assessment shall include meal and rest periods when determining staffing needs. Every effort shall be made to preserve the role of the break relief nurse, charge nurse, and assistant nurse manager.

a) Assessment of Patient Acuity

During each shift, bedside nurses shall assess and determine patient acuity on an ongoing basis. The nurse shall consult with the charge nurse or manager as needed.

b) Staffing Decisions

In the absence of the Nurse Manager or Assistant Nurse Manager, the Charge Nurse shall have the authority to make necessary staffing decisions based upon patient acuity and census. Nurses involved in direct patient care are included in the calculation of nurse-to-patient ratios.

c) Staffing Report

Staffing reports shall be submitted by the Nurse Manager by shift and unit to nursing administration reflecting staffing levels for each shift, including beginning, middle and end of shift.

d) Notice of Staffing Levels Concerns

Nurses may report nurse to patient staffing levels that they believe are out of compliance by notifying the next level of management. Should a nurse believe staffing levels cannot be easily remedied, they may submit a Notice of Staffing Levels form. Such form shall be submitted to the nurse's charge nurse or immediate supervisor. The Charge nurse or supervisor who receives the form shall note the action(s) taken, if any, to resolve the staffing concern and shall forward the form to the Nurse Manager and the appropriate Nursing Director with a copy to the Chief Nursing Officer and RNPA. Notice of Staffing Levels forms shall be reviewed at the monthly Patient Acuity Task Force meeting. After review at the Patient Acuity Task Force meeting, the nurse reporting the concern shall be informed of the action taken to resolve the staffing concern, if any.

e) Patient Acuity Task Force

The Patient Acuity Task Force shall be comprised of an equal number of management, including the Nurse Manager of Nursing Systems, and RNPA representatives. The Patient Acuity Task Force shall meet on a monthly basis to assess and develop strategies for alleviating staffing concerns within nursing units. The Task Force shall also develop forms to be used as described in (c) and (d) above.

The Patient Classification Team shall include the Nurse Manager of Nursing Systems and one clinical nurse per shift/per unit to meet twice yearly to review inter-rater reliability of the patient classification system to determine whether the system accurately

Tentative Agreement
Section 18.12 Staffing

determines patient needs. Members of the Patient Classification Team shall then review and validate with each nurse in the unit that they are proficient. The Nurse Manager of Nursing System shall report the results of the twice yearly review to the Patient Acuity Task Force.

f) Dispute Resolution

In the event of a dispute regarding a staffing concern that is not able to be resolved in accordance with sub-section (d), such concern shall be subject to an internal review by the ~~Management Audit Division for the Board of Supervisors~~ when:

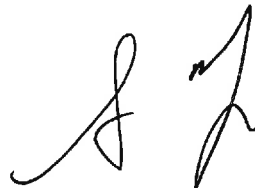
- 1) The staffing concern was not de minimis, (i.e. staffing concern was not cured within four (4) hours) and;
- 2) The staffing concern was not able to be resolved in accordance with sub-section (d) at the monthly meeting following the alleged violation and;
- 3) The staffing concern has not been resolved to the satisfaction of a majority of the Patient Acuity Task Force.

~~The Management Audit Division for the Board of Supervisors~~ A third-party entity with relevant expertise, who the County shall select jointly with the Association, shall review the staffing concern and information provided by the Patient Acuity Task Force, Nursing Administration and RNPA and shall report their conclusions to the Patient Acuity Task Force and to Nursing Administration. The cost of the review shall be shared equally by the County and the Association. Nursing Administration shall submit such report to the County Executive for the next scheduled Health and Hospital Committee meeting.

- g) Section 18.12 is not subject to the grievance and arbitration procedures of this Agreement.

FOR THE COUNTY

FOR RNPA



RNPA PRESIDENT

C. Melillo

DATE: 5/10/2024

DATE: 5/10/24

Tentative Agreement
Section 6.9 Transfers and Job Opportunities

Section 6.9 - Transfers and Job Opportunities

Santa Clara Valley Health ~~care and Hospital System~~ shall establish a system to facilitate transfers and career mobility of Registered Nurses.

a) Internal Transfers

All coded vacancies, transfer opportunities, and all special assignment positions created within existing job specifications, that the County intends to fill shall be posted on the work unit where the vacancy exists for a period of seven (7) calendar days. The County will transmit electronically to the RNPA Association all vacancies every payroll period.

Code and/or shift change requests within a unit shall be based on seniority subject to the following:

- 1) For the purposes of Section 6.9(a), seniority shall be defined as the total length of continuous employment in a coded classification from the first date of hire within the bargaining unit.
- 2) Nurses who have been issued an Unfavorable Report, suspension, subsequent probationary release, or demotion within the past twelve (12) months may only transfer to a higher code status with management approval.
- 3) The nurse is available to fulfill the position within six (6) weeks of the request.
- 4) If two or more nurses applying for the same internal transfer have the same date of hire, the nurses' California Board of Registered Nursing (BRN) numbers will be utilized to break the tie, with the nurse having the lowest number receiving the position. (i.e. E.g., if the first nurse's BRN number is 456000, and the second nurse's BRN number is 566000, the first nurse will receive the internal transfer.)

b) County-wide Transfers

~~If a vacant position exists after exhausting the above provisions, management shall post a notice of the vacancy for transfers of eligible nurses outside the work unit for seven calendar days. The vacancy may also be posted as promotional or open/competitive. Should the vacancy be posted as promotional or open/competitive, any nurse interested and eligible for transfer will be interviewed and considered prior to interviewing outside candidates. The County will make every reasonable effort to hire an internal candidate. All Job postings may be accessed at www.sccjobs.org.~~

From: SCCo To RNPA

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All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL.

Page 1 of 3

Tentative Agreement
Section 6.9 Transfers and Job Opportunities

The County shall create a transfer information system, which nurses can access on-line, for information on transfer opportunities in the Association's Bargaining Unit classifications resulting from newly created positions and vacancies resulting from promotion, demotion, resignation, termination, or transfer that the County intends to fill.

1. Job announcements for the transfer list shall be posted for ten (10) working days monthly. All job postings may be accessed at www.sccjobs.org.
2. The job announcement will have questions that allow the employee to choose transfer preferences such as, but not limited to:
 - Unit
 - Location
 - Shift
 - Code Status (Full Time Equivalent Status e.g., .5, .6, .7, .75, .8, .9, 1.0)
 - Information on subsequent posting dates
 - Information on how supplemental questions are used
3. The County will continue the practice of advising managers of transfer posting timelines and dates new lists are expected.
4. Nurses who apply on the monthly transfer list only need to do so once per month during the ten (10) working day posting period. Should a nurse wish to change any component of their transfer preference they must wait until the next ten (10) working day posting.

Once this process is completed, the newly created monthly-transfer list shall be considered the most current transfer list and the previous list will be abolished.

Open-competitive or promotional recruitments may be conducted concurrently with transfer postings. Should the vacancy be posted as promotional or open/competitive, any nurse interested, eligible, and on the transfer list we'll be interviewed and considered prior to interviewing outside candidates.

5. To be eligible to apply for the monthly transfer posting, a nurse must: 1) meet the applicable employment standards; 2) be probationary or permanent; and 3) fall within the twelve percent (12%) transfer band.

From: SCCo To RNPA

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Page 2 of 3

Tentative Agreement
Section 6.9 Transfers and Job Opportunities

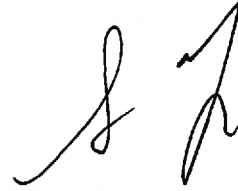
6. To be removed from the monthly transfer list, nurses must submit a request in writing to ESA Human Resources.

4.7. Nurses who transfer to another position in a different classification must serve the appropriate probationary period in the new classification as required under County Ordinance Code section A25-175.

- c) Upon accepting the new position, the nurse shall be placed in the new position as soon as possible, but no later than sixty (60) days, unless the County and the nurse mutually agree in writing to waive the sixty-day limit.

FOR THE COUNTY

FOR RNPA



Cynthia M. Hulka

DATE: 5/14/2024

DATE: 5/14/24

From: SCCo To RNPA

This proposal includes all previous proposals unless specifically modified herein.

All TAs subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL.

Page 3 of 3

Tentative Agreement
Section 7.2 Basic Pay Plan

Section 7.2 - Basic Pay Plan

The Basic Pay Plan consists of the salary ranges and the assignment of classes to such ranges as provided in this Section. Each nurse shall be paid within the range for the nurse's class according to the following provisions.

a) Step One

The first step in each range is the minimum rate and shall normally be the hiring rate for the class. In cases where it is difficult to secure qualified personnel or a person of unusual qualifications is engaged, the Director, with the approval of the County Executive, may approve appointment at the second, third, fourth or fifth step. If a nurse is hired under the difficult-to-secure-qualified- personnel clause, the County will move those nurses within that same class to the same salary step as that being received by the new nurse. The Association will receive a monthly listing of positions by class and department which list positions hired above the first salary step.

~~Effective January 27, 2020 Step 1 and Step 2 of the Clinical Nurse I and Clinical Nurse II wage scale shall be eliminated thereby making the entry wage for Clinical Nurse I and Clinical Nurse II to be at the Step 3 level.~~

b) Step Two

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

c) Step Three

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

d) Step Four

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

e) Step Five

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

f) Longevity Pay — Step Six

Effective August 7, 2000 a sixth step is established at approximately five percent (5%) above step five for the existing classifications of Clinical Nurse III, ~~Psychiatric Nurse II~~, Nurse Coordinator, Staff Developer, Clinical Nurse Specialist, Infection Control Nurse, and Nurse Practitioner. The sixth step shall be paid at the beginning of the first full pay period after the accumulation of thirty-six (36) months of competent service at the fifth step. Beginning November 12, 2001 eligibility for

Tentative Agreement
Section 7.2 Basic Pay Plan

sixth step shall be extended to the classifications of Assistant Nurse Manager and Certified Registered Nurse Anesthetist.

g) Longevity Pay – Step Seven

Effective August 7, 2000, a seventh step is established at approximately five percent (5%) above step six for the existing classifications of Clinical Nurse III, ~~Psychiatric Nurse II~~, Nurse Coordinator, Staff Developer, Clinical Nurse Specialist, Infection Control Nurse and Nurse Practitioner. The seventh step shall be paid at the beginning of the first full pay period after the accumulation of one hundred and thirty-two months (132) of competent service subsequent to attainment of step five of the nurse's current classification.

~~Effective August 7, 2000, former Clinical Nurse IVs and Clinical Nurse Vs, who are currently Clinical Nurse III's and had their salaries frozen, shall be eligible to be paid at step seven.~~ Beginning November 11, 2002, eligibility for the seventh step shall be extended to the classification of Assistant Nurse Manager. At the beginning of the first pay period following the second reading of the Board of Supervisors (insert date), eligibility for the seventh step shall be extended to the classification of Certified Registered Nurse Anesthetist.

h) Longevity Pay

Effective November 8, 2004 ~~Longevity p~~Pay steps "A", "B" and "C" are established ~~as sub-steps within a salary range~~ at approximately two and one half percent (2.5%), five percent (5%) and seven and one half percent (7.5%) higher than a corresponding step, ~~respectively (e.g. step 7, step 7A, step 7B and step 7C).~~ The Longevity Pay "A" step shall be paid at the beginning of the first full pay period during the 15th year through the 19th year of service in this bargaining unit. The Longevity Pay "B" step shall be paid at the beginning of the first full pay period during the 20th year through the 24th year of service in this bargaining unit. The Longevity Pay "C" step shall be paid at the beginning of the first full pay period during the 25th year and beyond of service in this bargaining unit.

i) Time for Salary Adjustments

Salary adjustments shall be made on the first day of the pay period in which the required accumulation of months of competent service occurs.

~~j) For nurses hired on or after February 4, 2013, the following salary steps shall apply:~~

~~1) Effective February 4, 2013, two lower sub-steps below step one shall be established for all classifications at 5% difference between each step. The first sub-step shall be the hiring rate for all new nurses hired on or after February 4, 2013.~~

Tentative Agreement
Section 7.2 Basic Pay Plan

- ~~2) Sub step 98 is the minimum rate and shall normally be the hiring rate for the classification. In cases where it is difficult to secure qualified personnel or a person of unusual qualities is engaged, the County Executive may approve the appointment at step 99, one, two, three, four or five.~~
- ~~3) Sub step 99 shall be paid after the accumulation of twelve (12) months competent service at sub step ninety eight.~~
- ~~4) Step one shall be paid after the accumulation of twelve months competent service at step ninety nine.~~
- ~~5) Step two shall be paid after the accumulation of six months competent service at step one.~~
- ~~6) Step three shall be paid after the accumulation of twelve months competent service at step two.~~
- ~~7) Step four shall be paid after the accumulation of twelve months competent service at step three.~~
- ~~8) Step five shall be paid after the accumulation of twelve months competent service at step four.~~
- ~~9) Sub step 98 and 99 Elimination:~~

~~Sub steps 98 and 99 shall be eliminated effective November 10, 2014.~~

~~Nurses hired on or after February 4, 2013, into sub-step 98/99 and who remain in sub step 98/99 on November 10, 2014 shall be placed in step 1 effective November 10, 2014.~~

~~Nurses who remain in sub-step 98/99 on or after June 23, 2014, shall receive the difference between sub-step 98/99 and step 1 for all hours paid starting from June 23, 2014 through November 9, 2014.~~

FOR THE COUNTY

Cynthia Michalka

DATE: 5/14/2024

FOR RNPA



RNPA PRESIDENT

DATE: 5/14/24

Tentative Agreement

Section 8.3 Meal Periods for Nurses not Covered by Section 8.5; 8.4 Rest Periods for Nurses not Covered by Section 8.5; 8.5 Combined Meal Periods and Rest Breaks for Covered Nurses

Section 8.3 - Meal Periods for Nurses not Covered by Section 8.5

a) Length

Nurses not covered by Section 8.5 shall be granted a meal period not less than thirty (30) minutes nor more than one (1) hour, scheduled at approximately the mid-point of the workday. Nurses required to be at workstations for eight (8) or more consecutive work hours shall have their meal during work hours.

b) Overtime Meals

If a nurse is assigned two (2) or more hours of overtime work contiguous to the nurse's regular work shift or is called in within three (3) hours of the nurse's scheduled quitting time and then works two (2) or more hours of overtime work, the County will reimburse the cost of the meal actually purchased and consumed by the nurse on the nurse's own time to a maximum amount of nine dollars (\$9.00). Nurses shall be provided additional meals as above for every seven (7) hour period of overtime completed thereafter. Nurses must present their claim for the reimbursement within fourteen (14) calendar days following the shift it was earned or the meal reimbursement is waived.

c) County Facilities

Whenever the duties or responsibilities of any County nurse require the nurse to be present and on duty during the serving of meals in a County facility and where such duty or responsibility occupies that nurse's meal period, such individual shall be entitled to that meal without charge.

d) Meal Rates

In each County dining facility where meals are served to nurses at the nurse's expense, the Department Head in charge of the operation of that facility shall prescribe the rates to be charged. The rates so prescribed shall, as a minimum, be sufficient to defray the costs of the food served.

Section 8.4 - Rest Periods for Nurses not Covered by Section 8.5

All nurses not covered by Section 8.5 shall be granted and take a rest period of fifteen (15) minutes during each half shift of four (4) hours of work. Rest periods shall be considered as time worked for pay purposes. Should an individual nurse anticipate not being able to take their rest period due to patient care needs, they shall promptly notify their charge nurse or supervisor, or if unable to directly notify the charge nurse or supervisor, the nurse shall inform the relief nurse, in which case every effort shall be made to ensure the nurse is offered an alternate rest period during their shift. Any alternate rest period offered shall be considered a rest period and not a meal period.

If a nurse is not offered a rest period, the missed break shall be reported utilizing the Notice of Staffing Level Concerns form and process as listed in Section 18.10(d),(e), and (f).

Tentative Agreement

Section 8.3 Meal Periods for Nurses not Covered by Section 8.5; 8.4 Rest Periods for Nurses not Covered by Section 8.5; 8.5 Combined Meal Periods and Rest Breaks for Covered Nurses

Section 8.5 – Combined Meal Periods and Rest Breaks for Covered Nurses

1. Definitions

For purposes of this Section:

“Employee” is defined as an individual that meets all of the following requirements: (1) is employed by the County, (2) is represented by the Association, (3) works in a covered classification (See Section 2), (4) provides direct patient care or supports direct patient care in a general acute care hospital, clinic, or public health setting, and (5) meets the definition of non-exempt employee under California Law.

“Providing” a meal period or rest period is defined as the County meeting all of the following: (1) relieving the employee of all duty during the break, (2) relinquishing control over the employee’s activities, (3) permitting the employee a reasonable opportunity to take the break uninterrupted, and (4) not impeding or discouraging the employee from taking the break.

“Regular Rate of Pay” for the purposes of this section includes adjustments to the straight time rate, reflecting, among other things, shift differentials and the per-hour value of any non-hourly compensation the employee has earned.

2. Covered Classifications

The only classifications that may meet the definition of “Employee” in Section 1 of this Section are:

Clinical Nurse Specialist (S35); (S4A); (S4B); (S4C)
Clinical Nurse Specialist – Extra Help (X1L)
Clinical Nurse I (S89); (C3A); (C3B); (C3C)
Clinical Nurse I – Extra Help (X1A)
Clinical Nurse I – U (Q89)
Clinical Nurse II (S76); (D0A); (D0B); (D0C)
Clinical Nurse II – Extra Help (X1H)
Clinical Nurse II – U (Q87); (E1A); (E1B); (E1C)
Clinical Nurse III (S75); (S7A); (S7B); (S7C)
Clinical Nurse III – U (Q86); (Q8A); (Q8B); (Q8C)
Clinical Nurse III – Extra Help (X1I)
Infection Control Nurse (S04); (S0A); (S0B); (S0C)
Infection Control Nurse – EH (X1F)
Nurse Coordinator (S39); (S3A); (S3B); (S3C)
Nurse Coordinator – Extra Help (X1M)
Nurse Coordinator – U (Q39); (Q4A); (Q4B); (Q4C)
Per Diem Clinical Nurse (S99)

Tentative Agreement

Section 8.3 Meal Periods for Nurses not Covered by Section 8.5; 8.4 Rest Periods for Nurses not Covered by Section 8.5; 8.5 Combined Meal Periods and Rest Breaks for Covered Nurses

Staff Developer (S38); (S5A); (S5B); (S5C)

Staff Developer EH (X1E)

An employee (as defined by Section 1) working in one of these classifications will be entitled to the meal periods and rest breaks as described in this section and will not be entitled to meal periods and rest breaks under Sections 8.3(a) and 8.4 of this Agreement.

If an administrative or judicial decision, following exhaustion of any, and all appeal rights, holds that one or more classifications not included in this section is subject to Labor Code section 512.1, the terms of this section shall apply to that/those classification(s).

3. Unpaid Meal Periods

- a. An employee working more than five (5) hours during a shift will be provided one (1) unpaid meal period of not less than thirty (30) minutes and not more than one (1) hour. An employee working in excess of ten (10) hours during a shift will be provided an additional unpaid meal period of not less than thirty (30) minutes and not more than one (1) hour.
- b. An employee working five (5) or fewer hours during a shift will not be provided a meal period.
- c. With advanced written Management approval, an employee may waive their right to unpaid meal periods. An employee seeking to withdraw an approved waiver must give their supervisor and/or manager at least two (2) weeks written notice.
- d. Within the parameters set forth in this Section, Management has the right to decide the length (e.g., thirty (30) minutes versus sixty (60) minutes) and timing (i.e., when during a shift) of a meal period.

4. Paid Rest Breaks

- a. For every four (4) hours of work during a shift an employee will be provided a paid fifteen (15) minute rest break.
- b. Within the parameters set forth in this Section, Management has the right to decide the timing of rest breaks.

5. Combined Unpaid Meal Periods and Paid Rest Breaks

- a. An employee who is scheduled to work and works at least eight (8) hours during a shift may, with prior Management approval, combine up to two (2) paid rest

Tentative Agreement

Section 8.3 Meal Periods for Nurses not Covered by Section 8.5; 8.4 Rest Periods for Nurses not Covered by Section 8.5; 8.5 Combined Meal Periods and Rest Breaks for Covered Nurses

breaks together during that shift, for a combined, continuous paid rest break of thirty (30) minutes.

b. An employee who is scheduled to work and works at least eight (8) hours during a shift may, with prior Management approval, combine an unpaid meal period with one (1) or two (2) of their paid rest breaks during that shift. Employees combining an unpaid meal period with one or more paid rest breaks will only be paid for the portion of time considered part of the employee's paid rest break(s).

c. Within the parameters set forth in this Section, Management has the right to decide the timing and order of the combined rest breaks and combined meal period/rest break(s).

6. Monetary Remedy for Missed Unpaid Meal Period and/or Paid Rest Break

a. Subject to the limitations in this Section:

i. An employee who is not provided one (1) or more meal period(s) required by this Section will be entitled to one (1) hour of additional pay at their regular hourly rate.

ii. An employee who is not provided one (1) or more of their rest period(s) required by this Section will be entitled to one (1) hour of additional pay at their regular hourly rate.

b. The maximum monetary remedy for any workday will be two (2) one (1) hours of additional pay per one (1) continuous shift: (one hour for one (1) or more missed rest breaks and one (1) hour for one (1) or more missed meal periods).

A penalty shall not apply where an employee chooses to work during a provided meal period or rest break.

The penalty provisions of this Section shall terminate immediately upon a final court determination that Labor Code section 512.1 does not apply to a charter county and/or charter city or is otherwise inapplicable to the County.

FOR THE COUNTY

Cynthia Melnik

DATE: 5/14/2024

FOR RNPA



RNPA PRESIDENT

DATE: 5/14/24

Tentative Agreement
Section 8.10 Shift Differentials (formerly 8.9)

Section 8.9-10 - Shift Differentials

a) Definition of shifts:

1. DAY shift -- any scheduled shift of at least eight (8) hours beginning on or after 6:00 a.m. and ending on or before 6:00 p.m.
2. EVENING shift -- any scheduled shift of at least eight (8) hours beginning on or after 2:00 p.m. and ending on or before 2:00 a.m.
3. NIGHT shift -- any scheduled shift of at least eight (8) hours beginning on or after 10:00 p.m. and ending on or before 10:00 a.m.

b) Part Time/Overlapping Shifts:

1. For shifts of fewer than eight (8) hours, a differential will be paid on the hours worked only if at least half the hours fall between 5:00 p.m. and 6:00 a.m.
2. For shifts which fall across the shifts as defined above, a differential will be paid if at least half the hours fall between 5:00 p.m. and 6:00 a.m.
3. For shifts which fall across both the evening and night shifts as defined above, the differential will be paid according to which shift contains the majority of hours worked. If the split is half and half, the night shift differential will be paid.

c) Pay Rates:

1. The hourly rate for evening shift differential is \$5.50. Effective October 28, 2024, Pay Period 24/23, the evening shift differential rate shall be increased to \$6.75.
2. The hourly rate for night shift differential is \$9.50. Effective October 28, 2024, Pay Period 24/23, the night shift differential rate shall be increased to \$10.50. Effective October 27, 2025, Pay Period 25/23, the night shift differential rate shall be increased to \$11.50.
3. The above differentials are paid on productive hours worked only.

FOR THE COUNTY

Cynthia Michulka

DATE: *5/14/2024*

FOR RNPA

[Signature]

RNPA PRESIDENT

DATE: *5/14/24*

Tentative Agreement
Section 8.12 Charge Nurse Differential (formerly 8.11)

Section 8.11-12 – Charge Nurse Differential

A Clinical Nurse I, II, or III, ~~and Psychiatric Nurse I, or II~~ who is assigned as a charge nurse shall receive an additional three dollars and seventy-five cents (\$3.75) per hour. Effective October 28, 2024, Pay Period 24/23, the charge nurse differential rate shall be increased to four dollars (\$4.00) per hour. Effective October 27, 2025, Pay Period 25/23, the charge nurse differential rate shall be increased to four dollars and twenty-five cents (\$4.25) per hour.

FOR THE COUNTY

Cynthia M. Hulken

DATE: *5/14/2024*

FOR RNPA



RNPA PRESIDENT

DATE: *5/14/24*

Tentative Agreement
Section 8.14 Float Differential

Section 8.14 – Float Differential

a) The order of float shall be as follows:

- 1) Volunteers;
- 2) Extra help and per diem;
- 3) Coded nurses:
 - a. All coded nurses working overtime will float prior to regularly scheduled coded unit nurses;
 - b. All coded nurses working over-code will float prior to regularly scheduled coded unit nurses.

b) Each nurse shall float within areas as follows at ~~HHS~~ CSCHS-VMC:

1. Medical-Surgical Units (~~1 Medical, 2 Medical, 2 Surgical, 3 Surgical, 4 Surgical, 4 Medical, and 6 Medical~~)
Express Admission Unit (EAU)
~~Admission Discharge Transfer (ADT) Nurse~~
2. Neonatal ICU
Pediatrics
Pediatric Intensive Care Unit
3. Adult Intensive Care Units (IICU, MICU, CCU, SICU, TICU) Burn Unit
4. Cardiac Cath Lab
5. Interventional Radiology
6. 3 Acute Rehabilitation Unit (3ARU)
4 Acute Rehabilitation Unit (4ARU)
3 Respiratory Rehabilitation Unit (3RRU)
7. Labor and Delivery
8. Family Baby Unit (FBU) ~~Mother Infant Care Center (MICC)~~
9. Operating Room
10. Ambulatory Surgery Post Anesthesia Unit (ASPA)
11. Progressive Care Unit (PCU)
12. Drug and Alcohol
13. Psychiatric Inpatient (BAP)
Emergency Psychiatric Services (EPS)

Tentative Agreement
Section 8.14 Float Differential

14. Custody Health Services
15. Ambulatory Care Clinics
16. Emergency Department (ED)
17. Renal Care Center/Renal Dialysis Unit
18. Resource Nurse (Rapid Response Team nurse or RRT nurse)
19. Endoscopy
20. Sexual Assault Forensic Examination Unit (SAFE)

c) Each nurse shall float within areas as follows at CSCHSHHS – O'Connor:

1. Medical-Surgical Units (Neurosurgery, Acute Oncology, Infusion Center)
2. ~~Family Services~~Birth Center (NICU, Pediatrics, Mother Baby Unit, Labor and Delivery)
3. ~~Intermediate Care Transitional Unit (ICTU)~~Progressive Care Unit (PCU)
4. Post Anesthesia Care Unit (PACU)
Ambulatory Surgery Unit (ASU)
Endoscopy
5. Operating Room (OR)
6. Cardiac Cath Lab
Interventional Radiology (IR)
Nuclear Medicine
7. Emergency Department (ED)
8. Intensive Care Unit
Dialysis
9. Rehab (Wound Care)
10. Ambulatory Care Clinics reporting to O'Connor
11. Employee Health reporting to O'Connor, St. Louise and/or Valley Medical Center

d) Each nurse shall float within areas as follows at CSCHSHHS – St. Louise:

1. Intensive Care Unit (ICU)

Tentative Agreement
Section 8.14 Float Differential

Emergency Department (ED)

2. Progressive Care Unit (PCU)

23. Medical-Surgical Unit

34. Surgical Services:
Intra-Operative
Pre-Operative
Special Procedures
Post Anesthesia Care Unit (PACU)

45. Maternal Child Health Department (Labor and Delivery (L&D), Maternal Child Health (MCH), Post-Partum)

56. Wound Care
Outpatient Infusion

- e) If a float assignment outside like areas is necessary, Management shall attempt to send volunteers from the unit to be floated from prior to making an involuntary assignment. If a coded nurse is required to float outside of one of the like areas, the nurse shall receive one dollar and seventy-five cents (\$1.75) per hour for such assignment. Effective October 28, 2024, Pay Period 24/23, the float differential rate shall be increased to two dollars fifty cents (\$2.50) per hour for such assignment. Effective October 27, 2025, Pay Period 25/23, the float differential rate shall be increased to two dollars seventy-five cents (\$2.75) per hour for such assignment. A nurse who requests to float in order to broaden the nurse's experience may put the nurse's name on a list, maintained in the Nursing Office, indicating where the nurse requests to float. In this case, a differential shall not be paid.

Except in emergencies (emergency is defined as unforeseeable circumstances of patient care needs), no nurse will be assigned to an area without having adequate orientation to that area. Adequate orientation will be determined by the Director of Nursing with input from the Nurse Manager, and Staff Developer.

Assignments shall include only those duties and responsibilities for which competency has been validated. Nursing Administration shall ensure that a nurse's competencies for the patient(s) to which the nurse has been assigned are validated within the past twelve (12) months of floating to an unlike area. A registered nurse with demonstrated competencies for the area shall be responsible for the nursing care, and shall be assigned as a resource to the RN who has been assigned to the unlike area and who has not completed competencies for that area.

Tentative Agreement
Section 8.14 Float Differential

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

- f) The County will make an effort to expand the float pool at Valley Medical Center, O'Connor, and Ambulatory. The County will make an effort to establish a float pool at St. Louise Regional Hospital and Custody Health.
- g) Coded Floats and Resource Nurses will be paid the current differential.

FOR THE COUNTY

Cynthia Michalka

DATE: *5/14/2024*

FOR RNPA

[Signature] *[Signature]* RNPA PRESIDENT

DATE: *5/14/24*

Tentative Agreement

Section 8.17 Detention Services Premium and Critical Care Differential Premium

Section 8.17 - Hazard Duty Detention Services Premium and Critical Care Differential Premium

a) Detention Services Premium shall only apply to The work places covered and included in this Section are the JPD Ranches and the locked/secured sections of the following facilities:

The Main Jail
Elmwood
JPD Hall

b) Critical Care Differential Premium shall only apply to the locked/secured Psychological Care Areas. For purposes of this Agreement, Psychological Care Areas are limited to: sections of the following facilities:

Psychiatric Inpatient
Emergency Psychiatric Services

c) Critical Care Differential Premium shall only apply to critical and intensive medical areas. For purposes of this Agreement, critical and intensive medical areas are limited to:

Emergency Department.

~~bde~~) A premium ~~for Hazard Duty~~ of three dollars (\$3.00) per hour shall be paid to classifications while in paid status whose entire assignment for the County is in a work place described in paragraph a) or b). Effective October 28, 2024, Pay Period 24/23, the premium for only a) and b) shall increase to three dollars and fifty cents (\$3.50).

Effective October 28, 2024, Pay Period 24/23, a premium of three dollars (\$3.00) shall be paid to classifications while in paid status whose entire assignment for the County is in a work place described in paragraph c).

~~These~~ payments shall be made irrespective of classification, pay level, overtime status, holiday work, or other wage variations. This ~~hazard duty~~ premium shall be included in the pay status time of the classifications described in this paragraph ~~bde~~).

~~eed~~) A premium ~~for hazard duty~~ of three dollars (\$3.00) per hour shall be paid to classifications, whose entire assignment is not in a work place described in paragraph a) or b), for only the hours assigned and worked in a work place described in paragraph a) or b). Effective October 28, 2024, Pay Period 24/23, the premium for only a) and b) shall increase to three dollars and fifty cents (\$3.50).

Tentative Agreement

Section 8.17 Detention Services Premium and Critical Care Differential Premium

Effective October 28, 2024, Pay Period 24/23, a premium of three dollars (\$3.00) per hour shall be paid to classifications, whose entire assignment is not in a work place described in paragraph c), for only the hours assigned and worked in a work place described in paragraph c).

These ^{CMM} payments ~~described in paragraph e)~~ shall be made irrespective of classification, pay level, overtime status, holiday work, or other wage variations. This ~~hazard duty~~ premium shall not be included in the pay status time of the classification described in this paragraph ~~eed~~. A nurse must work a minimum of thirty (30) consecutive minutes per entry into a work place described in paragraph a), ~~or b), or c)~~ prior to being eligible for the ~~hazard duty~~ premium. All classifications shall receive an additional full hourly premium for time worked of more than six (6) minutes in any hour after the first hour of work.

~~def~~) This ~~hazard duty~~ premium shall not be allowed in computing payments at the time of termination, except that it shall be paid on all hours already worked at the time of termination.

FOR THE COUNTY

Cynthia Mchulka

FOR RNPA

[Signature] RNPA PRESIDENT

DATE: *5/14/2024*

DATE: *5/14/24*

Tentative Agreement
Section 8.22 National Certification Pay

Section 8.22 - National Certification Pay

Annual compensation of two hundred seventy-five dollars (\$275.00) may be issued to a coded nurse who is certified or recertified in a clinical specialty. Effective October 28, 2024, Pay Period 24/23, annual compensation shall be increased to four hundred dollars (\$400.00) and may be issued to a coded nurse who is certified or recertified in a clinical specialty. Each coded nurse may apply for National Certification Pay provided:

- a) The certification is clinically relevant to the nurse's area of clinical specialty and will enhance the nurse's knowledge base and skill in providing expert patient care.
- b) The certification is issued by a nationally recognized accrediting agency and applicable to current area of practice. The Chief Nursing Officer may add other certifications that are not issued by a nationally recognized accrediting agency at their discretion.
- c) Certification that is required by the California Board of Registered Nursing (BRN) to meet certification or recertification requirements as a Certified Registered Nurse Anesthetist (CRNA) does not qualify for National Certification pay.
- d) Certification that was used to meet the California Board of Registered Nursing credentialing requirements as a Nurse Practitioner or Clinical Nurse Specialist does not qualify for National Certification pay.
- e) Verification of successful completion of such certification is submitted during the April submission month.

FOR THE COUNTY

Cynthia Mikulka

DATE: *5/14/2024*

FOR RNPA

J J

RNPA PRESIDENT

DATE: *5/14/24*

Tentative Agreement
Section 8.23 Preceptor/Clinical Partner Role and Pay Differential

Section 8.23 – Preceptor/Clinical Partner Role and Pay Differential

1. Preceptor differential of one dollar and seventy-five (\$1.75) per hour will be paid to a Clinical Nurse ~~or Psychiatric Nurse~~ with established preceptor competencies and only on the hours they are assigned to precept. Effective October 28, 2024, Pay Period 24/23, the preceptor differential rate shall be increased to two dollars fifty cents (\$2.50) per hour. This differential shall not be included for the purposes of computing overtime rate and other penalty premiums (i.e. Weekend Off Provision, holiday pay) or paid on overtime shifts.

Precepting includes training/teaching nurses who: Change specialty or transfer into a new specialty; new graduate nurses and interim permittees; and nursing students in their externships.

The differential does not apply to time spent orienting new employees/staff; teaching new equipment or new skills; or working with nursing students during their routine clinical rotations.

For the purposes of this section, a preceptor is a Clinical Nurse III ~~or Psychiatric Nurse II~~ assigned to function as a role model, teacher, and evaluator for a specific nurse. On a case-by-case basis, the preceptor role may be assigned to a Clinical Nurse II.

2. The preceptor role is voluntary. A Clinical Nurse ~~or Psychiatric Nurse~~ accepting assignment as a preceptor agrees to the role, duties, and responsibilities outlined in the role description for a preceptor.
3. To be eligible for this differential, a preceptor must have been assigned in writing by the preceptor's manager or designee pursuant to this Section to function in the role for a specific nurse.
4. A preceptor must also have successfully completed the preceptor training program and preceptor competencies. The structure, objectives, and content of the formalized training program and the amount of formalized training shall be determined by the hospital. No Clinical Nurse or ~~Psychiatric Nurse~~ shall be assigned preceptor duties prior to completing this training program. On a case-by-case basis, the hospital may waive the requirement that a preceptor complete the preceptor training program in order to receive the preceptor differential.
5. The preceptor differential shall not be allowed in computing payments at the time of termination.

FOR THE COUNTY

Cynthia Melillo

FOR RNPA

J. K. RNPA PRESIDENT

DATE: 5/14/2024

DATE: 5/14/24

Tentative Agreement
Section 8.24 Cardiac Nurse Specialty Pay

Section 8.24 – Cardiac Nurse Specialty Pay

The workplaces covered and included in this section are Valley Medical Center and O'Connor Hospital. When assigned, Specialty pay of one dollar and fifty cents (\$1.50) per hour will be paid to clinical nurses assisting and caring for a patient undergoing a cardiac operation in the operating room. Effective October 28, 2024, Pay Period 24/23, the specialty pay rate shall be increased to two dollars seventy-five cents (\$2.75) per hour for such assignment. Effective October 27, 2025, Pay Period 25/23, the specialty pay rate shall be increased to three dollars (\$3.00) per hour for such assignment. This specialty pay shall not be included for the purposes of computing overtime rate and shall not be allowed in computing payments at time of termination. Nurses who are being trained or precepted as a heart nurse are not included in this section. Specialty pay for clinical nurses will only be paid for actual time spent in the OR performing cardiac procedures (such as, but not limited to, open heart procedures). In order to be paid this differential, the clinical nurse must maintain a current Advanced Cardiac Life Support (ACLS) certification and have completed six (6) Continuing Education Units (CEU) related to their area of specialty (cardiac nursing) each year. Clinical nurses must submit the CEU certificates to the Operating Room Nurse Manager by the end of each calendar year to be paid the differential for the following year. Clinical Nurses who fail to maintain their ACLS certification and/or fail to submit their CEU certifications to the Operating Room Nurse Manager shall not receive this specialty pay until all requirements are met.

FOR THE COUNTY

Cynthia Mikulka

DATE: 5/14/2024

FOR RNPA



DATE: 5/14/24


Tentative Agreement
Section 10.3 Bereavement Leave (formerly 10.4)

Section 10.34 - Bereavement Leave

Leaves of absence with pay shall be granted nurses in order that they may discharge the customary obligation arising from the death of a member of their immediate family. "Immediate family" shall mean the child, parent, sibling, grandparent, grandchild, spouse, domestic partner, parent-in-law, stepparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, any person living in the immediate household of the nurse, and any other family member for whom bereavement leave is required by law. ~~mother, father, grandmother, grandfather of the nurse or the spouse of the nurse and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, grandchild, brother-in-law, sister-in-law, registered domestic partner or step parent of the nurse or any person living in the immediate household of the nurse.~~ Up to forty (40) hours pay shall be granted which will consist of sixteen (16) hours not charged to any accumulated balance followed by twenty-four (24) hours chargeable to sick leave, if necessary. An additional twenty-four (24) hours, sixteen (16) chargeable to sick leave and eight (8) not charged to any accumulated balance, is authorized if out-of-state travel is required.

FOR THE COUNTY

FOR RNPA

 RNPA PRESIDENT

Cynthia Michalka

DATE: 5/14/2024

DATE: 5/14/24

Tentative Agreement
Section 11.1 Leave Without Pay

Section 11.1 - Leave Without Pay

a) Reasons Granted

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

1. Illness beyond that covered by sick leave.
2. Education or training which will benefit the County, including advancement in nursing.
3. Other personal reasons which do not cause inconvenience on the department.
4. To accept other government agency employment.
5. Parental leave, not to exceed six (6) months in accordance with Section 11.2(a).

b) Other Usages:

A nurse may be granted Leave Without Pay for less than one (1) pay period upon the approval of the appointing authority or their designee.

bc) Leave for Association Business

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

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

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

ed) Revocation

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

Tentative Agreement
Section 11.1 Leave Without Pay

de) Seniority Rights

Parental leaves of more than thirteen (13) pay periods; leaves of absence of more than two (2) pay periods; and suspensions shall not be counted as time spent in a salary step in computing eligibility of the nurse for further salary increases. All time spent on industrial injury leave shall be counted.

FOR THE COUNTY

FOR RNPA  RNPA PRESIDENT



DATE: 5/14/2024

DATE: 5/14/24

Tentative Agreement

Section 11.6 Educational Leave for Registered Nurses

Section 11.6 - Educational Leave for Registered Nurses

- a) Each July 1 a credit of forty (40) hours per year shall be granted for educational leave for all full-time nurses. Educational leave will be accumulative to a maximum of eighty (80) hours. Educational leave for part-time nurses will be prorated. There shall be a three (3) month waiting period for all nurses hired after the execution of this contract. However, each nurse who uses any time earned between three (3) and six (6) months must sign a note which states that the nurse will authorize a deduction from the nurse's last paycheck for the time used if the nurse leaves County employment within one (1) year of the date of hire.
- b) The individual nurse shall decide the educational program in which they shall participate. It is understood that all use of educational leave shall be principally related to nursing practices within the County.
- c) Details in the written application for educational leave shall include but not be limited to the course, institute, workshops, classes, or homestudy subjects, hours, faculty and purpose of taking the course, seminar, etc. The application shall be received by the Administration no less than ten (10) working days prior to the requested date of leave of absence. At least five (5) working days prior to the commencement of the leave of absence date, the Administration shall respond in writing to the nurse. When notification of a course is received less than ten (10) working days prior to the course date, Administration may consider approval.
- d) In all instances set forth above, the leave request shall be subject to approval by the Department. Such leaves shall not unduly interfere with staffing requirements for patients' care or duplicate comparable training offered by the Department. The Department agrees that it shall not unreasonably withhold approval.
- e) Proof of attendance may be requested by the Department. The nurse may be requested by the Department to report such activity in writing.
- f) Every effort shall be made to arrange scheduling for the individual nurse's use of educational leave time.
- g) If the educational leave request falls on the nurse's day off, the nurse shall select one of the following:
 1. The education time will be charged to educational leave at the rate of one (1) hour for each contact hour completed, and the nurse will be paid their base salary hourly rate for the hour(s) charged, or
 2. The day will be charged to educational leave and the nurse will have a day added to the nurse's Paid Time Off balance.

From: SCCo To RNPA 2/16/2024

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL.

Page 1 of 2

Tentative Agreement
Section 11.6 Educational Leave for Registered Nurses

- ~~2. The day will be charged to educational leave and the nurse will be given another day off during the pay period, or~~
- ~~3. The day will not be charged to educational leave.~~
- h) Participation in the Registered Nurses Unit educational leave program shall not alter the RN's nurse's right to benefits included in the Professional Development Fund Section of this Agreement.
- i) The County shall provide three (3) courses approved by the Board of Registered Nursing for continuing educational credit, provided qualified instructors are available and interested. The County is under no obligation to hire additional instructors.
- j) Educational leave for homestudy courses will be paid at the rate of one (1) hour for each contact hour completed. A copy of the certificate verifying successful completion is required for educational leave to be paid and shall be presented for payment by the nurse within one (1) month from the date the hours were earned.
- k) So long as the nurse has sufficient accrued educational leave, all homestudy courses and continuing education courses certified by the BRN and accredited by the State of California for re-licensure qualifies for education leave unless otherwise determined by the BRN.
- l) Educational leave granted for homestudy courses shall not be counted toward the base period in calculation of overtime.

FOR THE COUNTY

Cynthia Mchulka

DATE: *5/14/2024*

FOR RNPA

[Signature] *[Signature]* RNPA PRESIDENT

DATE: *5/14/24*

From: SCCo To RNPA 2/16/2024

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL.

Page 2 of 2

Tentative Agreement
Section 13.1 Workers' Compensation

Section 13.1 - Workers' Compensation

a) Eligibility

Every nurse shall be entitled to industrial injury leave when the nurse is unable to perform services because of any injury as defined in the Workers' Compensation Act.

b) Compensation

A nurse who is disabled as a result of an industrial injury shall be placed on leave, using as much of the nurse's accumulated compensable overtime, accrued sick leave, and PTO time as when added to any disability indemnity payable under the Workers' Compensation Act will result in a payment to the nurse of not more than the nurse's full-salary regular gross wages unless at the time of the filing of the Supervisor's Report of Injury the nurse indicates on the form provided by the supervisor that they do not want such integration of payments to take place. This choice shall be binding for the entire period of each disability unless the employee later requests in writing that the Workers' Compensation Division begin integration. In such case, integration shall be implemented at the beginning of the next pay period.

If integration occurs, the first three (3) days are to be charged to the nurse's accrued but unused sick leave. If the temporary disability period exceeds fourteen (14) calendar days, temporary disability will be paid for the first three (3) days.

c) Industrially Injured Workers - Temporary Modified Work Program

The County has established a program to return workers with temporary disabling occupational injuries or illnesses to modified duty within the County as soon as medically practical. Pursuant to the program, the County will make every reasonable effort to provide meaningful work assignments to all such workers capable of performing modified work. The maximum length of such work program shall not exceed twelve (12) weeks. With the approval of the Worker's Compensation Division, a temporary modified work assignment may be extended to no more than 16 weeks.

There are three kinds of "Temporary Modified Work" shown in order of preference:

1. Return to the worker's same job with some duties restricted.
2. Return to the same job, but for fewer hours per day or fewer hours per week. To be used if an injured worker cannot return on a full-time basis.
3. Return temporarily to a different job. This is the least desirable and will only be attempted if the regular job cannot be reasonably modified to meet the injured worker's medical limitations.

d) Clothing Claims

Loss of, or damage to, a nurse's clothing resulting from an industrial injury which requires medical treatment will be replaced by the County through the following:

Tentative Agreement
Section 13.1 Workers' Compensation

The Department will review and make a determination on all such incidents as submitted in writing by the nurse. Reimbursement will be limited to the lesser of:

1. Seventy-five percent (75%) of proven replacement cost, or
2. The repair cost.

However, both of the above are limited by a fifty dollar (\$50.00) maximum. (Nothing in this Section is intended to replace or supersede Article 13.2 which provides for replacement of items damaged, lost or destroyed in the line of duty.)

e) Tracking of High Incidents of Industrial Injury

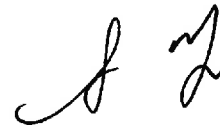
The County shall design and initiate a study/analysis of on-the-job injury/illness incidents to identify whether there are areas of unusually high injury and/or illness. The County may submit the report to the County-wide Safety Committee. The parties agree to review and determine what course of action, if any, may be required based on the findings.

FOR THE COUNTY

Cynthia Melulka

DATE: *5/14/2024*

FOR RNPA



RNPA PRESIDENT

DATE: *5/14/24*

Tentative Agreement
Section 13.3 Insurance Premiums

Section 13.3 - Insurance Premiums

- a) The HMO plan design will be \$10 co-payments for office visits, \$35 co-payment for emergency room visits, \$5-\$10 co-payment for prescriptions (30-day supply) and \$10-\$20 co-payment for prescriptions (100-day supply) and \$100 copayment for hospital admission; the Point of Service plan design will be \$15/\$20/30% (Tier 1/2/3) for office visits, \$50/\$75/30% co-payment for emergency room visits, and \$5/\$15/\$30 (generic/brand/formulary) co-payment for prescription (30-day supply) and \$10/\$30/\$60 co-payment for prescription (90-day supply).

Hearing aid coverage, up to \$1000 for 1 to 2 devices every 36 months, will be counted in all health plans.

Effective November 10, 2014 the County and employees will share in the cost of medical plan premiums. The County, in order to provide one health plan where there is not premium sharing, will continue to offer Valley Health Plan without premium sharing. For all other plans, the County will pay the cost of any premiums for "employee only" and "employee plus dependent" tiers that is not covered by the employee's share of the premium. The employee share shall be 2% of premium in effect as of November 10, 2014, converted to a flat rate.

Effective November-07-2016, and each November thereafter, for those plans and tiers where the employee pays a portion of the premium, the dollar amount of the then current employee contribution shall constitute the base onto which an additional amount equal to 10% of the increase in medical plan premiums rate for the plan year, if any, will be added to form the new total employee contribution. The County share of the premiums will decrease accordingly.

During the term of the agreement the employee contribution shall be capped at an amount equal to 10% of the increase. Employees shall not pay a higher share of the increase in medical plan premium rate than other bargaining units during the term of the agreement. Should a bargaining unit negotiate a lower term on a year for year basis during the term of this agreement, the share paid by RNPA members shall be adjusted accordingly.

Dual Coverage

Married couples and registered domestic partners who are both County employees shall be eligible for coverage under one medical plan only with the County paying the full premium for dependent coverage. County employee couples are not eligible to participate in the Health Plan Bonus Waiver Program.

High Deductible Health Plan (HDHP)

The parties agree to investigate the feasibility of adding by mutual agreement a High Deductible Health Plan (HDHP) with or without Health Savings Account (HSA) or Health Reimbursement Account (HRA) as an option to current health plans.

Tentative Agreement
Section 13.3 Insurance Premiums

Medical Premiums during Medical, Family, **Maternity Parental**, or Industrial Injury Leave of Absence

The County shall pay the nurse's premium subject to applicable co-payments in this Section as follows:

1. While on medical, **maternity parental** or industrial injury leave of absence without pay, up to thirteen (13) pay periods of employee only coverage. A portion of the leave may include dependent coverage in accordance with the Family and Medical Leave Act, The California Family Rights Act and the County's Family and Medical Leave Policy.
2. For a nurse on family leave without pay, in accordance with the County's Family and Medical Leave Policy, up to twelve (12) weeks of dependent coverage.

Registered Domestic Partners

a) County employees who have filed a Declaration of Registered Domestic Partnership in accordance with the provisions of Family Code 297-297.5 shall have the same rights, and shall be subject to the same responsibilities and obligations as are granted to and imposed upon spouses. The term "spouse" in this contract shall apply to Registered Domestic Partners.

b) Tax Liability

Employees are solely responsible for paying any tax liability resulting from benefits provided as a result of their Domestic Partnership.

b) Dental Insurance

The County agrees to contribute the amount of the current monthly insurance premium to cover the nurse and full dependent contribution and to pick up inflationary costs during the term of this Agreement. The existing Delta Dental Plan coverage will be continued in accordance with the following schedule:

Basic and Prosthodontics: 75-25 - no deductible. \$2,000 maximum per patient per calendar year.

Orthodontics: 60-40 - no deductible. \$2000 lifetime maximum per patient (no age limit).

The County will continue to provide an alternative dental plan. The current alternate dental plan is Pacific Union Dental. The County will contribute up to the same dollar amount to this alternative dental plan premium as is paid to the Delta Dental Plan.

c) Life Insurance

The County agrees to increase the existing base group Life Insurance Plan to twenty-five thousand dollars (\$25,000) per nurse for the term of the Agreement.

Tentative Agreement
Section 13.3 Insurance Premiums

- d) Social Security
Effective October 12, 1981, the County did cease payment of the nurses' portion of Social Security.
- e) Vision Care Plan
The County agrees to provide a Vision Care Plan for all nurses and dependents. The Plan will be the Vision Service Plan - Plan A with benefits at 12/12/24 month intervals with twenty dollar (\$20.00) deductible for examinations and twenty dollar (\$20.00) deductible for materials. The County will fully pay the monthly premium for nurse and dependents and pick up inflationary costs during the term of the agreement.
- f) County-wide Benefits
The parties agree that, during the term of this Agreement, County-wide changes in benefits, such as medical, dental, life insurance or retirement, shall be applied to nurses in this Unit.

FOR THE COUNTY

FOR RNPA

 RNPA PRESIDENT



DATE: 5/14/2024

DATE: 5/14/24

Tentative Agreement
Section 13.4 Training for Nurses With Disabilities

Section 13.4 - Training for Nurses With Disabilities

a) Vocational Rehabilitation Job Displacement Benefit

~~When a nurse is determined by the County to be unable to return to the classification in which the nurse held permanent status because of a work-connected illness or injury and does not elect a disability retirement, that nurse will be offered vocational rehabilitation. Injured workers may be entitled to supplemental job displacement benefits, if any, subject to California Workers Compensation law.~~

b) Lateral Transfer/Demotion Openings

If the nurse meets all the qualifications for a particular position (this would take into account the nurse's medical limitations, prior work experience and skills) and an opening exists that involves a lateral transfer or demotion, the position shall be offered to the nurse.

c) Salary Level

In accordance with Chapter VI, Article 5, Section A25(e) of the Personnel Practices, "...the salary of the nurse shall be placed at the step in the salary range which corresponds most closely to the salary received by the nurse as of the time of injury. In the event that such a demotion would result in a salary loss of more than ten (10) percent, the nurse's new salary shall be set at the rate closest to but not less than ten percent (10%) below their salary as of the time of injury."

d) Training Program

In those cases where the nurse may not have the necessary prior experience or all the required skills but there is reasonable assurance that the nurse will be capable of obtaining them through a designated formal on-the-job training program, the County will make reasonable efforts to place the nurse in a training program.

e) Placement Review

If, after a period on the job, it is demonstrated that the nurse is unable to develop the required skills, knowledge and abilities and/or cannot meet the physical requirements to handle the new position, the nurse will be placed on a leave of absence and the placement process begins again.

f) Promotions

Any position which involves a promotion will call for the normal qualifying procedures, written and/or oral examination. However, if it is found that a nurse meets all the qualifications for a higher paying position and an eligibility list is already in existence, the nurse shall be allowed to take a written and/or oral examination, and, if the nurse qualifies, the nurse's name will be placed on the eligibility list commensurate with their score.

Tentative Agreement
Section 13.4 Training for Nurses With Disabilities

~~g) Referral to Accredited Rehabilitation Agency~~ In those cases where the County is unable, for one reason or another, to place a nurse in any occupation, that nurse's case will be referred to an accredited rehabilitation agency as approved by the Division of Industrial Accidents for testing, counseling and retraining at either the County's or State's expense.

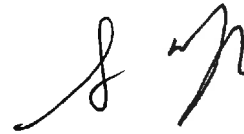
h)g) State Legislation Authority
The provisions of this Section shall not apply if State legislation removes from the County the control of training for disabled employees. This Agreement does not address, change, or otherwise impact California Workers Compensation law.

FOR THE COUNTY

Cynthia Melnick

DATE: *5/14/2024*

FOR RNPA



RNPA PRESIDENT

DATE: *5/14/24*

Tentative Agreement
Section 13.6 Retirement

Section 13.6 - Retirement

The County will continue the present benefit contract with PERS which is the 2% at 55 Retirement Plan.

Effective April 11, 2005 the County ceased paying the employee's statutorily required contribution and adjusted the base pay of all employees upwards by 7.49% and implemented an employee self-pay PERS member contribution on a pre-tax basis pursuant to Internal Revenue Code 414(h)(2).

The County has amended its contract with PERS effective December 17, 2007 for the 2.5% at 55 Plan for Miscellaneous employees. In consideration for this amendment, the Association agrees for each nurse covered under this benefit to contribute to PERS, through payroll deduction effective December 17, 2007, an additional amount of 3.931% of PERS reportable gross pay added to the current self-pay member contribution of 7% through June 14, 2009.

Each nurse's payroll deduction of 3.931% includes the 1% member contribution and the 2.931% employer contribution. The 1% member contribution, in addition to the 7% member contribution, shall be deducted for the duration of the Agreement.

Effective June 15, 2009, each nurse, in addition to making the 8% member contribution, shall have a payroll deduction equal to the difference between the employer share for 2.5% at 55 and the employer share for 2% at 55 as computed by PERS for all Miscellaneous employees effective July 1, 2009 provided that the deduction for the employer share will not exceed 2.931%. This deduction shall continue for the duration of the Agreement.

Employees who are hired on or after January 1, 2013, and who are considered "new employees" and who are considered "new members" of PERS, as defined in Government Code section 7522.04 shall not be entitled to the benefits enumerated above. All such employees shall be in the Miscellaneous retirement tier of 2% at age 62 with a minimum retirement age of 52 and final compensation calculated on the highest average of pensionable compensation earned during a period of 36 consecutive months.

The employee contribution rate shall be 50% of the normal cost for the 2% @ age 62 PERS plan expressed as a percentage of payroll as defined in the Public Employees' Pension Reform Act of 2012. The County shall not pay any portion of the employee contribution rate (EMPC.) If the normal cost increases or decreases by more than one quarter of 1% of payroll the employee contribution rate will be adjusted accordingly.

Pursuant to the California Public Employees' Pension Reform Act of 2013 – Government Code Section 7522, employees convicted of certain felonies may be deemed to have forfeited accrued rights and benefits in any public retirement system in which he or she is a member.

Medical Benefits for Retirees

Tentative Agreement
Section 13.6 Retirement

- a) For Employees Hired before August 12, 1996:
The County shall contribute an amount equal to the cost of Kaiser retiree-only medical plan premium to the cost of the medical plan of employees who have completed five (5) years' service (1,305 days of accrued service) or more with the County and who retire on PERS directly from the County on or after December 5, 1983. Retirees over sixty-five (65) or otherwise eligible for Medicare Part B must be enrolled in such a plan, and the County shall reimburse the retiree for the cost of Medicare Part B premium on a quarterly basis. This reimbursement is subject to the maximum County contribution for retiree medical. The surviving spouse or the same sex domestic partner of an employee eligible for retiree medical benefits may continue to purchase medical coverage after the death of the retiree.
- b) For Employees Hired on or after August 12, 1996:
The County shall contribute an amount equal to the cost of Kaiser retiree-only medical plan premium to the cost of the medical plan of employees who have completed eight (8) years of service (2,088 days of accrued service) or more with the County and who retire on PERS directly from the County on or after December 5, 1983. Retirees over the age of sixty-five (65) or otherwise eligible for Medicare Part B must be enrolled in such a plan and the County shall reimburse the retiree for the cost of Medicare Part B premium on a quarterly basis. This reimbursement is subject to the maximum County contribution for retiree medical. The surviving spouse or the same sex domestic partner of an employee eligible for retiree medical benefits may continue to purchase medical coverage after the death of the retiree.
- c) For Employees hired on or after June 19, 2006:
The County shall contribute an amount equal to the cost of Kaiser retiree-only medical plan premium to the cost of the medical plan of employee who have completed ten (10) years of service (2610 days of accrued service) or more with the County and who retire on PERS directly from the County. Retirees over 65 or otherwise eligible for Medicare Part B must be enrolled in such a plan, and the County shall reimburse the retiree for the cost of Medicare Part B premium on a quarterly basis. This reimbursement is subject to the maximum County contribution for retiree medical. The surviving spouse or same sex domestic partner of a employee eligible for retiree medical benefits may continue to purchase medical coverage after the death of the retiree.

Continuous Years of Service

~~The years of service expressed in Section 13.6 a), b), c) and d) must be continuous service with the County and shall have been completed immediately preceding retirement directly on PERS from the County.~~

Delayed Enrollment in Retiree Medical Plan

~~A retiree who otherwise meets the requirements for retiree only medical coverage under the Sections above may choose to delay enrollment in retiree medical~~

Tentative Agreement
Section 13.6 Retirement

~~coverage. Application and coverage may begin each year at the annual medical insurance open enrollment period or within 30 days of a qualifying event after retirement.~~

~~Employee Contribution toward Retiree Medical Obligation Unfunded Liability~~

~~Effective with the pay period beginning June 24, 2013, all coded employees shall contribute on a biweekly basis an amount equivalent to 7.5% of the lowest cost early retiree premium rate. Such contributions are to be made on a pre-tax basis, and employees shall have no vested right to the contributions made by the employees. Such contributions shall be used by the County exclusively to offset a portion of the County's annual required contribution amount to the California Employers Retirement Benefit Trust established for the express purpose of meeting the County's other post-employment benefits (OPEB) obligations and shall not be used for any other purpose.~~

d) For Employees Hired on or After December 08, 2014:

The County shall contribute an amount equal to the cost of Kaiser retiree-only medical plan premium to the cost of the medical plan of workers who have completed fifteen (15) years of service (3915 days of accrued service) or more with the County and who retire on PERS directly from the County. Retirees over 65 or otherwise eligible for Medicare Part B must be enrolled in such a plan, and the County shall reimburse the retiree for the cost of Medicare Part B premium on a quarterly basis. This reimbursement is subject to the maximum County contribution for retiree medical. The surviving spouse or registered domestic partner of a worker eligible for retiree medical benefits may continue to purchase medical coverage after the death of the retiree.

e) Applicable to All Employees:

Continuous Years of Service

The years of service expressed in Section 13.6 a), b), c) and d) must be continuous service with the County and shall have been completed immediately preceding retirement directly on PERS from the County.

Delayed Enrollment in Retiree Medical Plan

A retiree who otherwise meets the requirements for retiree only medical coverage under the Sections above may choose to delay enrollment in retiree medical coverage. Application and coverage may begin each year at the annual medical insurance open enrollment period or within 30 days of a qualifying event after retirement.

Employee Contribution toward Retiree Medical Obligation Unfunded Liability

Effective with the pay period beginning June 24, 2013, all coded employees shall contribute on a biweekly basis an amount equivalent to 7.5% of the lowest cost early retiree premium rate. Such contributions are to be made on a pre-tax basis, and employees shall have no vested right to the contributions made by the

Tentative Agreement
Section 13.6 Retirement

employees. Such contributions shall be used by the County exclusively to offset a portion of the County's annual required contribution amount to the California Employers Retirement Benefit Trust established for the express purpose of meeting the County's other post-employment benefits (OPEB) obligations and shall not be used for any other purpose.

f) ~~Limited Reopener on Retiree Health Reimbursement Account:~~
~~Effective the third year of the agreement, the County and the Union shall reopen this section solely to consider the option of a retiree health reimbursement account.~~

FOR THE COUNTY

Cynthia Melillo

DATE: *5/14/2024*

FOR RNPA

[Signature] *[Signature]* RNPA PRESIDENT

DATE: *5/14/24*

ARTICLE 12 - PROFESSIONAL DEVELOPMENT AND TUITION REIMBURSEMENT

Professional Development and Tuition Reimbursement Fund

The County will fund, on a matching basis, up to four hundred thousand dollars (\$400,000) per fiscal year for a group and individual professional development, California Board of Registered Nursing (BRN) Registered Nurse licensure, certification and recertification in a nursing specialty, and for education, as described in Section 12.1 "a" and "b" and shall maintain a tuition reimbursement program administered at the County level for the term of this Agreement.

Any funds used pursuant to Section 12.1 (Professional Development) or Section 12.2 (Tuition Reimbursement) shall count against the Professional Development and Tuition Reimbursement Fund. Funds not used for any period shall be carried over for use in the next period.

Beginning October 28, 2024, Pay Period 24/23, the Professional Development and Tuition Reimbursement fund shall increase to four hundred fifty thousand dollars (\$450,000).

Beginning October 27, 2025, Pay Period 25/23, the Professional Development and Tuition Reimbursement fund shall increase to five hundred thousand dollars (\$500,000).

Individual nurses shall be limited to one thousand eight hundred dollars (\$1,800) per fiscal year towards professional development and tuition reimbursement within the applicable provisions as described in sections 12.1 and 12.2. Nurses in the classifications of Certified Registered Nurse Anesthetist, Clinical Nurse Specialist, and Nurse Practitioner shall be limited to two thousand six hundred dollars (\$2,600) per fiscal year towards professional development and tuition reimbursement within the applicable provisions as described in sections 12.1 and 12.2.

A quarterly financial statement shall be forwarded to the Association on the status of the fund no later than two (2) weeks after the end of each quarter.

Section 12.1 - Professional Development Usage Fund

a) General

1. The County will fund, on a matching basis, up to one hundred and twenty thousand dollars (\$120,000) per fiscal year for group and individual professional development, California Board of Registered Nursing (BRN) Registered Nurse licensure, certification and recertification in a nursing specialty, and for education, as described in sections "b" and "c". An additional amount of fifteen thousand dollars (\$15,000) per fiscal year shall be funded for the use by nurses in the classifications of Nurse Practitioner and Clinical Nurse Specialist for individual claims that are beyond the \$400 annual matching limits. Funds not used for any period shall be carried over for use in the next period.

Tentative Agreement

Article 12 Professional Development and Tuition Reimbursement

ba) Individual

1. Funded on a matching basis: twenty-five percent (25%) by the nurse and seventy-five percent (75%) by the County, ~~up to a maximum County contribution of four hundred dollars (\$400) for nurses in the classifications of Clinical Nurse I, II, & III, Psychiatric Nurse I & II, Nurse Coordinator, Staff Developer, Infection Control Nurse, Assistant Nurse Manager, and Certified Registered Nurse Anesthetist per fiscal year. For nurses in the classifications of Nurse Practitioner and Clinical Nurse Specialist the matching cap is one thousand two hundred (\$1,200) per fiscal year.~~
2. The requested expenditure must relate to the nurse's job or one to which the nurse could reasonably aspire within County service.
3. Requests will be processed on a "first come, first served" basis, but priority will be given to first requests by an individual for the current year.
4. At least five (5) working days must be allowed for prior approval in the amount of the estimated County contributions for authorized expenses other than licensure reimbursement.
5. Allowable expenses shall include but not be limited to: certifications and recertifications in a nursing specialty; conference and seminar registration fees; actual cost of California BRN Registered Nurse licensure fees; tuition not reimbursed under the tuition reimbursement program; membership in a professional Nursing Organization; books and materials required for a conference, seminar or course; expenses for travel out of the county to attend a conference, seminar or course, including transportation, meals, lodging, car rental, etc., per County reimbursement policy, procedures and schedules.

Additional allowable expenses for Advance Practice Nurses shall also include, journal subscriptions and books related to the nurse's clinical area.

The only expense eligible for one hundred percent (100%) reimbursement ~~from the~~for RNPA Professional Development ~~Fund~~ shall be the actual cost of California BRN Registered Nurse, Nurse Practitioner, or Certified Registered Nurse Anesthetist licensure renewal.

6. An itemized statement of expenses for programs shall be submitted by the nurse for reimbursement or accounting as the case may be.
7. All nurses whose BRN licenses expire during the term of the agreement must present a receipt or other proof of payment and/or the renewed BRN license within sixty (60) calendar days after expiration of the BRN license in order to receive reimbursement. Requests must be submitted on a form provided by the County.

Tentative Agreement

Article 12 Professional Development and Tuition Reimbursement

8. Substitute courses may be approved when approved courses are found to be unavailable.

eb) Group

1. Funded on a matching basis: twenty-five percent (25%) by the participating nurses and/or the Association, and seventy-five percent (75%) by the County.
2. The Association will plan and budget group programs for review and approval by the County/Association Committee. Each proposed program will be considered separately on its own merits.
3. The Association will administer the approved programs, making all the necessary arrangements, etc.

d) Expenditures

No amount may be approved or expended beyond funds currently available in the Professional Development and Tuition Reimbursement Fund

~~d) Quarterly Financial Statement~~

~~A quarterly financial statement shall be forwarded to the Association on the status of the fund no later than two (2) weeks after the end of each quarter.~~

Section 12.2 - Tuition Reimbursement Usage

a) Fund

~~The County shall maintain a tuition reimbursement program for the term of this Agreement. The total monies in this program will be administered at the County level. The fund will consist of two hundred and sixty five thousand dollars (\$265,000) per fiscal year. One quarter (1/4) of each year's fund will be available on the following quarterly dates:~~

~~Fiscal Year 19-20~~

~~3rd quarter - January 1, 2020
4th quarter - April 1, 2020~~

~~Fiscal Year 20-21~~

~~1st quarter - July 1, 2020
2nd quarter - October 1, 2020
3rd quarter - January 1, 2021
4th quarter - April 1, 2021~~

~~Fiscal Year 21-22~~

~~1st quarter - July 1, 2021
2nd quarter - October 1, 2021
3rd quarter - January 1, 2022
4th quarter - April 1, 2022~~

Tentative Agreement
Article 12 Professional Development and Tuition Reimbursement

~~Fiscal Year 22-23~~

~~1st quarter - July 1, 2022
2nd quarter - October 1, 2022
3rd quarter - January 1, 2023
4th quarter - April 1, 2023~~

~~Fiscal Year 23-24~~

~~1st quarter - July 1, 2023
2nd quarter - October 1, 2023~~

~~Funds not used for any period shall be carried over for use in the next period. Funds shall be encumbered to fifteen percent (15%) above the amount allotted for each funding period for the first one and one half fiscal years including any unused amount carried over from the prior funding period. This additional amount for encumbrance for the last one-half fiscal year of this Agreement may be decreased based on the actual usage pattern. No amount may be approved or expended beyond funds currently available for the term of the Agreement in the Professional Development and Tuition Reimbursement Fund.~~

b) Eligibility

Nurses are eligible to participate in the program provided:

1. The nurse is not receiving reimbursement from any other government agency or private source. (This applies to reimbursement only.)
2. The training undertaken is related to the nurse's occupational area or has demonstrated value to the County.
3. The application was filed with the appointing authority or their designee prior to the commencement of the course. Applications requiring time off must be filed with the appointing authority at least ten (10) days prior to the commencement of the course.
4. Substitute courses may be approved when approved courses are found to be unavailable.
5. There are sufficient funds available in the program.

c) Disapproval

Management may disapprove an application for tuition reimbursement provided:

1. Notice of disapproval is given to the nurse within ten (10) working days of the application.
2. The County alleges disapproval is necessary because any of the provisions above have not been met. When a nurse disagrees with the disapproval and files a grievance, they shall be allowed to continue the course with time

Tentative Agreement

Article 12 Professional Development and Tuition Reimbursement

off as provided for in this Section, except for denial based on paragraph b (5) above. If a final determination is made against the nurse, time off shall be made up by working, charging Paid Time Off (PTO) or comp time, or payroll deduction, and tuition reimbursement shall not be paid. If a final determination is made supporting the nurse, they shall be fully reimbursed in accordance with this Section.

d) Reimbursement

Total reimbursement for each nurse ~~participating in the program~~ will not exceed ~~one thousand two hundred dollars (\$1,200)~~ the one thousand and six hundred dollar (\$1,600) limit for individual nurses as stated above per fiscal year. Mileage and subsistence will not be authorized unless the training is required of the nurse. Within the above limit, nurses shall receive full immediate reimbursement for tuition, including approved home study courses and other required costs (including textbooks) upon submission of proof of cost, proof of payment, proof of completion, and pre-approval from the employee's supervisor. Nurses must submit claim within 60 days from the event end date for reimbursement. ~~presentation of a receipt showing such payment has been made.~~

e) Deduction Authorization

The nurse shall sign a note which states that, upon receipt of reimbursement, they authorize:

1. Deduction from their wages in the event they do not receive a passing grade of C or better.
2. Deduction of fifty percent (50%) of the amount of reimbursement if they leave County employment within one (1) year after satisfactory completion of the course.
3. Deduction of the full amount of reimbursement if they leave County employment before completion of the course.
4. Any monies deducted from nurses under this Section will be redeposited into the Professional Development and Tuition Reimbursement Fund.

f) Make-Up Time

Nurses taking a course only available during working hours must make up fifty percent (50%) of the time away from the job. Make-up time may be deducted from the nurse's accrued educational leave, Paid Time Off (PTO) or compensatory time balance. Make-up time will not be allowed when it results in the payment of overtime. The department will make every effort to allow the nurse time off except where the payment of overtime will result. A nurse and the appropriate level of management may mutually rearrange the duty shift beyond eight (8) hours but within the eighty (80) hour pay period for purposes of participating in non-duty

Tentative Agreement

Article 12 Professional Development and Tuition Reimbursement

education and/or training deemed by the County to be to the benefit of the nurse and the County and such arrangement will be considered a waiver of Section 8.2.

g) Expenditures

No amount may be approved or expended beyond funds currently available in the Professional Development and Tuition Reimbursement Fund.

g) Quarterly Financial Statement

A quarterly financial statement shall be forwarded to the Association on the status of the fund no later than two (2) weeks after the end of each period.

h) Effective October 1, 2023, upon request of the Association, the parties shall meet to review and discuss the usage of the tuition reimbursement fund.

FOR THE COUNTY

Cynthia Mikulka

DATE: 5/14/2024

FOR RNPA



RNPA PRESIDENT

DATE: 5/14/24

APPENDIX B - CLASSIFICATIONS AND AREAS OF COMPETENCY FOR LAYOFF PURPOSES ONLY

B.1 – Classifications at Valley Medical Center and Ambulatory Care

Assistant Nurse Manager

Areas of Competency

1. Medical/Surgical
2. Rehabilitation
3. Neonatal Intensive Care, Pediatrics, Pediatric Intensive Care
4. Critical Care
5. Ambulatory Surgery Post Anesthesia
6. Progressive Care Unit (PCU)
7. Labor and Delivery
8. Mother Infant Care Center (MICC)
9. Operating Room
10. Ambulatory Care
11. Renal Care Center
12. Psychiatry/Behavioral Health
13. Cardiac Cath Lab
14. Interventional Radiology

Clinical Nurse Specialist

Areas of Competency

1. Enterostomal
2. Oncology
3. Psychiatry/Behavioral Health
4. Rehabilitation
5. Maternity
6. Neonatal
7. Pediatrics

Staff Developer

Areas of Competency

1. Medical/Surgical
2. Rehabilitation
3. Neonatal Intensive Care, Pediatrics, Pediatric Intensive Care

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New language is underlined.

Deleted language is struck through.

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Page 1 of 7

4. Critical Care
5. Labor and Delivery
6. Mother Infant Care Center (MICC)
7. Operating Room
8. Ambulatory Care
9. Psychiatry/Behavioral Health
10. General
11. Sexual Assault Forensic Exam (SAFE)

Infection Control Nurse

Area of Competency

1. Infection Control

Nurse Coordinator

Areas of Competency

1. HIV/AIDS Services
2. Diabetes Patient Education
3. Dialysis
4. Nursing Information Systems
5. Epic
6. Psychiatry/Behavioral Health, Drug and Alcohol
7. Comprehensive Perinatal Services Program (CPSP)
8. Endoscopy
9. Sexual Assault Forensic Exam (SAFE)
10. Mother Infant Care Center (MICC)
11. Lactation
12. Cardiovascular
13. Anticoagulant
14. Homeless Program
15. Oncology
16. Nursing Quality
17. Specialty Complex Care
18. Urology
19. Primary Care
20. Ambulatory Quality Care

Clinical Nurse I/II/III

Areas of Competency

1. Medical-Surgical Units
(1 Medical, 2 Medical, 2 Surgical,

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Page 2 of 7

3 Surgical, 4 Surgical, and 6 Medical)

~~Admission Discharge Transfer (ADT) Nurse~~ Express Admission Unit (EAU)

2. **Rehabilitation**
(3 Acute Rehabilitation (3ARU),
3 Respiratory Rehabilitation Unit (3RRU),
4 Acute Rehabilitation (4 ARU))
3. **Neonatal Intensive Care Unit,
Pediatrics, Pediatric Intensive Care Unit**
4. **Adult Intensive Care Units (MICU, TICU, CCU, SICU),
Burn Unit, Emergency Department**
5. **Resource Nurse (Rapid Response Team nurses or RRT nurses) and PICC
Nurse**
6. **Cardiac Cath Lab**
7. **Interventional Radiology**
8. **Ambulatory Surgery Post Anesthesia**
9. **Progressive Care Unit**
10. **Labor and Delivery**
11. **Mother-Infant Care Center (MICC)**
12. **Operating Room**
13. **Ambulatory Care**
14. **Renal Care Center**
15. **Coded Float:**
**Competency areas for coded float nurses are determined based upon the
greatest percentage of assignments within Appendix B, Clinical Nurse I, II,
III Areas of Competency 1-14 in the preceding twelve (12) months. In the**

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Page 3 of 7

event of a layoff, those coded floats determined to be competent in the area being laid off will be included in the layoff process.

Psychiatric Nurse I/II

Area of Competency

1. ~~Psychiatry/Behavioral Health, Drug & Alcohol~~

Nurse Practitioner

Area of Competency

1. Family
2. Adult
3. Neonatal Care
4. Pediatric
5. Women's Health
6. Gerontology
7. Psychiatry/Behavioral Health
8. Oncology

B.2 – Classifications at Custody Health Services

Staff Developer

Area of Competency:

1. Custody Health

Clinical Nurse I/II/III/Psychiatric Nurse I/II

Area of Competency

1. Custody Health

B.3 – Classifications at O'Connor Hospital:

Assistant Nurse Manager

Areas of Competency:

1. Medical Surgical Units (Neurosurgery, Oncology, Infusion Center)
Intermediate Care Transitional Unit (ICTU)
2. Rehab (Wound Care)
3. NICU/~~Pediatrics~~
4. Medical Intensive Care Unit (ICU)
5. PACU

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Page 4 of 7

6. ASU/Endo
7. OR
8. Employee Health
9. Labor & Delivery (L&D)
10. Mother Baby (MB)
11. Emergency Department (ED)

Staff Developer

Areas of Competency:

1. Medical Surgical/Telemetry
2. Critical Care
3. Surgical Services (OR, PACU, Endo, ASU)
4. Family Center (L&D, MB, Peds/NICU)
5. Emergency Department (ED)
6. General Education

Infection Control Nurse

Areas of Competency:

1. Infection Control

Nurse Coordinator

Areas of Competency:

1. Wound Care/Education
2. Lactation
3. Informatics
4. Nursing Quality

Clinical Nurse I/II/III –

Areas of Competency:

1. Intermediate Care Transitional Unit (ICTU)
Medical-Surgical Units
(Neurosurgery , Acute Oncology, Infusion Center)
Sub-Acute
- ~~2. Pediatrics~~
32. Mother Baby Unit (MB)
43. Labor and Delivery (L&D)
54. NICU
65. Post Anesthesia Care Unit (PACU)
76. Ambulatory Surgery Unit (ASU)
Endoscopy

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Page 5 of 7

- 87. Operating Room (OR)
 - 98. Cardiac Cath lab
 - Interventional Radiology (IR)
 - Nuclear Medicine
 - 109. Emergency Department (ED)
 - 110. Intensive Care Unit (ICU)
 - 121. Rehab (Wound Care)
 - 1312. Dialysis*
- *Dialysis nurses can claim ICU competencies

B.4 – Classifications at St. Louise Regional Hospital:

Assistant Nurse Manager:

Areas of Competency:

1. Surgery
2. Intensive Care
3. Medical-Surgical

Nurse Coordinator:

Areas of Competency:

1. Wound Care
2. Quality Assurance

Staff Developer

Areas of Competency:

1. General

Clinical Nurse I/II/III

Areas of Competency:

1. Intensive Care Unit (ICU)
2. Emergency Department (ED)
3. Medical-Surgical Unit
4. Intra-Operative
 - Pre-Operative
 - Special Procedures
 - Post Anesthesia Care Unit (PACU)
5. Labor and Delivery (L&D)
 - Post-Partum
6. Wound Care
 - Infusion Center

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Page 6 of 7

B.5 – Areas of Competency Not Covered

If an area is not covered by this appendix, the parties shall meet and confer on the related areas of competency.

B.6 – Certifications and Specialty Skills

The County may retain less senior nurses or nurses in a lower class who have certifications or specialty skills as designated:

1. Chemotherapy Certification on 6 Medical and Infusion Center
2. Open Heart qualified in SICU
3. Intra-aortic Balloon Pump (IABP) Certification in the CCU
4. Cardiac Cath Lab qualified in the Cath Lab
5. Informatics Nurse Certification for Nursing Information Systems Nurse Coordinator positions
6. Epic Certification for Epic Nurse Coordinators.

FOR THE COUNTY

Cynthia Michulka

FOR RNPA

[Signature] *[Signature]* RNPA PRECEDENT

DATE: *5/14/2024*

DATE: *5/14/24*

From: SCCo To RNPA October 12, 2023

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Page 7 of 7

APPENDIX C – PER DIEM AND EXTRA HELP NURSES

1. Per Diem (PD) and Extra Help (EH) Nurses are appointments to non-permanent positions established to meet peak load or other unusual work situations.

PD and EH nurses may access sccjobs.org and complete job interest notification(s) to be notified of coded nursing positions that are being posted on an open/competitive basis.

2. PD nurses hired into eight (8) hour shifts are required to be available to work at least six (6) shifts a month, two of which shall be weekend shifts (if applicable). PD nurses hired into shifts longer than eight (8) hours are required to be available to work at least four (4) shifts a month, two of which shall be weekend shifts (if applicable). Four (4) weekend shifts per month may be approved as an alternate schedule to the six (6) shifts per month work requirement.

Each PD and EH nurse must be available to work one of the three major holidays: Thanksgiving, Christmas, or New Year's Day on a rotating basis. Christmas Eve and New Year's Eve will be considered as meeting the holiday requirement for the evening shift. When assigned and worked, extra help and per diem nurses shall be paid at time and one half for all hours worked on the three major holidays as noted above.

3. EH nurses are required to be available to work a minimum of four (4) shifts per month, one of which will be a weekend shift.
4. Each PD and EH nurse is expected to float to units within their like area(s) as set forth in Section 8.14 (b), however PD/EH nurses are not eligible for the premium pay.
5. No nurse may receive pay in an extra help capacity in the same classification in the same department for more than 1,040 hours in any fiscal year, unless otherwise approved by the Board of Supervisors.
 - a. Should an extension of hours be requested, the County shall provide RNPA at least twenty (20) days' notice in advance of the scheduled Board of Supervisors meeting. RNPA shall respond within five (5) days of receipt of notice to request to meet and discuss or such request is deemed to have been waived.
 - b. If a request to meet is made, the County and RNPA shall meet and discuss for not more than five (5) working days. If concerns are not alleviated or agreement not reached, the County may proceed.
 - c. The Board of Supervisors may proceed without meeting should they determine circumstances justify urgent action. Reasonable advance notice will be provided to the notice with intention to proceed on such basis.

Tentative Agreement

Appendix C Per Diem and Extra Help Nurses

6. Nurses who work as PD or EH shall be compensated on an hourly basis in accordance with the provisions of the County of Santa Clara Salary Ordinance Section B. (3).
7. Overtime is defined as time worked beyond eighty (80) hours on a bi-weekly pay period, or beyond eight (8) hours in any work day except as mutually agreed upon between the County and the Association. Compensation for regular overtime shall be paid in cash at the rate of one and one-half (1 ½) times the regular hourly rate. Compensation for continuous shift overtime shall be paid in cash at the rate of one and one-half (1 ½) times the regular hourly rate for the first four (4) hours of overtime contiguous to the regular shift of a minimum of eight (8) hours and two (2) times the regular hourly rate for any additional hours worked.
8. PD or EH nurses may elect to work an alternate work day of ten (10) or twelve (12) hour shift with mutual agreement of the nurse and management. This schedule shall be a voluntary/optional alternative to an eight (8) hour work day assignment. A PD or EH nurse working an alternate ten (10) or twelve (12) hour shift shall be compensated for each hour worked at the regular hourly base pay. Hours worked in excess of ten (10) or twelve (12) hours of the alternate ten (10) or twelve (12) hour shift, shall be subject to overtime provisions (Appendix C, #7).
9. PD and EH nurses shall be subject to all provisions of Article 1; Article 2; Sections 3.1, 3.2, 3.4, 3.5; Article 4; Section 6.3; Sections 7.1, 7.6, 7.7; Sections 8.3, 8.4, 8.5, 8.9, 8.14 a) 8.14 b) (except for differential), 8.15, 8.17, Section 13.7; Article 14; Article 16; Article 17; Sections 18.2, 18.3, 18.4, 18.5, 18.9, 18.10, 18.11, 18.12 (except for e), 18.13; Article 19; Article 20; Article 21; Article 22 and Article 23, Appendix A and C of the Agreement between the County and RNPA.
10. The appointing authority may assign on-call duty to unclassified extra help (EH) and per diem (PD) nurses, subject to approval by the County Executive or their designee, when classified staff are not available to be on-call. As used in this section, "on-call" shall have the same definition contained in 8.6(a). The rate of pay shall be one hundred dollars (\$100) for each eight (8) hour shift, or substantial portion thereof, when assigned on-call under this section.

EH and PD nurses understand that coded nurses will be given preference over EH and PD nurses for applicable on-call shifts.
11. Each PD and EH nurse will be evaluated annually. The evaluation shall consist of a comparison of the nurse's performance against written standards established by Management for:
 - 1) Work Unit competencies;
 - 2) Job classification;
 - 3) Unit role expectations;
 - 4) Any appropriate legal or regulatory requirements.

Tentative Agreement
Appendix C Per Diem and Extra Help Nurses

The County and RNPA shall meet within 90 days of agreement to discuss options in assisting extra help and per diem nurses achieve employment in coded positions. Discussions shall include training for assisting extra help and per diem nurses be successful in the testing process and job advancement skills.

The County commits to train managers and supervisors on the effective use of eligible lists, filling temporary vacancies and using the recruitment process including the use of selective certification and alternatives to extra help and per diem including Provisional and Substitute Provisional appointments.

A PD nurse is eligible for and may request a performance salary increase, contingent upon achieving a rating of standard or above in all categories of the performance evaluation and provided that they have worked a minimum of 1,040 hours since the last performance increase. An evaluation used for salary increase shall not be older than 90 days. Each PD nurse may only receive one performance salary increase within a one year time frame.

12. The parties acknowledge the value of permanent positions in maintaining quality of patient care while recognizing the need to use an appropriate staffing mix. The staffing mix accounts for flexibility and fluctuations based on peak loads and unusual work situations:

On a monthly basis the County shall provide the Association with a list of all RNPA represented PD and EH nurses' names, classification, department and hours worked. Each year during the month of July, the County shall provide the Association with a summary of all RNPA represented PD and EH hours by name, classification, department, cost center, and hours for the entire preceding fiscal year.

On a quarterly basis the County shall provide the Association with a report on the aggregate staffing mix of permanent, extra help and per diem.

13. The County and the Association shall meet on a quarterly basis during the term of the agreement to review and discuss the use of PD and EH nurses.

14. Sick Leave Policy for Non-Coded Employees

Extra Help and Per Diem nurses are entitled to Sick Leave pursuant to AB 1522 and the County's Sick Leave Policy for Non-Coded Nurses.

15. Sexual Assault Response Team

Sexual Assault Forensic Examiner nurses in the extra help or per diem classifications assigned to Santa Clara Valley Medical Center's Sexual Assault Forensic Examination Program (SAFE) and designated on scheduled assignment status on a weekday, weekend, or holiday on-call shift shall be compensated at a rate of one-half (1/2) of the regular base rate of pay for each hour on scheduled

Tentative Agreement
Appendix C Per Diem and Extra Help Nurses

assignment status. Any on-call hours on scheduled assignment status shall not count against the 1,040 hours per fiscal year cap for per diem or extra-help employees, until they are actually called in to work.

Sexual Assault Forensic Examiner nurses in the extra help or per diem classifications assigned to Santa Clara Valley Medical Center's Sexual Assault Forensic Examination Program (SAFE) and called to perform Sexual Assault Forensic Examiner duties while on a scheduled on-call assignment status on a weekday, weekend, or holiday shift shall be compensated at time and one-half (1 1/2) of the regular base rate of pay for actual hours worked to a minimum of four (4) hours. Any hours spent on the performance of the forensic exam shall count against the 1,040 hours per fiscal year cap for per diem or extra-help employees.

FOR THE COUNTY

Cynthia Mikalta

DATE: 5/14/2024

FOR RNPA

S Z

RNPA PRESIDENT

DATE: 5/14/24

Tentative Agreement
Side Letter Regarding SAFE Scheduling Practices Policy or Policies

Side letter between the County of Santa Clara and RNPA

Sexual Assault Forensic Examination (SAFE) Scheduling Practices Policy or Policies

Within sixty (60) calendar days following ratification by the Board of Supervisors of the [insert dates] Memorandum of Agreement between the County and RNPA, the parties agree to meet and confer regarding a scheduling practices policy for the SAFE Unit. The County and RNPA may each have up to three (3) representatives for these meet and confer sessions. This side letter shall expire and become inoperative on January 1, 2025.

FOR THE COUNTY

Cynthia M. Latta

DATE: 5/14/2024

FOR RNPA

J M

RNPA PRESIDENT

DATE: 5/14/24