Memorandum of Understanding

between

County of San Mateo

and

California Nurses Association
(CNA)

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April 1, 2018 – December 31, 2021

California Nurses Association
Memorandum Of Understanding

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MEMORANDUM OF UNDERSTANDING

The California Nurses Association and representatives of the County of San Mateo have met and conferred in good faith regarding wages, hours and other terms and conditions, have exchanged freely information, opinions, and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees. This Memorandum of Understanding (MOU) is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500 et. seq.) and has been jointly prepared by the parties.

This MOU shall be presented by the Association to the employees to be covered hereby for ratification by said employees, and shall thereafter be presented to the County Board of Supervisors and, if appropriate, to the Civil Service Commission as the joint recommendations of the undersigned for salary and employee benefit adjustments for the period commencing April 1, 2018 and ending December 31, 2021.

Section 1. Recognition

The California Nurses Association, hereinafter referred to as the "Association" is the recognized employee organization for the Registered Nurses Unit, certified pursuant to Resolution No. 38586, adopted by the Board of Supervisors on May 16, 1978.

Section 2. Association Security

2.1. Dues Deduction

The Association may have the regular dues of its members within the Unit deducted from employees' paychecks under procedures prescribed by the County Controller for such deductions. Dues deduction shall be made only upon signed authorization from the nurse on a form furnished by the County, and shall continue (1) until such authorization is revoked in writing by the nurse; or (2) until the transfer of the nurse to a unit represented by another employee organization. Nurses may authorize dues deductions only for the organization certified as the recognized employee organization of the unit to which such employees are assigned.

2.2. Voluntary Political Education and Action Fund

The Employer agrees to administer a voluntary check-off of employee contributions to the Union's political education and action fund. The program shall include the following provisions:

1. Contributions to the political education and action fund are voluntary for employees.
2. The Union is responsible for obtaining check-off authorization from each employee who wishes to have a voluntary payroll deduction.
3. The Union will reimburse the employer for the costs of administering the payroll deduction.

2.3. Agency Shop

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

B. All nurses employed in the representation unit shall as a condition of employment either:

1. Become and remain a member of the Association; or

2. Pay to the Association, an agency shop fee in an amount which does not exceed an amount which may be lawfully collected under applicable constitutional, statutory, and case law (e.g., Hudson v. Chicago Teachers Association, Local No. 1, AFL-CLO), which shall be less than the monthly dues made during the duration of this MOU, it being understood that it shall be the sole responsibility of the Association to determine an agency shop fee which meets the above criteria; or

3. Do both of the following:
   a) Execute a written declaration that the nurse is a member of a bonafide religion, body, or sect which has historically held a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and

   b) Pay a sum equal to the agency fee described above to one of the following non-religious, non-labor, charitable funds exempt from taxation under Section 501(c) (3) of the Internal Revenue Code.

      i. San Mateo County Health Foundation
      ii. Community Overcoming Relationship Abuse (CORA)
      iii. National Alliance on Mental Illness (NAMI)

C. As a condition of employment, all new nurses who are hired into a classification covered by this MOU shall at the time of hire execute an authorization for the payroll deduction of one of the options specified in Section B. 1, 2, and 3 above.

D. Those nurses who elect membership in the Association shall continue to pay Association dues for the duration of this and each MOU thereafter. For a period of ninety (90) to seventy (70) days prior to the expiration of this and any subsequent MOU, any nurse who is a member of the Association shall have the right to withdraw from the Association by discontinuing dues deduction and selecting one of the options specified in Section B above. Said withdrawal shall be communicated by the nurse during that period of time in writing to the County Controller to be delivered by certified mail and must be postmarked during the ninety (90) to seventy (70) day period. Nurses who are subsequently employed in a position outside of the units represented by the Association shall not be required to continue dues deduction.

E. The Association shall provide the County with sufficient copies of the Association's "Hudson Procedure" for the determination and protest of its agency shop fees so that the County can provide a copy to every nurse hired into a class represented by the Association. The Association shall provide a copy of said "Hudson Procedure" to every fee payer covered by this MOU annually and as a condition to any change in the agency shop fee. Failure by an employee to invoke the Association's Hudson Procedure within one month after actual notice of the Hudson Procedure shall be a waiver by the nurse of their right to contest the amount of the agency shop fee.

F. If, after all other involuntary and insurance premium deductions are made in any pay period the balance is not sufficient to pay the deduction of Association dues, agency fee, or charity fee required by this Section, no such deduction shall be made for the current pay period.

G. The provisions of B and C above shall not apply during periods that a nurse is separated from the representation unit but shall be reinstated upon the return of the nurse to the Unit. The term separation includes transfer out of the unit, layoff, and leave of absence of more than thirty (30) days.

H. Annually, the Association shall provide Employee Relations with copies of the financial report the Association annually files with the California Public Employee Relations Board or the U. S. Department of Labor (Form LM-2). Such report shall be available to employees in the unit. Failure to file such a report within sixty (60) days after the end of its fiscal year shall result in the termination of all agency shop fee deductions without jeopardy to any employee, until said report is filed.

I. Compliance

1. A nurse employed in a representation unit that has been granted Agency Shop in accordance with Section C above and all nurses hired into a job class covered by this MOU shall be provided with an "Employee Authorization for Payroll Deduction" card by CNA.

2. If any currently employed nurse fails to authorize one of the above deductions within thirty (30) calendar days of hire into a classification covered by this MOU, the County shall involuntarily deduct the agency fee from the nurse's paycheck. The Controller shall determine the timing of such automatic deductions.

J. The Association shall indemnify, defend, and save the County harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability that arise out of or by reason of this association security section, or action taken or not taken by the County under this Section. This includes, but is not limited to, the County's attorneys' fees and costs.

K. Should nurses in a bargaining unit represented by CNA vote to rescind Agency Shop the provisions of 2.2 shall apply to dues-paying members.

2.4. Communications with Employees

Use of space on available bulletin boards shall be provided in each facility for the purpose of posting notices of official CNA business. If a bulletin board is not available in a work location, this may be discussed in a labor-management meeting, and a board will be posted if mutually agreed upon by the County and the Union. Prior to posting, all material must be authorized by the department head or designated representative and the CNA representative. All notices will be posted by CNA's designated representative, and such material must bear the signature of a registered CNA official or be printed on official CNA letterhead. Material which may be posted on the bulletin board is restricted to the following matters:

(1) Association meetings
(2) Association committee reports
(3) Association appointments

(4) Association elections and results
(5) Association bylaws or extracts from official CNA publications

CNA may distribute materials to represented nurses through County mail distribution channels if approved by Employee Relations. This privilege may be revoked in the event of abuse after Employee Relations consults with representatives of CNA.

Authorized CNA representatives may be granted access to all hospital and health facilities in which nurses covered by this MOU are employed for the purpose of observing working conditions. This right shall be exercised reasonably. CNA representatives desiring such access shall obtain permission from the department head or his/her representative before entering any working areas of the facility and shall inform said management representative of the purpose of the visit. CNA representatives granted access to facilities shall not interfere with the normal conduct of work nor shall they order any changes in any aspect of the operation. Within 30 days of the effective date of this MOU, CNA shall provide the department head with a written list of all authorized CNA representatives, which list shall be kept current by CNA. Only authorized representatives on the most current listing may be authorized access to work locations as provided herein.

2.5. Use of County Buildings
County buildings and other facilities shall be made available for use by County employees or CNA or its representatives in accordance with such administrative procedures established by the County Manager or department head concerned.

2.6. Advance Notice
Except in cases of emergency as provided below CNA, if affected, shall be given reasonable advance written notice of any ordinance, resolution, rule or regulation directly relating to matters within the scope of representation proposed to be adopted by the County and shall be given the opportunity to meet with appropriate management representatives prior to adoption.

In cases of emergency when the foregoing procedure is not practical or in the best public interest, the County may adopt or put into practice immediately such measures as are required. At the earliest practical date thereafter CNA shall be provided with the notice described in the preceding paragraph and be given an opportunity to meet with the appropriate management representatives.

Section 3. Professional Performance Committees

3.1 Objectives
The objectives of Professional Performance Committees (PPC) shall be:

(1) to consider constructively and make recommendations regarding the professional practice of nursing, and

(2) to consider and recommend ways and means to improve patient care.

3.2 Composition
A PPC shall be composed of registered nurses covered by this MOU.

3.3 Meetings

(1) The PPC may post notices of meetings on authorized bulletin boards and utilize County premises for their meetings.

(2) Not more than six (6) Public Health Nurses shall be excused from duty with pay, for up to two (2) hours each in any one (1) month to participate in the PPC activities.

(3) Not more than ten (10) Registered Nurses/Nurse Practitioners from Hospitals, Clinics and/or Correctional Health shall be paid at the straight time rate up to two (2) hours each in any one (1) month, to participate in PPC activities. This shall be considered voluntary attendance at a meeting and shall not be compensable at the overtime rate. Of these ten (10) PPC members, up to two (2) seats will be dedicated to Registered Nurses from clinics located in North and South County nurses, and not more than three (3) Nurse Practitioners shall be paid to participate in PPC activities in any given month.

RN's and NP's from the hospital, corrections, or clinics may attend scheduled meetings that do not conflict with patient coverage and/or result in using additional staff for coverage. The location of such meetings will be determined by the PPC Committee and may be rotated as appropriate.

(4) The Community Mental Health PPC shall continue to meet regularly every six (6) weeks.

(5) Special meetings of the PPC with administration of the facility may be scheduled on County-time with the approval of the department director.

(6) The PPC will supply a copy of the agenda and minutes of its meetings to the department director.

(7) The department director will respond in thirty (30) calendar days either in writing or in person to any Committee recommendations concerning nursing practices, health and safety issues, and patient care.

3.4 Ad Hoc Acuity System Sub-Committee

Two Registered Nurses from the PPC shall be selected by CNA to serve on a joint Labor-Management ad hoc subcommittee to participate in implementing the Hospital's acuity staffing system. This subcommittee will reconvene to conduct an annual review and evaluation of the Hospital's staffing acuity system. The total number of management representatives shall be no more than the total combined labor representation.

Section 4. Recruitment and Retention Committee

A Recruitment and Retention Committee shall be established for Health System. Upon the Union's request, this committee shall meet quarterly to consider factors affecting the County's ability to recruit and retain nurses. The committee shall be composed of three (3) nurses appointed by CNA and up to three (3) County representatives, 1 of whom may be the County's Nurse Recruiter. The County will respond in writing within thirty (30) calendar days to all written Committee recommendations.

Section 5. Notification of New Hires and Terminations

The department shall provide a member of the representation unit, who shall be designated for this purpose by the Association, with the names, work station, job title; work, home, and personal cellular telephone numbers; personal email addresses on file with the employer; and home address of any newly hired employee within thirty (30) days of the date of hire or by the first pay period of the month following hire of each registered nurse employed. The release of personal cell phone numbers, personal email addresses and home addresses may be subject to employee notice and opt out procedures.

The County shall also provide the designated member of the representation unit with the name of each registered nurse whose employment is terminated by the County.

Section 6. No Discrimination

There shall be no discrimination because of race, creed, color, national origin, sex, sexual orientation, age, or any other classification protected by law, or legitimate employee organization activities against any employee or applicant for employment by the Association or by the County or by anyone employed by the County; and to the extent prohibited by applicable state and federal law there shall be no discrimination against any disabled person solely because of such disability unless that disability prevents the person from meeting the minimum standards established.

Section 7. Association Representatives

7.1 Attendance at Meetings

County nurses who are official Nurse Representatives of CNA shall be given reasonable time off with pay to meet and confer or consult with management representatives or to be present at hearings where matters within the scope of representation are being considered. Use of official time for this purpose shall be reasonable and shall not interfere with the performance of County services as determined by the County. Such representatives shall submit written requests for absences to Employee Relations at least two (2) working days prior to the scheduled meeting whenever possible. Except by agreement with Employee Relations the number of nurses excused for such purposes shall not exceed three (3) at any one time for meet and confers. If any employee's request for excused absence is not approved, such disapproval shall be subject to appeal to the County Manager whose decision shall be final.

7.2 Contract Negotiations

For formal contract negotiations, the number of nurses excused with pay for such purposes shall not exceed six (6) nurses in accordance with the following classifications:

One (1) Public Health Nurse or Senior Public Health Nurse
One (1) Community Mental Health Nurse
One (1) Nurse Practitioner
Three (3) from among nurses in the Staff Nurse series, as defined in Section 8.2 of this MOU, Clinical Nurses or Charge Nurses.

The County will also excuse up to two (2) additional nurses from duty without pay for formal contract negotiations.

If any employee's request for excused absence is not approved, such disapproval shall be subject to appeal to the County Manager whose decision shall be final.

CNA shall be allowed a total of twenty-four (24) hours of unpaid leave time per contract year for County nurses who are official nurse representatives to conduct internal Association business.

7.3 Handling of Grievances

CNA shall designate a reasonable number of Nurse Representatives to assist in resolving grievances and notify Employee Relations in writing of the designated individuals. The designation will depend on such circumstances as geographical locations, hours of employment, and departmental organizational structure. Alternates may be designated to perform Nurse Representative functions during the absence or unavailability of Nurse Representatives. Nurse Representatives may be relieved from their assigned work duties by their supervisor to investigate and process grievances initiated by nurses within the same work area or representation unit. Requests for release time shall not be denied unreasonably. Nurse Representatives shall promptly report to CNA any grievances which may arise and cannot be adjusted on the job. Supervisory nurses shall not represent non-supervisory nurses in a grievance procedure where such activity might result in a conflict of interest. Neither a Nurse Representative nor CNA shall order any changes, and no change shall be made except with the consent of the appropriate department heads.

Whenever a nurse is required to meet with a supervisor and the nurse reasonably anticipates that such meeting will involve questioning leading to disciplinary action, he/she shall be entitled to have a Nurse Representative present if he/she so requests. It is not the intention of this provision to allow the presence of a Nurse Representative during the initial discussion(s) of a nurse's performance evaluation.

7.4 New Employee Orientation

The Association shall be allowed a reasonable period of time not to exceed thirty (30) minutes at a time determined by the County at each New Nurse Orientation session for Health System to speak to employees in classifications represented by the Association.

The County will provide the Association Representative with the dates, times and locations for New Nurse Orientation sessions on an annual basis, subject to change, and updates as they occur. The Association will coordinate with the County regarding the Association representative or designee who will attend each session.

Section 8. Salaries

8.1 The salary ranges for all nurses in the aforementioned representation unit will be as set forth in Exhibit A which is attached hereto and made a part hereof. As reflected in the Exhibits, salaries shall be adjusted as follows:

A. Cost of Living Adjustments

Effective April 22, 2018, there shall be a cost of living increase of four percent (4%);

Effective May 5, 2019, there shall be a cost of living increase of four percent (4%);

Effective February 9, 2020, there shall be a cost of living increase of two percent (2%);

Effective February 7, 2021, there shall be a cost of living increase of two percent (2%).

B. Equity Adjustments
Effective April 22, 2018, there shall be an equity adjustment of one percent (1%) for all employees represented by the bargaining unit.

8.2 The base salaries for the Staff Nurse Series, which includes the classifications listed below, will have an ongoing linkage:

- Ambulatory Care Nurse
- Correctional Health Nurse
- Critical Care Nurse
- Infusion Nurse
- Long Term Care Nurse
- Medical-Surgical Nurse
- Perioperative Nurse
- Psychiatric Nurse

Current salaries for the above classifications are equal. Any future requests for a salary review for any of these classifications will include a salary review of all the linked classifications as listed in this section.

The salary of the Community Mental Health Nurse is aligned with the Public Health Nurse.

8.3 Except as herein otherwise provided, the entrance salary for a new nurse entering County service shall be the minimum salary for the class to which appointed. When circumstances warrant, the HRD Director may, upon recommendation of the department head, approve an entrance salary which is more than the minimum salary. The Director's decision shall be final. Such a salary may not be more than the maximum salary for the class to which that employee is appointed unless such salary is designated as a Y-rate by the Board of Supervisors.

8.4 Public Health Nurses shall be appointed at the "C" step of the salary range if the nurse has a MPH degree and at least one (1) year of experience, or five (5) years of experience. Such experience must be in Public Health Nursing in an official setting.

8.5 Effective April 22, 2018, Nurses who have completed the equivalent of three (3) years of continuous full-time service with the County (6,240) shall receive experience pay in the amount of three percent (3%) of base pay.

Nurses who have completed the equivalent of ten (10) years of continuous full-time service with the County (20,800 hours) shall receive experience pay in the amount of two percent (2%) of base pay for a total of five percent (5%).

Nurses who have completed the equivalent of fifteen (15) years of continuous full-time service with the County (31,200 hours) shall receive additional experience pay in the amount of two percent (2%) of base pay for a total of seven percent (7%).

Nurses who have completed the equivalent of twenty (20) years of continuous full-time service with the County (41,600 hours) shall receive additional experience pay in the amount of two percent (2%) of base pay for a total of nine percent (9%).

Nurses who have completed the equivalent of twenty-five (25) years of continuous full-time service with the County (52,000 hours) shall receive additional experience pay in the amount of two percent (2%) of base pay for a total of eleven percent (11%).

8.6 Permanent and probationary nurses serving in regular established positions shall be considered by the appointing authority on their salary anniversary dates for advancement to the next higher step in the salary schedule for their respective classes based on hours served in that classification as defined below. All increases shall be effective at the beginning of the next full pay period. Salary range adjustments for a classification will not set a new salary anniversary date for nurses serving in that classification.

(1) After completing one thousand forty (1040) regular hours satisfactory service in Step A of the salary schedule, and upon the appointing authority's recommendation, nurses shall be advanced to the next higher step in the salary schedule for the class. If a nurse is appointed at a step higher than the first step of the salary range for that class, the first merit increase shall be after completion of two thousand eighty (2080) regular hours of satisfactory service.

(2) After completing two thousand eighty (2080) regular hours satisfactory service in each of the salary step above A, and upon the appointing authority's recommendation, nurses shall be advanced to the next higher step in the salary schedule for the class until the top step is reached.

(3) If a nurse completes the one thousand forty (1040) or two thousand eighty (2080) hours in the middle of a pay period, he/she shall be eligible for an increase as follows:

- if the merit increase period is completed during the first week of a pay period, the increase will be effective with the start of the then current pay period.

- if the merit increase period is completed during the second week of a pay period, the increase will be effective with the start of the next pay period.

(4) Upon recommendation of the appointing authority and approval by the HRD Director, nurses may receive special merit increases at intervals other than those specified in this Section. The Director's decision shall be final.

8.7 Each nurse shall be considered for salary step increases according to the date of that nurse's appointment, or the revised salary anniversary date. If a nurse begins service later than the first business day of a biweekly pay period, or has changes which would cause the salary anniversary date to be other than the first business day of a biweekly pay period, then the salary anniversary date shall be determined from the first day of the following biweekly pay period.

Changes in a nurse's salary because of promotion, upward reclassification, postponement of salary step increase, or special merit increase will set a new salary anniversary date, which date shall be as stated in the preceding paragraph.

Nurses who are rejected during the probationary period and revert to their former classification shall return to the salary anniversary date held in the former class unless otherwise determined by the HRD Director.

The salary anniversary date for a nurse shall not be affected by a transfer, downward reclassification or a demotion.

A permanent nurse accepting provisional employment in a higher or different class in the Classified Service, who reverts to the former class, shall retain the salary anniversary date in the former class on the same basis as if there had been no such provisional appointment.

Upon the appointing authority's recommendation and approval of the HRD Director, provisional, temporary and extra help nurses shall be advanced to the next higher step in the salary schedule upon completion of the periods of service prescribed in this Section, provided that their service has been satisfactory. Also, upon the appointing authority's recommendation and approval by the Director, continuous service in a provisional, temporary or extra help capacity shall be added to service in a regular established position for purposes of determining a nurse's salary anniversary date, eligibility for salary increases, and vacation and sick leave accrual. Such service may not be added if it preceded a period of over 28 consecutive calendar days during which the nurse was not in a pay status, except when the nurse is absent from the position due to an injury or disease for which he/she is entitled to and currently receiving Workers' Compensation benefits.

8.8 Salary Step When Salary Range Is Revised

Whenever the salary range for a class is revised, each incumbent in a position to which the revised schedule applies shall remain at the step in the previous range, unless otherwise specifically provided for by the Board of Supervisors.

8.9 Salary Step After Promotion or Demotion

When a nurse is promoted from a position in one class to a position in a higher class, and at the time of promotion is receiving a base salary equal to, or greater than, the minimum base rate for the higher class, that nurse shall be entitled to receive the next step in the salary schedule of the higher class which is at least 5.7% above the rate he/she has been receiving, except that the next step shall not exceed the maximum salary of the higher class. When a nurse is demoted, whether such demotion is voluntary or otherwise, that nurse's compensation shall be adjusted to the salary prescribed for the class to which demoted, and the specific rate of pay within the range shall be determined by the HRD Director, whose decision shall be final; provided, however, that the Board of Supervisors may provide for a rate of pay higher than the maximum step of the schedule for the nurse's class, and designate such rate of pay as a Y rate, and also provided that a nurse demoted as a result of abolition of a position shall be placed at the salary step in the lower class which most closely approximates (but does not exceed) his/her salary in the higher class.

8.10 "Y" Rate Process

When a nurse is reclassified downward, she/he shall continue in his/her present salary range, with cost of living adjustments, for two years, at which point his/her salary shall be frozen ("Y" - rated) until the salary assigned to the lower class equals or exceeds such "Y" rate. The "Y" rate

provisions of this section shall not apply to layoffs, demotions, or other personnel actions resulting in an incumbent moving from one position to another.

8.11 Nurse Practitioner Exempt Status

Nurse Practitioners shall have exempt status under the Fair Labor Standards Act (FLSA) and do not receive compensation for hours worked in excess of forty (40) per week.

Nurse Practitioners whose FTE status is seventy-five percent (75%) or greater shall receive the equivalent of three (3) hours per pay period of time placed into a bank for their use as paid time off throughout the year (seventy-eight (78) hours). This bank will be established the first full pay-period of each fiscal year and must be used prior to the final full pay period in the fiscal year. Balances remaining at the end of the fiscal year will be forfeited with no cash value. Processes for advanced approvals for time off will not change and the Nurse Practitioners will be expected to follow established policies when requesting to use this time.

For Nurse Practitioners hired during the fiscal year, this bank will be established the first full pay period following their date of hire. The bank will be loaded with the equivalent of three (3) hours per pay period of the remainder of the fiscal year. For example, if there are three (3) pay periods remaining in the fiscal year, the Nurse Practitioner's bank will be loaded with nine (9) hours which must be used prior to the final full pay period in the fiscal year.

This bank will be established the first full pay-period of each fiscal year and must be used prior to the final full pay period in the fiscal year. Balances remaining at the end of the fiscal year will be forfeited with no cash value. Processes for advanced approvals for time off will not change and the Nurse Practitioners will be expected to follow established policies when requesting to use this time.

If a Nurse Practitioner works an additional, full shift (defined as four (4) hours or more) beyond his or her regularly assigned work hours which results in the Nurse Practitioner actually working more than forty (40) hours in a workweek, the Nurse Practitioner shall earn straight time pay for the additional hours worked. This shift of four (4) hours or more must be utilized to provide patient care and not for administrative purposes.

8.12 Affiliate Staff Dues

For Nurse Practitioners and Supervising Nurse Practitioners who are required to pay affiliate staff dues to the San Mateo Medical Center, the County agrees to pay the annual affiliate staff dues per employee for the term of this agreement. These funds are in addition to the educational expenses detailed in Section 23.11.

Section 9. Days and Hours of Work

9.1 The standard work week for nurses occupying full-time positions consists of forty (40) hours unless otherwise specified by the Board of Supervisors. The appointing authority shall fix the hours of work with due regard for the convenience of the public and the laws of the state and the County. Nurses occupying part-time positions shall work such hours and schedules as the Board and the appointing authority shall prescribe.

9.2 Scheduled Days Off

The County will continue its present practice regarding scheduling nurses at San Mateo Medical Center or the County Jail an average of every other weekend off duty. Patient care requirements and equitable staff scheduling shall be considered.

9.3 Work Schedules

In areas where there is not a regular schedule, tentative work schedules shall be posted six (6) weeks prior to the week the schedule becomes effective. The schedule shall be made final no later than ten (10) days prior to the effective date of the schedule. Affected nurses shall be notified before any changes are made in the final schedule. Schedules for Outpatient Clinics shall be posted at least ten (2) weeks prior to the week the schedule becomes effective.

9.4. Work Shifts

Nurses covered by this MOU who are required to work or "stand by" within the facility during their thirty (30) minute meal period shall receive payment at the rate of one and one-half times their base rate of pay for time worked within the meal period.

For nurses working straight shifts:

1. Breaks are two 15-minute periods and must be taken on the nursing unit.
2. Breaks will be predicated on workload and may be combined at the discretion of the Charge Nurse or Unit Manager. The time of the breaks will be determined by the Charge Nurse or Unit Manager.

9.5. Alternative Work Week Options

The County may on a department by department, division by division or unit by unit basis offer alternative work week options. Such options may include but are not limited to a 4/10 workweek, 9/80 scheduling, flexible schedules and 12-hour shifts (see Exhibit B for specifics). The purpose of providing for Alternative Work Week Options is to offer incentives for the recruitment and retention of nurses covered by this Agreement. In addition to these goals, having Alternative Work Week Options:

1. Will result in no diminution of service to patients or clients, for support staff, availability to other department staff, or the timely and effective processing of work and meeting of deadlines.

2. Will cause no additional or disproportionate share of work for employees choosing to not participate in an Alternative Work Week Option.

Should a department or division agree to enter into an alternative work week agreement, the department except in cases of emergency as provided below, also agrees to meet with the Association as soon as any problems with the alternative schedules are identified. Except in cases of emergency, alternative schedules shall not be discontinued without such a meeting taking place. In all decisions regarding alternative work schedules, the department head's decision is final. Nurses who request an alternative schedule under this section shall not bump another nurse out of a previously approved schedule.

In cases of emergency when the foregoing procedure is not practical or in the best public interest, the County may adopt or put into practice immediately such measures as required, for the duration of the emergency. At the earliest practicable date thereafter, the Association shall be

provided with the notice described in the preceding paragraph and be given an opportunity to meet with the appropriate management representative(s).

9.6. Voluntary Time Off Program

Full-time, permanent employees may request a reduction in their work hours through the Voluntary Time Off (VTO) Program as described in the County's Voluntary Time Off Policy as summarized herein. Employees may apply for the VTO Program at any time during the year, with the understanding that the granting of employees' VTO requests are at the department's discretion. Application forms shall be made available through payroll clerks and the Benefits Office. Approved applications for enrollment received after April 1st of each year will be effective the first pay period in July of that year. Approved applications received prior to April 1st will be effective the pay period following receipt of approved applications in Human Resources Department.

Participating employees shall be considered to be in a full-time pay status and the voluntary reduction in work hours will not affect the following benefits:

- Health Insurance Coverage
- Dental Insurance Coverage
- Basic Life Insurance
- Short Term Disability
- Pay for Work-Out-Of-Class
- Step Increases
- Probationary Period
- Seniority
- Supplemental Life Insurance

There will be no effect on accrual of vacation, sick leave and holidays; however, all regular or normal time taken off during the program for vacation, sick leave, holiday, or compensatory time will be compensated at the reduced hourly rate.

The following benefit areas may be impacted by VTO under the following circumstances:

Overtime: Overtime compensation will not begin until after forty (40) hours have been worked during any one workweek, and voluntary time off shall not be considered as time worked when determining eligibility for overtime compensation.

Long Term Disability: Because the Long Term Disability Plan is based on the worker's salary, the reduced work hours and the corresponding reduced salary may lower the premiums and the benefits derived.

All applications are subject to approval by the applicant's department head, who shall balance VTO requests against the department's needs and against other submitted VTO requests. VTO requests submitted within a work unit should be considered on a seniority basis if all other considerations are equal and there are no other mitigating circumstances. Applications which are disapproved by the department head, or which are approved for a lesser amount of time than requested will be reviewed by the County Manager and the Human Resources Department Director whose decision is final.

9.7 Rest Periods

Each institutional nurse shall have an unbroken rest period of at least twelve (12) hours between shifts, and of at least fifty-five (55) hours between shifts when the nurse is off duty on the weekend or two (2) consecutive days off duty, and of at least thirty-one (31) hours between shifts when the nurse is off-duty on a holiday or for a single day. All hours worked within the above rest periods shall be paid at the rate of one and one-half times the nurse's straight-time rate of pay. This provision may be waived on the request of the individual nurse and with the agreement of the supervisor. Nurses shall not be eligible for this rest period compensation for hours for which they are paid overtime compensation in accordance with Section 10 of this MOU.

9.8 Attendance at Educational Courses

The County will endeavor to schedule required hours of work for nurses so as to permit them to attend educational courses directly related to the nursing profession, provided that such scheduling shall not interfere with normal operation of the unit or department.

9.9 Mandatory Attendance at Trainings or Meetings

An employee shall be paid a minimum two (2) hours straight-time of the employee's base pay for mandatory attendance at training classes or staff/unit meeting if the employee is required to report to the training/meeting on a non-work day.

9.10 Mandatory Violence Prevention and Crisis Prevention/De-escalation Training

A. Mandatory Violence Prevention Training: The County will provide annual, mandatory violence prevention training for all nurses in the bargaining unit.

B. Crisis Prevention/De-escalation Training: County-provided crisis prevention/de-escalation training opportunities will be made available to all RN's effective January 1, 2019. The parties acknowledge that the type of training and curriculum provided may vary by classification and/or assignment.

RN's assigned to units where County-provided crisis prevention/ de-escalation training is required will be given priority for available training spots. The "hand-on" portion of crisis prevention/ de-escalation training will be restricted to RN's whose units require it.

RN's will not be required to use education leave to attend crisis prevention/de-escalation training.

C. Safety Committees: As part of the Countywide Safety Committee, the County agrees to establish a violence prevention sub-committee in which one C.N.A. represented nurse, selected by the union, will participate on this sub-committee.

Additionally, one C.N.A. represented nurse, selected by the union, will participate on the San Mateo Medical Center Safety Committee.

Section 10. Overtime

10.1 Authorization

All compensable overtime must be authorized by the appointing authority or his/her representative in advance of being worked. If prior authorization is not feasible due to emergency conditions a confirming authorization must be made on the next regular work day following the

date on which the overtime was worked. Overtime worked must be in the job class in which the nurse is regularly employed or in a class for which the nurse is authorized higher pay for work in a higher class.

10.2 Definition

Except as otherwise provided by Charter, any authorized time worked in excess of a forty (40) hour weekly work schedule shall be considered overtime compensable at the rate of one and one-half times the overtime worked by monetary payment or by the granting of compensatory time off. Extra help shall be paid the overtime rate after working forty (40) hours during their normal work week - a fixed and regularly recurring period of seven (7) consecutive twenty-four (24) hour periods. Overtime resulting from required attendance at training classes or training meetings shall be compensable at the straight-time rate in an amount equal to the overtime worked unless a different rate is prescribed for an employee covered by the Fair Labor Standards Act. For the purpose of determining eligibility for overtime compensation, any absence with pay other than sick leave shall be considered as time worked. The smallest increment of working time that may be credited as overtime is six (6) minutes. Portions of six (6) minutes worked at different times shall not be added together for the purpose of crediting overtime.

Public Health Nurses will not have their scheduled workweek or workday reduced in whole or in part to compensate for time worked in excess of a regularly scheduled workweek or workday, except as follows: When a Public Health Nurse works more than eight (8), nine (9) or ten (10) hours based on his/her regular schedule in a day in order to participate in a scheduled evening clinic, the nurse shall have the option of adjusting his/her workweek within forty (40) hours; such time off will be taken during the same workweek at a time agreed on by the nurse and the department. The other options are earning overtime or compensatory time, compensable at the rate of one and one-half (1 ½) times the overtime worked, as provided by his/her work group. Comp time off or overtime pay at the rate of one and one half times the time worked shall be allowed for time worked after the scheduled end of the clinic.

10.3 Double Shift

Part-time nurses working less than forty (40) hours per week who work a double shift of sixteen (16) hours shall be compensated at the rate of time and one-half for the second eight (8) hours. Part-time nurses working more than eight (8) hours but less than sixteen (16) hours shall be compensated at the rate of time and one-half (1 ½) for all hours beyond eight (8); except part-time nurses scheduled to work a shift greater than eight (8) hours will be compensated at the rate of time and one-half (1 ½) only for hours worked beyond the scheduled shift.

Nurses will not have a scheduled workday reduced in whole or in part to compensate for time which they are ordered to work in excess of another regularly scheduled workday.

10.4 Work Groups

The HRD Director shall allocate all job classes to the following described work groups for purposes of determining categories of employees to be compensated by monetary payment or by compensatory time off. The decision of the Director shall be final; provided, however, that prior to changing the work group of an existing class covered by this MOU the Director shall notify CNA of the contemplated change and if requested, discuss with CNA the reasons for the work group change.

Note: Work Groups 1, 2, 3 and 4 pertain to employees not covered by this MOU.

Work Group 5: Nurses in Work Group 5 are exempted from the Fair Labor Standards Act and may be compensated for overtime worked either by monetary payment or by compensatory time off, at the nurse's option. Comp time off which accrues in excess of eighty (80) hours must be liquidated by monetary payment.

10.5 Compensatory Time Off

Utilization of compensatory time off shall be by mutual agreement between the department head and the nurse. The smallest increment of comp time which may be taken off is six (6) minutes.

10.6 Unscheduled Overtime

No nurse shall be required to work overtime if a qualified nurse is voluntarily available.

In instances where staff is needed as a result of unpredictable day-to-day circumstances, the unscheduled work shall be offered first on a voluntary basis to the unit's regular nursing staff (on duty and off) if utilizing them does not result in overtime. If no volunteers are available, the unscheduled work shall be offered to Relief/Extra-help or Registry Nurses if utilizing them does not result in overtime.

If no volunteers are available from the above classifications, to the extent possible and based on operational needs, overtime shall be offered on an evenly distributed, voluntary basis first to regular nursing staff (on duty and off) and, after, to Relief/Extra-help or Registry/Travelers. Any employee offered overtime or extra hours is required to possess the skills and abilities required to perform the work.

If mandatory overtime is necessary, the County will use Travelers/Registry or Relief/Extra-help nurses prior to regular nurses. If regular nurses are used they shall be called in order of reverse seniority. Mandatory overtime will not be assigned to any employee who does not possess the skills and abilities required to perform the work.

Section 11. On-Call Duty

11.1 Nurses shall be paid the hourly equivalent rate of one-half their base pay for time in which they are required to be on an on-call status. Nurses will not receive on-call pay for periods when they are actually at work.

11.2 Nurses required to report back to work during off duty hours shall be compensated for a minimum of three (3) hours of overtime.

Section 12. Differential

12.1 Shift Differentials

Nurses shall be paid ten percent (10%) more than their base rate when assigned to and working a shift which starts after 1:59 p.m. and before 10:00 p.m. Nurses shall be paid fifteen percent (15%) more than their base rate when assigned to and working a shift which starts after 9:59 p.m. and before 5:00 a.m.

Nurses who are on alternative shift schedules as provided for in Section 9.5 and Exhibit B shall be paid shift differential in accordance with their applicable Alternative Work Schedule

Agreement. In the event there is no written agreement regarding hours of shift pay, the County and CNA agree to meet within sixty (60) days to resolve the appropriate payment of shift pay.

12.2 Weekend Differential

Nurses working weekends shall be paid a differential of six percent (6%) more than their base rate for any work performed between Friday 2315 hours and Sunday 2315 hours except for Correctional Facilities where the differential shall be paid for all work performed between Friday midnight and Sunday midnight.

12.3 Staffing Differential

Nurses working in Correctional Health, Acute Psychiatry, Psych Emergency (PES), and the Emergency Department shall be paid a differential of one dollar ($1.00) per hour in addition to any differentials paid under Sections 12.1 and 12.2.

Section 13. Application of Differential

For nurses who have been regularly working a shift described in Section 12 for thirty (30) or more days immediately preceding a paid holiday, comp time off, or the beginning of a vacation or a paid sick leave period, the applicable differential shall be included in the nurse's holiday pay, vacation pay, paid sick leave, or paid comp time. The vacation, sick leave, holiday and comp time off pay of a nurse on a rotating shift shall include the differential such nurse would have received had he/she been working during such period.

Section 14. Acting Pay

A nurse assigned by the department head or his/her representative to perform the duties of a higher level class on an acting basis shall, after five consecutive workdays, receive retroactive to the first day of such assignment, acting pay which shall be computed at one step more than the nurse's current salary in his or her present class. Nurses who are at the top step of their salary schedule and are otherwise eligible for acting pay in accordance with this section shall receive the equivalent of one step (5.74%). Work assignments shall not be changed for the purpose of evading this requirement of providing acting pay to a nurse who would otherwise be eligible for such acting pay as provided herein. Except under unusual or extenuating circumstances, the County shall offer work out of classification assignments to permanent nurses before offering them to per diem nurses.

Section 15. Relief Acting Charge Nurse

A nurse who is assigned to be "in charge" of a unit at SMMC, outpatient clinics, or the Jail for four (4) or more hours of a shift shall be paid an additional thirty dollars ($30.00) for that shift provided that no more than one nurse is assigned "in charge" of each unit for each shift. For RN's who have regularly been assigned as a "charge nurse" for thirty (30) days or more immediately before a paid holiday, sick leave or the start of a vacation, the applicable additional pay shall be included in the RN's holiday or vacation pay.

Section 16. Preceptor/Mentoring/Orienting Program

San Mateo Medical Center and Correctional Health Services will work collaboratively with CNA to develop a Preceptor/Mentoring/Orienting Program. The program will include but not be limited to the following:

Definitions

Preceptorship – A constant teaching and learning method using nursing as clinical role models. The novice is defined as a licensed nurse moving into a new role, domain or setting. Under Section 19.3(1)(d) and (e), the employee must demonstrate required competencies for the position within the allotted precepting period and obtain a competent evaluation at three (3) months and six (6) months following transfer. Example: A new nurse graduate hired to work in Specialty Clinic or Correctional Health.

Mentoring – Where an experienced nurse (mentor) supports the training of a less experienced nurse (mentee). A mentor is an expert person in the field of specialty/area. Example: Newly hired experienced ICU nurse hired to work Acute Psychiatric 3A/B.

Orientation – Defined as newly hired staff employees who need to get familiarized with environment/setting. Nurse has knowledge/skill set in medical-surgical. This is considered as orienting. Examples: Newly hired experienced medical-surgical licensed nurse hired to work in Acute Medical Surgery 2A/B. Newly hired experienced correctional health nurse hired to work in any County correctional facility.

The program will include but not limited to the following:

A preceptor/mentor/orientor is an RN designated by the employer to perform that role. Qualified RNs may volunteer to be designated as preceptors/mentors/orientors and attend an employer provided training program.

In order to be designated as a preceptor/mentor/orientor, an RN must be employed with San Mateo Medical Center or Correctional Health Services at least six (6) months, with two (2) years of satisfactory experience as an RN in the relevant area of expertise and demonstrated current competencies in the department to which the RN is assigned.

Any RN assigned Preceptor/Mentor duties will be paid a preceptor/mentor differential at two dollars ($2.00) above the hourly rate for each hour that the RN is so assigned. The RN preceptor or mentor will be paid the preceptor/mentor differential for the period of time determined by the employer for precepting/mentoring duties. Preceptors/mentors will be paid to train full time, part time and per diem newly hired and transferred RNs and LVN/LPTs.

The parties agree that the preceptor/preceptee and mentor/mentee team will have a reduced patient load for a period of time until the preceptor/mentor and manager determine that the preceptee/mentee is sufficiently trained to handle an independent patient load. The employee who is orienting will have a reduced patient load/assignment as well. There is no additional pay for orienting staff.

Preceptors/mentors will not be paid the preceptor/mentor differential to work with current (non-transfer) staff, students and registry personnel. These duties are currently expected as part of the professional responsibilities of any nurse employed by the San Mateo Medical Center or Correctional Health Services.

The manager will determine when the precepting/mentoring duties end once the staff member can satisfactorily and independently perform clinical functions.

Nurse Educators will not be eligible for preceptor pay.

Section 17. Clinical Nursing

Clinical Nurse Program

The Clinical Nursing program supports the identification of nurse leaders and coordinates their leadership activities in the advancement of evidence-based nursing practice, performance improvement activities, and the advancement of efforts to meet the SMMC's publicly reported patient care metrics. The program is coordinated through a Clinical Nurse Committee.

Clinical Nurse Program Committee:

Membership:

The Clinical Nurse Committee is composed of 3 Nurse Managers or Deputy Directors selected by the SMMC Chief Nursing Officer and 3 represented nurses selected by CNA. At least two of the represented nurses on the committee shall be in the clinical nurse status.

Work of the Program Committee:

This committee shall determine the eligibility of nurses applying to the clinical nurse program, oversee the annual renewal process, and determine the continued eligibility for nurses in the clinical nurse status. Clinical nurses who fail to remain eligible shall be removed from the Clinical Nurse Program.

The Clinical Nurses Program Committee will also meet as necessary to discuss:

i. The application process for becoming a Clinical Nurse
ii. The elements that comprise the initial application and scope of work per applicant
iii. The annual renewal process for current Clinical Nurses
iv. The elements that comprise the renewal process
v. Promoting excellence and the continuation of the Clinical Nurse Program
vi. Advocating for the continued success of Clinical Nurses

Initial Review Outcomes:

The Committee has three options after interview and review of the nurse's application:

1. Accepting the application without conditions with a one year Clinical Nurse appointment.
2. Accepting the application with conditions to be completed and resubmitted in 90 days and be assigned a Clinical Nurse mentor. Failure to meet the conditions will result in not being granted the Clinical Nurse status.
3. Rejecting the application resulting and not granting the Clinical Nurse status.

Annual Review Procedures:

The Committee will determine the criteria and requirements for the annual review for Clinical Nurses who are appointed through the Clinical Nurse Committee process. Current Clinical Nurses under the application process will have one year following Board approval of the successor agreement to complete their renewal.

The Committee shall annually review the status of each Clinical Nurse in the Clinical Nurse Program. The Clinical Nurse shall be advised of the criteria and requirements for the annual review upon the Clinical Nurse Review Panel's-initial approval of the Nurse's application, and upon the Clinical Nurse Review Panel's-approval of each annual review thereafter. If the Clinical Nurse has met the Panel's requirements, the Nurse shall remain in the Clinical Nurse Program for a subsequent twelve (12) months following.

Each Clinical Nurse shall submit a report of their progress toward the requirements to the Clinical Nurse Review Panel nine (9) months following completion of the annual review. The Committee shall notify the Clinical Nurse, the CNO, and the Union if a Clinical Nurse has not made significant progress toward completion of their requirements within the first nine (9) months of their annual review period. Upon receiving such notice, the Clinical Nurse may request an advisor to advise in the completion of the requirements.

Clinical Nurses who fail to remain eligible shall be removed from the Program and the Classification as Clinical Nurse. If the Clinical Nurse fails to meet the requirements by the date of the annual review or the Clinical Nurse fails to submit an application for renewal by the date of the annual review, the Clinical Nurse shall take a voluntary, non-disciplinary demotion to his or her previously-held classification. Following a voluntary non-disciplinary demotion, the Nurse may reapply for the Clinical Nurse Program following twelve (12) months after the date of the voluntary demotion.

B. Clinical Nurses with Specific Job Descriptions

The following nursing assignments require specific job descriptions with some requiring certifications. Such assignments are exempt from the application and renewal requirements described in Section 17(a), and are automatically considered Clinical Nurses. These assignments include:

1. Quality Assurance Nurses
2. Nurse Educators
3. Infection Disease Control and Prevention Nurses
4. Nurse Case Managers
5. Clinical Nurse Specialists (OB)
6. Clinical Informaticists
7. Utilization Review Nurses
8. Wound, Ostomy, Continence Nurses
9. Nurse Diabetic Educators
10. Minimum Data Set (MDS) Nurses

Other Clinical Nurse positions may be created to meet accreditation, licensing, and business needs of the organization. Recruitment opportunities for Clinical Nurse positions with Specific Job Duties will be posted on Human Resources' web site in accordance to Civil Service Rules. Clinical Nurse Program positions through the application process are not subject to these requirements.

The addition of other Clinical Nurse positions may be created to meet accreditation, licensing, and business needs of the organization. Recruitment opportunities for Clinical Nurse positions with Specific Job Duties will be posted in Human Resources' web site in accordance to Civil Service Rules. Clinical Nursing positions through the application process are not subject to these requirements.

C. Transfers:

If a Clinical Nurse elects to transfer to a like specialty the nurse will be allowed six (6) months to submit the renewal requirements to the Committee that is relevant to the new clinical area.

If a Clinical Nurse elects to transfer or is reassigned to an unrelated specialty, the Clinical Nurse will be given six (6) months and assigned a Clinical Nurse mentor to submit an application for the Clinical Nurse Program. If the Nurse fails to submit an application, the nurse will be reassigned to the appropriate Staff Nurse status.

D. Compensation
The salary for Clinical Nurse shall be at the same salary range as that of Charge Nurse.

A nurse who receives Preceptor Differential at any point during the calendar year is ineligible to use preceptor duties for the Clinical Nurse Application.

Section 18. Bilingual Pay

A salary differential up to fifty-five dollars ($55.00) biweekly shall be paid incumbents of positions requiring bilingual proficiency as designated by the appointing authority and HRD Director. Said differential shall be prorated for nurses working less than full-time or who are in an unpaid leave of absence status for a portion of any given pay period. Designation of bilingual positions is the sole prerogative of the County and the Director's decision is final. CNA shall be provided listings of nurses receiving bilingual pay twice a year. Bilingual pay for nurses in the classifications of Public Health Nurse, Community Mental Health Nurse and Nurse Practitioner with a caseload at least fifty percent (50%) of which is comprised of non-English speaking patients shall be seventy dollars ($70.00) biweekly.

18.1 Hiring and Selection
The County will continue to recruit and hire nurses based on a specific need for bilingual skills.

18.2 Testing
All nurses hired to fill positions requiring bilingual skills will be tested for bilingual proficiency. Employee requests for bilingual testing will be referred to the Human Resources Department Director's designee whose decision shall be final.

18.3 Continued Use of Bilingual Language Skill
Nurses hired to fill positions requiring bilingual skills may be required to remain in bilingual pay positions. Nurses who were selected to fill positions requiring bilingual skills during the implementation of the bilingual program will be allowed to voluntarily leave such positions provided management can reasonably replace them and there are sufficient positions within the class they can fill. Nothing herein precludes any of the above specified nurses from promoting to higher classifications.

18.4 Transfers
Transfers of nurses occupying bilingual pay positions shall be in accordance with County policy and practice and shall not be in violation of this MOU. It is recognized that utilization of a bilingual skill may be the sole reason for transfer in order to meet a specific County need.

18.5 Review
Management shall periodically review the number and location of bilingual pay. If the County decides to reduce the number of filled positions in a specific division or location eligible for bilingual pay, The County shall provide individual nurses with one full pay period of notice prior to loss of the bilingual pay eligibility.

18.6 Administration
Administration of the bilingual pay plan will be the overall responsibility of the HRD Department. Any disputes concerning interpretation or application of the bilingual pay plan shall be referred to the HRD Director whose decision shall be final.

Section 19. Layoff and Re-Employment

19.1 Notice of Layoff

The department head will give at least 14 days advance written notice to nurses to be laid off unless a shorter period of time is authorized by the HRD Director.

19.2 Precedence by Employment Status

No permanent nurse shall be laid off while nurses working in an extra help, temporary, provisional, or probationary status are retained in the same class unless that nurse has been offered the extra help, temporary, or provisional appointment. The permanent nurse will be eligible for such appointment even if the position is occupied by an RN from a travel company at the time the permanent nurse is laid off. The order of layoff among nurses not having permanent status shall be according to the following categories:

(1) Extra-Help
(2) Temporary
(3) Provisional
(4) Probationary - among probationary nurses in a given class, order of layoff shall be by to reverse order of seniority as determined by continuous County civil service, not continuous time in that probationary period

Layoffs shall be by job classification according to reverse order of seniority as determined by total continuous County civil service, except as specified above. More senior nurses in the division and classification subject to the layoff may volunteer to be laid off in lieu of the least senior nurse. The following provisions shall apply in computing total continuous service:

(1) Time spent on military leave, leaves to accept temporary employment outside the County government and leave to accept a position in the unclassified service shall count as County service.

(2) Periods of time during which a nurse is required to be absent from his/her position by reason of an injury or disease for which he/she is entitled to and currently receiving Workers' Comp benefits shall be included in computing length of service for the purpose of determining that nurse's seniority rights.

(3) Time worked in extra help status shall not count as County service.

(4) Time worked in permanent, probationary, provisional or temporary status shall count as County service. Part-time status shall count at the rate of one year of continuous employment for each two thousand eighty (2080) straight-time hours worked.

If two or more nurses have the same seniority, the nurse whose birthday falls closer to January 1 shall be determined more senior.

19.3 Procedures

(1) Nurses who are laid off shall have the following three choices:

(a) Transferring to a vacant position on a County-wide basis for which the

nurse meets the minimum qualifications as determined by management. Such employee will serve a three (3) month precepting period that will include a performance evaluation at three (3) months. The nurse must demonstrate required competencies for the position within the allotted precepting period and obtain a competent evaluation at three (3) months. In the event the employee does not obtain a competent evaluation at three (3) months, such employee will have exhausted his/her lay-off options as defined in this section, and will be laid off, subject to the severance benefits described in Section 19.6. In the event more than one qualified employee seeks to transfer to the same vacant position, the most senior, qualified nurse shall be eligible for the position.

(b) Displacing the employee in the same classification in the same division, having the least seniority in County service, if there is no vacant position.

(c) On a County-wide basis, taking a voluntary demotion to a classification in which the nurse had prior permanent status in the County provided such a position is held by an employee with less seniority.

(2) Reemployment shall occur in accordance with Civil Service Rule VIII.

(3) Any disputes concerning the interpretation of this section shall be referred to the Human Resources Director whose decision shall be final.

(4) A displaced nurse may request the HRD Director to place his/her name on the promotional eligible list or open eligible list for any class for which, in the Director's opinion, he/she is qualified. The nurse's name will be above the names of persons who have not been displaced, ranked in the order specified in subsection 18.2.

(5) Pursuant to the Civil Service Rules, a nurse may, with the approval of the HRD Director and the gaining department head, demote or transfer to a vacant position for which he/she possesses the necessary skills and fitness.

(6) At the sole discretion of the HRD Director, a nurse may be allowed to transfer and displace a less senior employee in a position in which he/she had prior probationary or permanent status and which the Director determines is equivalent with respect to duties and responsibilities to the position the nurse presently occupies.

(7) A transfer is defined as a change from one position to another in the same class, the salary range of which is not more than ten percent higher.

(8) Part-time nurses shall not replace full-time nurses, unless the part-time nurse has held full-time status in the classification.

(9) In addition to all other options, nurses in classifications at risk of being eliminated, as determined by the affected department head, may also be placed on reinstatement lists.

19.4 Names of Nurses Laid Off to be Placed on Reemployment and General Eligible Lists

The names of nurses laid off shall be placed on reemployment eligible lists as hereinafter specified. Former employees appointed from a reemployment eligible list shall be restored all

rights accrued prior to being laid off, such as sick leave, vacation credits, and credit for years of service. However, such reemployed nurses shall not be eligible for benefits for which they received compensation at the time of or subsequent to the date they were laid off.

The departmental reemployment eligible list for each class shall consist of the names of nurses and former nurses having probationary or permanent status, who were laid off or whose positions were reallocated downward as a result of reclassification. The rank order on such lists shall be determined by relative seniority as specified in 18.2. Such lists shall take precedence over all other eligible lists in making certifications to the department in which the nurse worked.

The general reemployment eligible list for each class shall consist of the names of nurses and former nurses having probationary or permanent status who were laid off or whose positions were reallocated downward as a result of reclassification. The rank order on such lists shall be determined by relative seniority. Such lists shall take precedence over all other eligible lists, except departmental reemployment eligible lists, in making certifications on a County-wide basis.

The provisions of this subsection 18.4 shall not apply to employees who have accepted severance pay upon termination of employment.

19.5 Abolition of Position

The provisions of this Section 18 shall apply when an occupied position is abolished.

19.6 Severance Pay

The County will pay the County premium for nine (9) months of medical coverage (but not dental or vision) for an individual nurse who is laid off. This coverage is contingent on the following conditions:

1. The nurse has not refused a County job offer.
2. The nurse is unemployed.
3. The nurse continues to pay his/her share of the premium.
4. The coverage is for individual health insurance only. Such coverage runs concurrently with COBRA and CalCOBRA.

With regards to #1 above, if an employee in a 1.0 FTE position is offered a half-time (.5) or less FTE position and declines the County job offer, he/she is still eligible for the severance pay if he/she is unemployed and continues to pay his/her share of the premium.

Unless herein provided for in Section 19, in the event that a nurse's position is abolished and such nurse is unable to displace another County employee as provided in Section 19.3 of this Memorandum of Understanding, such employee shall receive reimbursement of one week of pay for each full year (2080 hours) of regular service to the County and fifty percent (50%) of the cash value of such employee's unused sick leave; provided, however that such employee shall be eligible for reimbursement only if the employee remains in the service of the County until his/her services are no longer required by the department head. The County shall make every effort to secure comparable employment for the displaced employee in other agencies, and if such employment is secured, the nurse will not be entitled to the aforementioned reimbursement.

19.7 Education Stipend

If a nurse is laid off and not reemployed by the County through a transfer, demotion, or displacement of another employee, the County will pay up to four thousand dollars ($4,000) for tuition or fees in payment for accredited courses or training taken within twelve (12) months of layoff, and taken for the purpose of finding new employment. The administration of this new benefit will be determined by mutual agreement between the County and the Union. Subject to the prior approval of the Human Resources Director, a nurse may use the Education Stipend described herein in advance of layoff for the purpose of training required to qualify for a transfer to a vacant position in the County, in lieu of receipt of the Education Stipend post-layoff. Pre-layoff use of the Education Stipend shall not guarantee County approval of the intended transfer. Time spent in training funded by the Education Stipend shall not count as hours worked.

19.8 Reduction in Force of Less than Fourteen (14) Days

For reductions in force of fourteen (14) days or less including "call-offs", scheduled hours shall be reduced or cancelled in the following order:

1. RN's working beyond forty (40) hours in a week
2. Volunteers to reduce or cancel hours
3. RN's working through a registry or through a travel company for one (1) shift in a two-week period: No regular nurse will be involuntarily reduced if there is a registry Registered Nurse or a traveler Registered Nurse working in that unit
4. Extra Help (per diem)
5. RN's working through a registry or through a travel company: No regular nurse will be involuntarily reduced if there is a registry Registered Nurse or a traveler Registered Nurse working in that unit
6. Part-Time working beyond hired FTE in that payroll week
7. Nurses on a rotating basis per unit log.

Nurses who are voluntarily or involuntarily reduced shall be offered work within his/her facility that is being performed by R.N. registry personnel provided such nurse: (a) is qualified to perform the work; and (b) such assignment will not adversely affect patient care.

Nurses who volunteer or are involuntarily reduced may use (within accrual balances) earned vacation, holiday or comp time, or unpaid leave of absence.

Nurses will be notified at least one and a half (1 ½) hours prior to the start of the nurse's shift. Nurses who are not notified at least one and a half (1 ½) hours prior to the beginning of a scheduled shift and who report for work will be worked and paid a minimum of four (4) hours. This minimum guarantee shall not apply if the employer has contacted the nurse personally by telephone at least one and a half (1 ½) hours prior to the beginning of the shift. In attempting to make personal contact, the employer shall call nurses in order of the unit rotation list until a nurse is contacted. If the employer is unable to personally contact any of the nurses in a unit scheduled to work, and if all of those nurses report for work, the nurse at the top of the call-off list shall be sent home without pay. It shall be the responsibility of each nurse to notify the employer of their current phone number and address.

Prior to temporarily closing or combining units, nurses on the unit/shift to be closed/combined will be consulted on the timing and process of the closure/combination. Staff Nurses on the affected unit/shift will also be consulted on the timing and process of reopening a unit which has been temporarily closed or combined. Every effort will be made to provide eight hours notice

prior to closing or combining units or reopening units. Management will provide orientation to interested nurses to afford them the opportunity to float to other units in their specialty area in the event of closure or call-off.

Section 20. Holidays

20.1 Regular full-time employees in established positions shall be entitled to take all authorized holidays at full pay, not to exceed eight (8) hours for any one (1) day, provided they are in a pay status on both their regularly scheduled workdays immediately preceding and following the holiday. Part-time employees shall be entitled to holiday pay in proportion to the percentage of full-time hours worked during the biweekly pay period which includes a holiday; holiday hours shall be calculated on all hours worked (including the holiday shift) in the pay period in which the holiday occurs. For example, if a part-time employee works fifty percent (50% or 20 hours) of the full-time hours in a pay period, the employee shall be paid for half (½) or four (4) of the hours for each holiday falling within that pay period.

20.2 The holidays in this County are:

A. January 1 .....(New Year's Day)
B. Third Monday in January.....(Martin Luther King Jr.'s Birthday)
C. Third Monday in February.....(Washington's Birthday)
D. Last Monday in May.....(Memorial Day)
E. July 4 .....(Independence Day)
F. First Monday in September.....(Labor Day)
G. Second Monday in October .....(Columbus Day)
H. November 11.....(Veterans Day)
I. Fourth Thursday in November.....(Thanksgiving Day)
J. Friday following Thanksgiving Day
K. December 25 .....(Christmas)
L. Every day appointed by the President of the United States or the Governor to be a day of public mourning, thanksgiving or holiday. The granting of such holidays shall be discretionary with the Board of Supervisors.
M. One (1) eight (8) hour floating holiday which accrues each February 12th.

If the Legislature or the Governor appoints a date different from the ones shown above for the observance of any of these holidays, then San Mateo County shall observe the holiday on the date appointed by the Legislature or the Governor.

20.3 If one of the holidays listed above falls on Sunday and the nurse is not regularly scheduled to work that day, the nurse's first regularly scheduled workday following the holiday shall be considered a holiday.

20.4 If any of the holidays listed above falls on a day other than Sunday and the nurse is not regularly scheduled to work that day, or if a nurse is required to work on a holiday, the nurse shall be entitled to equivalent straight time off with pay. This equivalent straight time off earned is limited to one hundred and twenty (120) hours with any time earned in excess of one hundred and twenty (120) hours cashed out at the equivalent straight time rate. If a nurse leaves County service with accrued holiday hours, those hours will be cashed out.

20.5 Extra help are not entitled to holiday pay or time off with pay in lieu of holiday pay.

20.6 Nurses working on a holiday shall be compensated for such time worked at the rate of one and one-half (1½) times the straight-time rate as provided in Section 10 (Overtime). This compensation may be in the form of overtime pay or comp time off, but not in a combination of the two. Holiday pay will be paid to nurses working the majority of their hours on the actual holiday. For example, nurses working 11 p.m. on the holiday eve will receive holiday pay for the entire shift because a majority of hours worked will fall on the holiday. For nurses that start work at 11:00 pm on the holiday, they will receive regular hours worked but no holiday pay for the entire shift because a majority of hours worked will be on the day following the holiday. .

Section 21. Vacations

21.1 Vacation Allowance

Nurses, excluding extra help, or as herein otherwise provided, shall be entitled to vacation with pay in accordance with the following schedules. Vacation accruals shall be pro-rated for part-time nurses.

(1) During the first five (5) years of continuous service, vacation will be accrued at the rate of 4.0 hours per biweekly pay period worked.

(2) After the completion of five (5) years of continuous service, vacation will be allowed at the rate of 4.9 hours per biweekly pay period worked.

(3) After the completion of ten (10) years of continuous service, vacation will be allowed at the rate of 5.9 hours per biweekly pay period worked.

(4) After the completion of fifteen (15) years of continuous service, vacation will be allowed at the rate of 6.5 hours per biweekly pay period worked.

(5) After the completion of twenty (20) years of continuous service, vacation will be allowed at the rate of 6.8 hours per biweekly pay period worked.

(6) After the completion of twenty-five (25) years of continuous service, vacation will be allowed at the rate of 7.4 hours per biweekly pay period worked.

(7) No nurse will be allowed to carry an accumulation of more than fifty-two (52) biweekly pay periods' vacation accrual at any one time. However, nurses may accrue unlimited vacation time in excess of the maximum allowance when such vacation accrues because of remaining in a pay status during periods of illness or injury which precluded liquidating vacation credits earned in excess of the maximum allowed.

(8) No vacation will be permitted prior to the completion of thirteen (13) full biweekly pay periods of continuous service.

(9) Vacation may be used in increments of six (6) minutes.

(10) Extra help do not accrue vacation credits, except that service in an extra help capacity may be included with service in a regular established position in computing vacation

allowance for purposes of this Section. However, such extra help service may not be included if it preceded a period of over twenty-eight (28) days during which the employee was not in a pay status.

21.2 Vacation Schedule

The time at which nurses shall be granted vacation shall be at the discretion of the appointing authority. Length of service and seniority of nurses shall be given consideration in scheduling vacations and in giving preference as to vacation time.

It is each nurse's responsibility to request vacation in a timely manner so that vacation may be approved and scheduled prior to reaching the limits described in 20.1 (7) above. Department Heads shall make every effort to accommodate written vacation leave requests which indicate the need to reduce accrued vacation leave balances to the allowed level, particularly when such requests are submitted at least four (4) pay periods prior to the date upon which the allowable limit would be reached. Any nurse who feels s/he is unreasonably denied a vacation request as described above may request that Employee Relations investigate and, if appropriate, ensure that the nurse is allowed to take vacation time off when the nurse is at the maximum vacation accrual level.

21.3 Vacation Allowance for Separated Employees

When a nurse is separated from service after continuous employment of at least thirteen (13) biweekly pay periods, any remaining vacation allowance shall be added to the final compensation. A nurse separated before serving thirteen (13) full biweekly pay periods shall not be eligible for vacation allowance.

21.4 Vacation Pay

Payment for vacation shall be at the base pay of the employee plus applicable differential, if any, as provided in Section 13.

Section 22. Sick Leave

22.1 Accrual

All nurses, except extra help, shall accrue sick leave at the rate of 3.7 hours for each biweekly pay period of full-time work. Such accrual shall be prorated for any nurses, except extra help, who work less than full-time during a pay period. For the purpose of this Section absence in a pay status shall be considered work.

22.2 Usage

Nurses are entitled to be paid for sick leave used, to a maximum of the time accrued, under the following conditions:

(1) The nurse's illness, injury, or exposure to contagious disease which incapacitates him/her from performance of duties. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom as determined by a licensed physician.

(2) The nurse's receipt of required medical or dental care or consultation.

(3) The nurse's attendance on a member of the immediate family who is ill.

(4) The nurse's preparation for or attendance at the funeral of a member of the immediate family.

For purposes of this Section immediate family means parent, spouse, domestic partner, son, daughter, step-child, sibling, mother-in-law, father-in-law, grandparents or grandchildren.

22.3 Procedures for Requesting and Approving Sick Leave

When the need for sick leave is known to the nurse in advance of the absence, s/he shall request authorization for sick leave at such time, in the manner specified herein. In all other instances s/he shall notify his/her supervisor as promptly as possible by telephone or other means. Before a nurse may be paid for the use of accrued sick leave he/she shall complete and submit to his/her department head a signed statement, on a prescribed form, stating the dates and hours of absence and such other information as is necessary for the request to be evaluated. If a nurse does not return to work prior to the preparation of the payroll, other arrangements may be made with the approval of the department head and the Controller. The sick leave form shall be treated confidentially and be kept in a confidential file. The department head may require a physician's statement from an employee who applies for sick leave, or make whatever investigation into the circumstances that appears warranted before taking action on the request. If possible, nurses will notify their supervisor two hours before their shift begins.

22.4 Accounting for Sick Leave

Sick leave may be used in increments no smaller than 6 minutes. Payment for sick leave used shall be at the employee's base pay plus applicable differential, if any, as provided in Section 13.

22.5 Credits

When a nurse who has been working in an extra help capacity is appointed to a permanent position s/he may receive credit for such extra help service in computing accumulated sick leave, provided that no credit shall be given for service preceding any period of more than twenty-eight (28) consecutive calendar days in which an employee was not in a pay status.

If a nurse who has unused sick leave accrued is laid off and subsequently reemployed in a permanent position, such sick leave credits shall be restored to him/her upon reemployment. The nurse shall not have any portion of sick leave credits restored for which he/she received compensation at the time of or subsequent to the day of lay off.

22.6 Incapacity to Perform Duties

If the appointing authority has been informed through a doctor's report of a medical examination, that a nurse is not capable of properly performing his/her duties, the nurse may be required to absent himself/herself from work until the incapacity is remedied. During such absence the nurse may utilize any accumulated sick leave, vacation, holiday and comp time.

22.7 Use of Sick Leave While on Vacation

A nurse who is injured or who becomes ill while on vacation may be paid for sick leave in lieu of vacation provided that the nurse:

1. was hospitalized during the period for which sick leave is claimed,

2. received medical treatment or diagnosis and presents a statement indicating illness or disability signed by a physician covering the period for which sick leave is claimed, or

3. was preparing for or attending the funeral of an immediate family member.

No request to be paid for sick leave in lieu of vacation will be considered unless the request is made within ten (10) working days of the nurse's return to work and the above substantiation, if required, is provided within a reasonable time.

22.8 Sick Leave During Holidays
Paid holidays shall not be considered as part of any period of sick leave, unless the nurse is scheduled to work on that holiday.

22.9 Sick Leave for Child Birth and Adoption
Nurses may use up to thirty (30) working days of accrued sick leave following the birth of a child to their spouse or when adopting a child.

Section 23. Leaves of Absence

23.1 General
Nurses shall not be entitled to leaves of absence as a matter of right, but only in accordance with the provisions of law and this MOU. Unless otherwise provided the granting of a leave of absence also grants the nurse the right to return to a position in the same or equivalent class in the same department as at the time the leave was granted. The granting of any leave of absence shall be based on the presumption that the nurse intends to return to work upon the expiration of the leave. However, if a disability retirement application has been filed with the County Board of Retirement a leave may be granted pending decision by that Board. Nothing in this Section shall abridge a nurse's rights under the Family and Medical Leave Act. Where there is a conflict between the Act and this MOU, whichever provides the greater benefit to the nurse shall apply.

Total Period of Leave: Except for Disability Leaves as provided above and in 22.4 (2) (c) below, no leave of absence or combination of leaves of absence when taken consecutively, shall exceed a total period of twenty-six (26) biweekly pay periods.

Approval and Appeals: Initial action to approve or disapprove any leave of absence shall be by the nurse's department head; however, leaves of absence of more than two (2) biweekly pay periods must also be approved by the HRD Director. Denial of requested leave in whole or in part at the department head level may be appealed by the nurse to the Director, whose decision shall be final.

23.2 Benefit Entitlement
Unless otherwise required by law, nurses on leaves of absence without pay for more than two (2) pay periods shall not be entitled to payment of the County's portion of premiums for health, dental, life or long term salary continuation insurance, except as provided hereinafter. The entitlement to County payment of premiums shall end on the last day of two (2) full pay periods in which the nurse was absent. A nurse who is granted a leave of absence without pay due to the nurse's illness or accident shall be entitled to have two (2) pay periods of the County's portion of the insurance premiums paid by the County for each year of County service, or major fraction thereof, up to a maximum of twenty-six (26) pay periods payment of premiums.

23.3 Seniority Rights and Salary Adjustments

Authorized absence without pay which exceeds twenty-eight (28) consecutive calendar days, for either: (1) leave of absence for personal reasons; (2) leave of absence due to illness or injury not compensated through Workers' Compensation benefits; or (3) leave of absence to fill an unexpired term in an elective office shall not be included in determining salary adjustment rights or any seniority rights based on length of employment.

23.4 Job Incurred Disability Leave

(1) Job Incurred Disability Leave With Pay

(A) Definition: Disability leave with pay is a nurse's absence from duty with pay because of disability caused by illness or injury arising out of and in the course of employment which has been declared to be compensable under the Workers' Compensation Law. Only permanent or probationary nurses occupying permanent positions are eligible for disability leave with pay.

(B) Payment: Payment of disability leave shall be at the base pay of the nurse and shall be reduced by the amount of temporary disability indemnity received pursuant to Workers' Compensation Law.

(C) Application for and Approval of Job Incurred Disability Leave With Pay: In order to receive pay for disability leave a nurse must submit a request on the prescribed form to the department head describing the illness or accident and all information required to evaluate the request. The nurse must attach a statement from a physician certifying to the nature, extent and probable period of illness or disability. No job incurred disability leave with pay may be granted until the County, State Compensation Insurance Fund or the County Workers' Compensation Adjustor has declared the illness or injury compensable under Workers' Compensation Law and has accepted liability on behalf of the County, or the Workers' Compensation Appeals Board has ordered benefits to be paid.

(D) Length of Job Incurred Disability Leave With Pay: Eligible nurses shall be entitled to disability leave for the period of incapacity as determined by a physician, not to exceed a maximum of ninety (90) calendar days for any one illness or injury. Holidays falling within the disability period shall extend the maximum days allowed by the number of holidays.

(2) Job Incurred Disability Leave Without Pay

(A) Definition: Disability leave without pay is a nurse's absence from duty without County pay due to disability caused by illness or injury arising out of and in the course of employment which has been declared compensable under Workers Compensation Law. Only permanent or probationary nurses occupying permanent positions are eligible for disability leave without pay. Such leave is taken after the disabled nurse has used up allowable disability leave with pay, as well as accrued credits for sick leave. At the nurse's option vacation and comp time accruals may also be used.

(B) Application for and Approval of Job Incurred Disability Leave Without Pay: In order to receive disability leave without pay an eligible nurse must submit a

request on the prescribed form to the department head describing the illness or accident and all information required for the department head to evaluate the request. The nurse must attach a statement from a physician certifying to the nature, extent and probable period of illness or disability.

(C) Length and Amount of Job Incurred Disability Leave Without Pay: Job incurred disability leave without pay may not exceed twenty-six (26) pay periods for any one injury. The combined total of disability leave with pay and disability leave without pay for one accident or illness may not exceed thirty-two (32) pay periods. In the event a nurse is disabled and receiving Workers' Compensation benefits this leave may be extended as long as such disability continues.

23.5 Leave of Absence Without Pay

(1) Qualifying: Only permanent or probationary nurses occupying permanent positions are eligible for leaves of absence without pay under the provisions of this Section.

(2) Application for and Approval of Leaves of Absence Without Pay: In order to receive leave without pay, a nurse must submit a request on the prescribed form to his/her department head describing the reasons for the request and all other information required for the department head to evaluate the request.

(3) Granting of Leaves of Absence Without Pay: Appointing authorities may grant leaves of absence without pay for personal reasons for a maximum of two pay periods. Leaves of absence of more than two pay periods must be approved by the HRD Director.

(4) Leaves of Absence Without Pay for Non-Job Incurred Illness or Injury: Leaves of absence without pay for non-job incurred illness or injury may be granted for a maximum of twenty-six (26) full pay periods. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom. Such leaves will be granted only after all accrued sick leave has been used and must be substantiated by a physician's statement.

(5) Leaves of Absence Without Pay for Personal Reasons: Leaves of absence without pay for personal reasons may be granted for a maximum of thirteen (13) full pay periods. Such leaves shall only be granted after all accrued vacation and holiday credits have been used.

(a) RNRN Disaster Relief: The parties recognize that the County's priority and mandate is to serve the population of San Mateo County. However, the parties also recognize that nurses may participate in disaster relief/RNRN on their own time. If a nurse requests leave of absence without pay under this provision to participate in organized disaster relief, up to two (2) nurses per calendar year in separate units may preserve up to two (2) weeks of accrued vacation during the leave of absence without pay under the following conditions:

1. A leave of absence for nurses in Acute Care positions shall not exceed twenty-one (21) consecutive days between May 1st and August 31st.

2. Leaves may be granted subject to operational needs and staffing requirements.

(6) Parental Leave: A nurse/parent of either sex may be granted a leave of absence without pay for the purpose of fulfilling parenting responsibilities during the period of one (1) year following the child's birth, or one year following the filing of application for adoption and actual arrival of child in the home. Such leave is to be for a maximum of thirteen (13) full pay periods. Use of accrued vacation, sick, comp time or holiday credits shall not be a pre-condition for granting such parental leave.

(7) Union Work: Leaves of absence without pay to take employment with the Union signatory to this MOU shall be granted for a maximum period of twenty-six (26) full biweekly pay periods upon forty-five (45) days advanced written notice from the Union. Employees are entitled to retain any accrued vacation and holiday credits while on such leaves. In the event that employees on approved Union leaves want to continue group benefits coverage (including medical, dental, vision and life insurance) through the County plans, arrangements will be made for the Union to reimburse the County for the costs associated with continuing such coverage. In the event the employee is in a business critical position, a meeting will occur between the Union and the Department Head regarding the feasibility of the release. (i.e. if the request were to release the only nurse in a specialty or assignment, it may not be feasible to release that period with only forty-five (45) days notice.) No more than one employee at a time county-wide will be released for this type of Leave of Absence with a maximum of two (2) employees per calendar year.

23.6 Military Leaves of Absence

The provisions of the Military and Veterans Code of the State of California shall govern military leave of County employees.

23.7 Absence Due to Required Attendance in Court

Upon approval by the department head any nurse, other than extra help, shall be permitted absence from duty for appearance in Court because of jury service, in obedience to subpoena related to the employee's San Mateo County employment or by direction of proper authority, in accordance with the following provisions:

(1) Absence from duty will be with full pay for each day a nurse serves on a jury or testifies as a witness in a criminal case, other than as a defendant, including necessary travel time not to exceed eight (8) hours. As a condition of receiving such full pay, the nurse must remit to the County Treasurer, through the department head, within fifteen (15) days after receipt, all fees received except those specifically allowed for mileage and expenses.

(2) Attendance in Court in connection with a nurse's usual official duties or with a case in which the County is a party, together with travel time necessarily involved, shall not be considered absence from duty within the meaning of this Section.

(3) Absence from duty will be without pay when the nurse appears in private litigation to which the County of San Mateo is not party.

(4) Any fees allowed, except reimbursement of expenses incurred, shall be remitted to the County Treasurer through the department head.

23.8 Assignment Upon Return from Absence

Nurses working at SMMC who return from any authorized absence with or without pay of not more than six (6) weeks duration or in cases of authorized maternity leave not more than twelve (12) weeks shall be returned to their previous shift and position.

23.9 Absence Without Leave

(1) Refusal of Leave or Failure to Return After Leave: Failure to report for duty after a leave of absence request has been disapproved, revoked, or canceled by the appointing authority, or at the expiration of a leave, shall be considered an absence without leave.

(2) Absence Without Leave: Absence from duty without leave for any length of time without an explanation satisfactory to the appointing authority is cause for dismissal. Absence without leave for four (4) or more consecutive days without an explanation satisfactory to the appointing authority shall be deemed a tender of resignation. If within thirty (30) days after the first day of absence without leave a nurse who has been absent makes an explanation satisfactory to the Board of Supervisors, the Board may reinstate such person.

23.10 Educational Leave of Absence With Pay

Educational leave of absence with pay may be granted to nurses under the conditions specified in this section. In order to be granted educational leave of absence with pay a nurse must submit on the prescribed form a request to the appointing authority containing all information required to evaluate the request. The County may, after approval of the application, grant leave of absence with pay for a maximum of sixty-five (65) working days during any fifty-two (52) biweekly pay periods for the purpose of attending a formal training or educational course of study. Eligibility for such leaves will be limited to nurses with at least thirteen (13) pay periods of continuous service who are not extra help, temporary or seasonal. Such leaves will be granted only in cases where there is a reasonable expectation that the nurse's work performance or value to the County will be enhanced as a result of the course of study. Courses taken as part of a program of study for a college undergraduate or graduate degree will be evaluated individually for job-relatedness under the above described criteria.

The nurse must agree in writing to continue working for the County for at least the following minimum periods of time after expiration of the leave of absence:

Length of Leave of Absence	**Period of Obligated Employment**
44 to 65 workdays	52 biweekly pay periods
22 to 43 workdays	26 biweekly pay periods
6 to 21 workdays	13 biweekly pay periods

23.11 Continuing Education Leave With Pay

(A) All nurses in the bargaining unit will be allowed forty (40) hours of continuing educational leave each fiscal year under prescribed policies for the purpose of completing their Continuing education (C.E.) requirements for licensure.

Nurses may use continuing educational leave with pay as follows:

1. Such time must be used for courses/seminars for the purpose of completing the Nurse's C.E. requirements for licensure or for other approved courses.
2. It is the Nurse's responsibility to ensure that the courses/seminars requested under this provision be accredited as appropriate, otherwise reimbursement shall not be approved.
3. Such time must be requested and approved in advance by the Nurse's manager or designee.
4. Such time will be paid at the straight time rate.
5. The Nurse must submit documentation to substantiate the attendance and completion of the course.
6. Reimbursement shall be paid within six (6) weeks from the time the Nurse submits complete and approved documentation.

Nurses may request educational leave to do home study C.E. courses on regularly scheduled days off, or may opt to use any or all of the allowed hours for home study.

The usage period for these continuing education hours is the first day of the first full pay period of the fiscal year to the last day of the last full pay period of the fiscal year.

Continuing educational leave with pay shall be prorated for part-time nurses, or nurses hired during the fiscal year, under the same conditions as stated above for full-time nurses.

For newly hired RNs, continuing education hours will be allotted per quarter for nurses hired during fiscal year as follows:

Full time RN hired July 1-Sept 30: forty (40) hours
Full time RN hired Oct 1-Dec 31: thirty (30) hours
Full time RN hired Jan 1-Mar 31: twenty (20) hours
Full time RN hired Apr 1-June 30: ten (10) hours

For courses required by the County (i.e., ACLS, BLS, PALS, etc.), time spent shall be considered as time worked and shall be paid at the appropriate rate.

Payment for the tuition or registration fees for discretionary courses on and certification and recertification in a nursing specialty continuing educational leave with pay will be reimbursed up to a six hundred fifty dollars ($650.00) total maximum per nurse, excluding Nurse Practitioners, per fiscal year. Nurse Practitioners will be reimbursed up to a total maximum of one thousand dollars ($1,000.00) per employee per fiscal year. The nurse shall incur any cost in excess of this rate; however, additional monies may be made available on a case-by-case basis based on departmental needs. This continuing educational leave with pay amount shall be prorated for part-time nurses or nurses hired during the fiscal year.

For courses required by the County (i.e., ACLS, BLS, PALS, etc.), the Department will pre-pay the fees for these required courses, or provide them at no cost to the nurse.

(B) Nurses employed in a half-time (.5 FTE) status and above shall be allowed additional paid educational leave on the following basis:

a. eight (8) hours after three (3) calendar years of service.
b. twenty-four (24) hours after five (5) calendar years of service.
c. thirty-two (32) hours after ten (10) calendar years of service.
d. forty (40) hours after twelve (12) calendar years of service.

The usage period for these continuing education hours is the first day of the first full pay period of the fiscal year to the last day of the last full pay period of the fiscal year.

There shall be no specific educational requirement for the granting of this leave. The number of paid hours off shall be prorated for part-time employees (i.e. a nurse with half-time (.5 FTE) status shall receive twelve (12) hours after five (5) calendar years of service).

23.12 Certification Fees

Nurse Practitioners who are required by the County to secure and maintain National Certification required by Medicare will be reimbursed for the actual cost of certification and re-certification. Nurses who are required by the County to secure and maintain certifications in specializations will be reimbursed for the actual cost of certification and re-certification.

23.13 Bereavement Leave

The County will provide up to sixteen (16) hours paid bereavement leave upon the death of an employee's parent, grandparent, spouse, registered domestic partner, child, step-child, sibling, grandchild, mother-in-law, or father-in law.

In addition, employees may utilize accrued sick leave pursuant to Section 22.2-4.

Section 24. Absence Without Pay

Public Health Nurses shall be entitled to up to six (6) working days (a maximum of forty eight (48) hours) absence without pay each calendar year. Such absence shall not be considered a break in service for purposes of eligibility for salary adjustments, sick leave, vacation or seniority. Such absences shall be requested in writing, and shall be scheduled by the department head consistent with the needs of the department.

Section 25. Hospitalization and Medical Care

25.1 Health Insurance for Regular Full Time Employees

The County and covered nurses share in the cost of health care premiums.

The County will pay eighty-five percent (85%) of the total premium for the HMO and High Deductible Plans or seventy-five percent (75%) of the total premium for the PPO Plan. Covered nurses will pay fifteen percent (15%) of the total premium for the HMO and High Deductible Health Plans or twenty-five (25%) of the total premium for the PPO Plan.

For full time employees enrolled in the High Deductible Health Plan, the County will annually contribute fifty percent (50%) of the cost of the deductible amount for the plan to a Health Savings Account. For part time employees working half time or more, the County's contribution to the Health Savings Account shall be prorated based on their part time status.

Coverage of eligible dependents shall be in accordance with the summary plan documents.

25.2 Health Insurance for Permanent Part Time Employees

For Nurses occupying permanent part-time positions, the County will pay one-half (1/2) of the above described premiums. For the purposes of this Section, a permanent part-time nurse is one who is working less than full-time and more than forty (40) hours per biweekly pay period. For Nurses occupying permanent part-time positions who work a minimum of sixty (60), but less than eighty (80) hours in a biweekly pay period, or qualify for health benefits under the Affordable Care Act (ACA), the County will pay eighty-five percent (85%) of the High Deductible Health Plan (HDHP) or three-fourths (3/4) of the hospital and medical care premiums described above for all non-HDHP health plan options.

Upon request from the County, the parties will reopen Section 25 during the term of the agreement if necessary to address changes required under the Patient Protection Affordable Care Act, including the Excise Tax, or to address other healthcare legislation.

25.3 Nurses whose employment with the County is severed by reason of retirement shall be reimbursed by the County for the unused sick leave at the time of retirement on the following basis: for each eight (8) hours of unused sick leave at time of retirement, the County shall pay for one (1) month's premium for health coverage for the nurse only, to a maximum of two hundred forty (240) months of continued health coverage (e.g., if a nurse retires with three hundred twenty (320) hours of unused sick leave, the County will continue to pay the health premiums on said nurse for a period of forty (40) months). Should a retired nurse die while receiving benefits under this section, the nurse's spouse and eligible dependents shall continue to receive coverage to the limits provided above.

A nurse that retires who chooses to purchase retiree health benefits for his/her spouse, dependent unmarried children, young adult dependents, domestic partners, and/or children of domestic partners can do so at the County's group health plan rates.

25.4 The County will provide up to a maximum of one hundred ninety-two (192) hours of sick leave (two (2) years of retiree health coverage) to nurses who receive a disability retirement. For example, if a nurse who receives a disability retirement has one hundred (100) hours of sick leave at the time of retirement, the County will add another ninety-two (92) hours of sick leave to his/her balance. This sick leave will be converted at the rate of one hundred fifty dollars ($150.00) per eight (8) hours of sick leave.

25.5 The surviving spouse of an active nurse who dies may, if he/she elects a retirement allowance, convert the nurse's accrued sick leave to the above specified limits providing that the nurse was age fifty-five (55) or over with at least twenty (20) years of continuous service.

Section 26. Dental Care

26.1 The County shall contribute a sum equal to ninety percent (90%) of the premium for the County PPO Plan and for the HMO Plan. All nurses must participate in one of these plans.

26.2 During a nurse's first year of employment with the County, there shall be a cap on PPO Dental Plan coverage consisting of one hundred dollars ($100.00) deductible and sixty percent (60%) U.C.R.

26.3 There is an annual two thousand five hundred dollars ($2,500) per person maximum benefit in the PPO Dental Plan.

26.4 Young adult dependents and domestic partners and the children and young adult dependents of domestic partners are included in the PPO dental plan.

26.5 Optional additional benefits may be available during open enrollment at additional cost to the employee.

Section 27. Vision Care

The County shall provide vision care coverage for employees and eligible dependents including young adult dependents and domestic partners and the children and young adult dependents of domestic partners as eligible dependents. The County will pay the entire premium for this coverage. This coverage is for Vision Service Plan (VSP) San Mateo County Plan B. Optional additional benefits may be available during open enrollment at additional cost to the employee.

Section 28. Life Insurance

28.1 Nurses shall be covered by life insurance and accidental death insurance as follows:

> The County shall provide twenty thousand dollars ($ 20,000) of life insurance for each nurse, five hundred dollars ($500) of life insurance for the nurse's spouse and up to a maximum of five hundred dollars ($500) of life insurance for each of the nurse's children depending on ages. The County shall provide an additional ten thousand dollars ($10,000) of life insurance payable to the nurse's beneficiary if the nurse's death results from an accident either on or off the job.

28.2 Nurses, depending on pre-qualification, may purchase additional term life insurance to a maximum of two hundred and fifty thousand dollars ($250,000) for employee, one hundred and twenty-five thousand dollars ($125,000) for spouse, and ten thousand dollars ($10,000) for dependents.

Section 29. Change in Employee Benefit Plans

29.1 Benefits Committee

During the term of this MOU, the County and Unions shall convene the Benefits Committee to investigate the feasibility of revising medical and/or dental coverage and/or plan(s) and strategies to integrate wellness program participation into benefit insurance cost structure. The Benefits

Committee will be composed of County labor representatives, not to exceed two (2) representatives from each participating labor organization and four (4) County representatives.

29.2 Agreement Implementation

Agreements reached as part of the Benefits Committee may be implemented outside of negotiations if employee organizations representing a majority of employees agree, providing, however, all employee organizations are given an opportunity to meet and confer regarding such agreements.

Section 30. Long Term Disability Insurance

The County shall continue to provide its present long term income protection plan for permanent nurses at no cost to said nurses; provided, however, that in order to be eligible for such plan, nurses must have been employed by the County for 3 or more years.

Effective with disabilities commencing on or after January 1, 1988, the one hundred twenty (120) day disability period required to qualify for long term income protection shall no longer require continuous disability but shall be cumulative for any single medically verified illness or injury within a period of six (6) full months from the date of the disability's onset. The onset date shall be defined as the first workday the worker was unable to work.

The maximum benefit of the Long Term Disability Plan shall be one thousand five hundred dollars ($1500) monthly. Effective with new benefits on or after October 17, 1999, the maximum benefit of the Long Term Disability Plan shall be two thousand four hundred ($2400) monthly. The County also agrees to cover under the LTD Plan, part-time workers who work a minimum of twenty (20) hours per week. The Long Term Disability Plan restricts benefits for psychiatric disabilities that result from stress, depression or other life events to two (2) years. However, a disability resulting from certain chronic psychotic disorders or a disorder with demonstrable organic brain deficits can qualify for benefits payable up to the age of sixty-five (65).

Section 31. Probationary Period

31.1 Probationary nurses shall undergo a probationary period of one thousand forty (1040) regular hours, unless a longer period, not to exceed two thousand eighty (2080) regular hours is prescribed by the Civil Service Commission for their classifications. Individual probationary periods may be extended with good cause upon request of the department head and concurrence of the HRD Director; however, no probationary period shall exceed two thousand eighty (2080) regular hours. If a nurse is incapacitated due to medical conditions and is reassigned to work that is not part of his/her normal duties, the probation period for the primary job will be extended for the duration of the reassignment. The nurse shall be notified in writing of the probationary extension at the time of the reassignment.

Time worked by a nurse in a temporary, extra help, or provisional status shall not count towards completion of the probationary period. The probationary period shall start from the date of probationary appointment.

31.2 A nurse who is not rejected prior to the completion of the prescribed probationary period shall acquire permanent status automatically. Former permanent employees appointed from a reemployment eligible list shall be given permanent appointments when reemployed. Permanent employees who are demoted to lower classifications shall be given permanent appointments in the lower classifications.

31.3 A nurse who is laid off and subsequently appointed as a result of certification from a general employment eligible list to a position in a different classification than that from which laid off shall undergo the probationary period prescribed for the class to which appointed. Former probationary employees whose names were placed on a reemployment eligible list before they achieved permanent status shall start a new probationary period when appointed from a reemployment eligible list.

31.4 The appointing authority may terminate a probationary nurse at any time during the probationary period without right of appeal in any manner and without recourse to the procedures provided in Section 34 (Grievances) hereof, except when the nurse alleges that the termination was due to discrimination prohibited by county, state or federal statutes or regulations. If discrimination is alleged, the appeal or grievance shall be decided solely on the basis of whether or not the termination was due to discrimination; and unless it is determined that there was discrimination, the person or persons hearing the appeal or grievance shall not substitute their judgment for that of the appointing authority. In case of rejections during probationary periods, nurses shall be given written notice, with reasons therefore, at once.

The HRD Director may, upon request by a nurse rejected during probation, restore that nurse's name to the eligible list for that class. However, the nurse's name shall not be certified to the department from which rejected without approval of the department head.

31.5 Permanent nurses who transfer to another position in the same class shall not be required to undergo a new probationary period in the position into which transferred.

Nurses who transfer to a class in another series or in another department may be required by the department head to start a new probationary period. If a new probationary period is a condition for transfer, the nurse must sign a statement indicating an understanding of this fact prior to the effective date of the transfer. At the discretion of the HRD Director, examinations to demonstrate fitness may be required before transfers between separate classes can occur.

If a new probationary period is in force, the nurse shall have a window period of twenty-eight (28) days from the date of transfer to elect to return to his/her former position. Should a nurse be rejected at a point beyond the window period, and the nurse had prior permanent status, he/she shall have the right to return to their former department if a vacancy in their former classification exists. If no vacancy exists, such nurses shall be placed in the longest standing vacancy, as determined by the requisition form date, County-wide. If no vacancy exists, such nurses shall displace the least senior employee as determined by Section 18. If no less senior position exists, then the nurse shall be removed from County service.

Section 32. Contracting/Subcontracting

The County will notify the Union of its intent to contract or subcontract work customarily performed by members of California Nurses Association where such contracting or subcontracting would result in loss or potential loss through attrition or layoff of such bargaining unit members. The County will make such notification at least ninety (90) calendar days in advance of such action. The notice shall include an explanation of the County's reason for proposing such contracting/subcontracting. The Union shall be given the opportunity to meet with the county to discuss the decision to contract out, and to meet and confer on the effect of such contracting out upon its members. The Union shall have thirty (30) calendar days from the date of such notification to propose effective and economical alternative ways in which such services could continue to be provided by the County's own employees.

Both parties agree that utilization of Registry and Travelers nurses is not intended to replace or eliminate efforts to recruit and hire regular staff nurses and is not considered to be contracting/subcontracting.

Section 33. Promotion

33.1 Examinations

(1) Open Examinations: Any person who meets the minimum qualifications for the job classification may compete.

(2) General Promotional Examinations: Permanent and probationary employees who have served at least six months in such status prior to the date of the examination are eligible to compete. Persons who have been laid off and whose names are on a reemployment list are also eligible provided they had served at least six months prior to lay off.

Persons in unclassified positions, who previously held positions in the classified service and who did not have a break in County service between the classified and unclassified appointments are eligible to compete provided that they have at least six months total service prior to the final date to file an application.

(3) Departmental Promotional Examinations: Permanent and probationary employees of the specific department in which a promotional opportunity exists who have served at least six months in such status prior to the date of the examination are eligible to compete. Persons who have been laid off and whose names appear on the appropriate departmental reemployment eligible list are also eligible provided they had served at least six months prior to lay off.

(4) Open and Promotional Examinations: Any person who meets the minimum qualifications for the job classification may compete. In addition, any person competing in this type of an examination, and who meets the criteria described in (2) above, shall have five (5) points added to the final passing score.

(5) Qualifying Examinations:

a. Qualifying examinations may be given to probationary and permanent County employees for specifically designed position reclassifications, transfers, demotions and alternately staffed classifications.

b. The name of an employee who has successfully passed a qualifying examination shall be placed on the eligible list for the classification for which examined. The Director may place the name of an employee on such eligible list with or without an examination score. If an examination score is assigned, such employee's rank on that eligible list shall be based on the examination score, as determined by the Director. Such examinations shall not require the publication of an examination notice.

(6) Veterans preference shall not apply to promotional examinations.

33.2 Promotional Eligible Lists

(1) General Promotional Eligible Lists: The names of applicants successful in general promotional examinations shall be placed on general promotional eligible lists for the classifications examined.

(2) Departmental Promotional Eligible Lists: The names of applicants successful in departmental promotional examinations shall be placed on departmental promotional eligible lists for the classifications examined.

(3) These lists shall take precedence over General Eligible Lists.

(4) If, at the time of termination, an employee's name appears on a promotional eligible list his/her name shall be removed from the promotional list and placed on the open competitive eligible list for that classification in accordance with his/her final score.

33.3 Probationary Period

Permanent nurses who are promoted to a higher classification shall undergo the probationary period prescribed for the higher class, but shall have the right, if rejected during their probationary period, to demote to their former class in their former department if a vacancy in their former class exists. If no such vacancy exists, the nurse shall be placed in the longest standing vacancy, as determined by the requisition form date, County-wide. If no County-wide vacancy exists, such nurse shall displace the least senior employee as determined by Rule XVI. If no less senior position exists, then the nurse shall be removed from County service. Trainees who are promoted to journey level classifications shall not have the right to revert to their former trainee class if rejected during the probationary period.

Section 34. Dismissal, Suspension or Demotion for Cause

The appointing authority may dismiss, issue non-punitive disciplinary letters to, or demote any nurse in the classified service provided the rules and regulations of the Civil Service Commission are followed. If he/she does not appeal such action to the Civil Service Commission within fourteen (14) days after receipt of such charges, as provided in the Charter, a permanent nurse shall have the right to appeal such action in accordance with the provisions of Section 35.2 (c) and (d) unless his/her objection to the action has been resolved earlier in accordance with Section 35.2 (a) or (b).

Section 35. Reallocation of Position

Upon reclassification of filled positions the HRD Director shall determine whether the action constitutes an upward, lateral or downward movement of the level of the position.

(1) Downward: The incumbent will be assigned to a vacant position in the same department in the same classification previously held. In lieu of reassignment, the incumbent may accept a demotion in the reallocated position. If neither of these options are exercised, the layoff procedure in the Civil Service rules will be employed.

(2) Lateral: The status of the incumbent will remain unchanged in the classification to which the position is reallocated.

(3) Upward: The HRD Director will grant status to the incumbent when either: 1) there has been no essential change in the duties and responsibilities of the position during the individual's incumbency; or 2) there has been a gradual change in the duties and the incumbent has satisfactorily performed the higher level tasks for at least six (6) months. If neither of the conditions listed above exist, the incumbent may be transferred, demoted, laid off or compete for the reallocated position as specified in the Civil Service Rules.

Section 36. Grievances

36.1 A grievance is any dispute which involves the interpretation or application of any provision of this MOU, excluding, however, those provisions of this MOU which specifically provide that the decision of any County official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure. Any grievance will be terminated once an EEO complaint is filed on the issue being grieved.

36.2 Grievances shall be processed in the following manner:

(a) Step 1. Department Head and/or the Designated Representative
Any nurse who believes that he/she has a grievance may discuss the complaint with such management official in the department in which he/she works as the department head may designate. If the issue is not resolved within the department, or if the employee elects to submit the grievance directly to the Association recognized as the representative of his/her classification, the procedures hereinafter specified may be invoked, provided, however, that all complaints involving or concerning the payment of compensation shall be in writing to the HRD Director.

(b) Step 2. Employee Relations
Any nurse or any CNA official may notify Employee Relations in writing that a grievance exists, stating the particulars of the grievance and, if possible, the nature of the determination desired. Such notification must be received within fourteen (14) calendar days from the date of the nurse's or CNA's knowledge of an alleged grievance. Any grievance involving demotion, suspension or dismissal must be received within fourteen (14) calendar days of the postmarked date of written notice from the County of such action. Employee Relations shall have 28 calendar days to investigate the merits of the complaint, meet with CNA officials, and settle the grievance. The period of time to investigate and settle the grievance may be extended by mutual agreement of the parties.

No grievance may be processed under paragraph (c) below which has not first been filed and investigated in accordance with this paragraph (b).

(c) Step 3. Adjustment Board
If the parties are unable to reach a mutually satisfactory accord on any grievance which arises and is presented during the term of this MOU, CNA may advance the grievance to an Adjustment Board by submitting a written request to the HRD Director no later than fourteen (14) calendar days of postmarked receipt of written notice from Employee Relations that the grievance is denied at Step 2. The Adjustment Board shall be comprised of two (2) representatives designated by CNA and 2 representatives designated by the County. Adjustment Boards shall be convened within 28 calendar days from the date notification from the Association is received.

(d) Step 4. Arbitration
If an Adjustment Board is unable to arrive at a majority decision, either CNA or the County may require that the grievance be referred to an impartial arbitrator, if within 14 calendar days of the date upon which the Adjustment Board hearing was held, the moving party notifies the other in writing of its desire to arbitrate. The question shall be submitted to an arbitrator mutually agreed upon by the parties or, failing mutual agreement, to that arbitrator who is selected by lot from an agreed upon panel. The fees and expenses of the arbitrator and of the court reporter shall be shared equally by CNA and the County. Each party, however, shall bear the costs of its own presentation, including preparation and post hearing briefs, if any.

36.3 Scope of Adjustment Board and Arbitration Decisions

(a) Decisions of Adjustment Boards and arbitrators on matters properly before them shall be final and binding on the parties hereto, to the extent permitted by the Charter of the County.

(b) No adjustment Board and no arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Association which has been certified as the recognized employee organization for such unit and unless such dispute falls within the definition of a grievance as set forth in subsection 35.1.

(c) Proposals to add to or change this MOU or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend or terminate this MOU, nor any matter or subject arising out of or in connection with such proposals, may be referred to arbitration under this Section. Neither any Adjustment Board nor any arbitrator shall have the power to amend or modify this MOU or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

(d) If the HRD Director in pursuance of the procedures outlined in 35.2 (b) above, or the Adjustment Board in pursuance of the provisions of 35.2 (c) above resolve a grievance which involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time.

36.4 Compensation Complaints

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the HRD Director. Only complaints which allege that employees are not being compensated in accordance with the provisions of this MOU shall be considered as grievances. Any other matters of compensation are to be resolved in the meet and confer process and if not detailed in the MOU which results from such meet and confer process shall be deemed withdrawn until the meet and confer process is next opened for such discussion.

No change in this MOU or interpretations thereof (except interpretations resulting from Adjustment Board or arbitration proceedings hereunder) will be recognized unless agreed to by the County and CNA.

36.5 No Strike

CNA, its members and representatives, agree that it and they will not engage in, authorize, sanction or support any strike, slowdown, stoppage of work, curtailment of production, concerted refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound) or to perform customary duties; and neither CNA nor any representatives thereof shall engage in job action for the purpose of effecting changes in the directives or decisions of management of the County, nor to effect a change of personnel or operations of management or of employees not covered by this MOU.

36.6 County Charter and Civil Service Commission

(a) The provisions of this Section shall not abridge any rights to which an employee may be entitled under the County Charter, nor shall it be administered in a manner which would abrogate any power which, under the County Charter may be within the sole province and discretion of the Civil Service Commission.

(b) All grievances of nurses in representation units represented by CNA shall be processed under this Section. If the County Charter requires that a differing option be available to the nurse, no action under paragraph (b) of subsection 35.2 above shall be taken unless it is determined that the nurse is not availing himself/herself of such option.

(c) No action under paragraph (b) of subsection 35.2 above shall be taken if action on the complaint or grievance has been taken by the Civil Service Commission, or if the complaint or grievance is pending before the Civil Service Commission.

(d) If any award by an Adjustment Board or arbitrator requires action by the Board of Supervisors or the Civil Service Commission before it can be placed in effect, the County Manager and the HRD Director will recommend to the Board or the Civil Service Commission, as appropriate, that it follow such award.

Section 37. Tuition Reimbursement

The County may reimburse a nurse for tuition and related fees paid for taking courses of study in an off-duty status if the subject matter content of the course is closely related to the nurse's present or probable future work assignments. Limits to the amount of reimbursable expense may be set by the HRD Director with concurrence of the County Manager. There must be a reasonable expectation that the nurse's work performance or value to the County will be enhanced as a result of the course of study. Courses taken as part of a program of study for a college undergraduate or graduate degree will be evaluated

individually for job relatedness under the above-described criteria. The nurse must both begin and successfully complete the course while employed by the County.

The nurse must submit an application on the prescribed form to his/her department head giving all information needed for an evaluation of the request. The department head shall recommend approval or disapproval and forward the request to the HRD Director whose decision shall be final. In order to be reimbursed the nurse's application must have been approved before enrolling in the course. If a course is approved and later found to be unavailable, a substitute course may be approved after enrollment.

Upon completion of the course the nurse must submit to the HRD Department a request for reimbursement accompanied by a copy of the school grade report or a certificate of completion. The HRD Department shall, if it approves the request, forward it to the Controller for payment. Reimbursement may include the costs of tuition and related fees. The County will reimburse up to $50.00 per course for books and other required course materials (excluding laptops and other electronic devices) under conditions specified in the Tuition Reimbursement program. Reimbursement for books will only be made for community college, undergraduate level or graduate level courses.

Section 38. Personnel Files

The County agrees to investigate and correct any factual inaccuracies which may exist within a Letter of Reprimand received by a nurse.

A nurse may request in writing that any Letter of Reprimand which is three (3) or more years old be removed from his/her personnel file. Such request will be granted and confirmed in writing by Employee Relations provided the following conditions are met:

1. The personnel file does not contain any subsequent Letters of Reprimand or record of disciplinary action involving the same type of infraction.

2. The nurse has not been notified in writing of pending disciplinary action at the time the written request to remove said Letter(s) of Reprimand is received by Employee Relations.

The parties agree that the issuance or content of the Letter of Reprimand itself is not grievable, but that failure to adhere to the provisions of this Section 36 is grievable.

Section 39. Separability of Provisions

In the event that any provision of this MOU is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of the MOU shall be null and void but such nullification shall not affect any other provision of this MOU, all of which other provisions shall remain in full force and effect.

Section 40. Past Practices

Continuance of working conditions and practices not specifically authorized by ordinance or by resolution of the Board of Supervisors is not guaranteed by this MOU.

Section 41. Change in Civil Service Commission Rules

If during the term of this MOU the County agrees with any other recognized employee organization to make changes in the Civil Service Commission Rules, any changes adopted by the Civil Service Commission shall be applied to the employees represented by CNA.

Section 42. State Disability Insurance

Employees covered by this MOU are eligible for benefits pursuant to the State Disability Insurance Program.

Section 43. Mileage Reimbursement Policy

Except where indicated below, the County does not reimburse nurses for home to work and work to home travel. Any disputes concerning the interpretation or application of the mileage reimbursement policy shall be referred to the HRD Director whose decision shall be final. After notification is received from the IRS indicating a change in its allowable mileage rate, the County will change its rate to coincide with the rate set by the IRS as soon as possible.

Definition of Regular Work Location:

The County facility(ies) or designated area(s) within the County where a nurse reports when commencing his/her regularly assigned functions.

Any County facility(ies) or designated area(s) to which a nurse is assigned for a period in excess of ten (10) consecutive work days shall ordinarily be considered a regular work location and, as such, not subject to employee mileage reimbursement. Temporary assignments which extend beyond ten (10) days may be considered for a mileage reimbursement eligibility extension not to exceed a total of twenty (20) additional work days. All approval authority for extensions rests with the HRD Director whose decision shall be final.

A nurse is entitled to mileage reimbursement under the conditions specified below:

1. Once a nurse arrives at his/her regular work location, any subsequent work related travel in the nurse's own vehicle shall be eligible for mileage reimbursement.

2. Travel to Trainings and Conferences

    a) If a nurse uses his/her own vehicle for travel to and from any required training program or conference, the nurse shall be entitled to mileage reimbursement for all miles traveled unless the nurse is leaving directly from his/her residence, in which case the total shall be less the normal mileage to or from the nurse's regular work location.

    b) If a nurse uses his/her own vehicle for travel to and from any optional work related training program or conference the nurse may, with department head approval, be eligible for mileage reimbursement up to the limits specified in paragraph "a" above.

3. A nurse who is required to travel from his/her residence to a location other than his/her regular work location shall be entitled to mileage reimbursement for all miles traveled less the normal mileage to or from his/her regular work location. For example: a nurse's residence is in Burlingame and regular work location is in San Mateo. Distance from home to work is eight (8) miles. Because of an early morning meeting, the nurse must travel from home to Redwood City, a distance of twenty-one (21) miles. Based upon the above rule, the nurse would be entitled to thirteen (13) miles of reimbursement. This

figure is arrived at by subtracting eight (8) miles (normal mileage from home to work) from twenty-one (21) miles (distance from home to Redwood City).

4. A nurse who is required to engage in any work related travel at the conclusion of which the nurse's work day will be completed shall be entitled to mileage reimbursement for all miles traveled less the normal mileage from the regular work location to his/her residence. For example: A nurse's residence is in Palo Alto and regular work location is in Redwood City. Distance from home to work is thirteen (13) miles. The nurse has a meeting at the Hayward City Hall (thirty-one (31) miles) which will not conclude until 5:00 p.m. and therefore, the nurse will go directly home, a distance of thirty-one (31) miles. Based on the above rule, the nurse would be entitled to eighteen (18) miles of reimbursement. This figure is arrived at by subtracting thirteen (13) miles (normal mileage from home to work) from thirty-one (31) miles (distance from Hayward to home).

   Any exceptions to the above policy may be considered on a case by case basis by the HRD Director, whose decision shall be final.

Section 44. Retirement Plans

44.1 Employees Hired before August 7, 2011. Effective March 13, 2005, the County implemented the 2%@55.5 retirement enhancement (Government Code Section 31676.14) for employees in Plans 1, 2 or 4.

The enhancement applies to all future service and all service back to the date of employment pursuant to the Board of Supervisor's authority under Government Code section 31678.2(a). Government Code section 31678.2(b) authorizes the collection, from employees, of all or part of the contributions by a member or employer or both, that would have been required if section 31676.14 had been in effect during the time period specified in the resolution adopting section 31676.14, and that the time period specified in the resolution will be all future and past general service back to the date of employment. Based upon this understanding and agreement, employees will share in the cost of the 31676.14 enhancement through increased retirement contributions by way of payroll deductions and shall contribute 3% of compensation earnable as defined in SamCERA regulations. The County paid a general wage increase of pay as set forth in Section 8.1 of this MOU, and it is understood and agreed that this wage increase will help employees pay the increased retirement contributions.

Implementation of the improvements to the retirement plans described in this section shall be made in accordance with the policies and practices of the Retirement Board and any disputes relative to implementation procedures shall be settled by the Retirement Board, whose decision shall be final.

Plan 3: Non-contributory plan, Plan 3 is closed to all employees hired on or after December 23, 2012. If an employee is already in Plan 3, the employee has the option to transfer to Plan 2 or 4 after providing the equivalent of five years of consecutive service (10,400 hours) to the County. These employees may elect to transfer by entering into an agreement with the San Mateo County Employees' Retirement Association (SamCERA) to pay all of the incremental employee and employer contributions that would have been required if the employee had been in Plan 2 or Plan 4 since the date of employment, plus interest.

44.2 **Employees hired between August 7, 2011 and December 31, 2012**. The retirement benefit options shall be:

Plan 5: 1.725% @ 58 (pre-enhancement tier) with no 3% cost share. Current Plan 4: 2% @ 55.5 (as described above) is closed to new employees hired on or after the effective date of the commencement of Plan 5. However, employees may transfer into Plan 4 after providing the equivalent of ten years (20,800 hours) of service in Plan 5, and entering into an agreement with the San Mateo County Employee's Retirement Association to pay all of the employee and employer contributions that would have been required if the employee had been in Plan 4 since the date of employment, plus interest.

Plan 3: Plan 3 is closed to all employees hired on or after December 23, 2012. If an employee is already in Plan 3 with the option to transfer to Plan 5 after providing the equivalent of five years of service (10,400 hours) to the County that option is for future Plan 5 service only. After providing the equivalent of ten years of service (20,800 hours) to the County, employees may elect to transfer to Plan 4 by entering into an agreement with the San Mateo County Employees' Retirement Association (SamCERA) to pay all of the incremental employee and employer contributions that would have been required if the employee had been in Plan 4 since the date of employment, plus interest.

44.3 **Employees hired on or after January 1, 2013.** Employees hired on or after January 1, 2013 will be placed by SamCERA in Plan 5 or in Plan 7 (2%@62.) depending upon their legacy eligibility as determined by SamCERA.

44.4 **Retirement COLA:**
All employees will pay fifty percent (50%) of the cost of Retirement COLA as determined by SamCERA.

Section 45. Patient Care and Technology

Technology plays an ever-increasing role in the delivery of services, and it is the obligation of the County to make decisions regarding the selection and usage of such technology. Recognizing this, the County and the Association agree that the development and deployment of clinical technologies is intended for the improvement of quality outcomes, and is intended to be consistent with the provision of safe, therapeutic and effective patient care. It is understood that technology is intended to enhance patient care, and its deployment shall not limit a Registered Nurse's input of clinical judgment in assessment, evaluation, planning and implementation of care; nor from acting as a patient advocate.

The County will continue to provide opportunities for nurses to provide input regarding the use of new technology affecting the delivery of direct patient care.

Section 46. Deferred Compensation Plan - *Automatic Enrollment for New Employees*

Subject to applicable federal regulations, the County agrees to provide a deferred compensation plan that allows employees to defer compensation on a pre-tax basis through payroll deduction. Effective

January 1, 2016, each new employee will be automatically enrolled in the County's Deferred Compensation program, at the rate of one percent (1%) of their pre-tax wages, unless he or she chooses to opt out or to voluntarily change deferrals to greater than or less than the default one percent (>1%) as allowed in the plan or as allowed by law. The pre-tax deduction will be invested in the target fund associated with the employees' date of birth. All deferrals are fully vested at the time of deferrals; there will be no waiting periods for vesting rights. Escalation for new employees will be the same as existing employees, as described below.

Beginning for January 1, 2019, all nurses will be enrolled in the deferred compensation program at the rate of one percent (1%) of their pre-tax wages unless he or she chooses to opt out or to voluntarily change deferrals to greater than or less than the default one percent (>1%) as allowed in the plan or as allowed by law. The pre-tax deduction will be invested in the target fund associated with the employees' date of birth. All deferrals are fully vested at the time of deferrals; there will be no waiting periods for vesting rights.

Concurrent with Cost of Living Adjustments (COLA) the deferrals will be increased in one percent (1%) increments to a maximum of five percent (5%).

The County will provide training to employees regarding how to make voluntary changes to deferrals.

Section 47. SMMC Clinical Quality Value Analysis Committee

47.1 Clinical Quality Value Analysis Committee

A. The Clinical Quality Value Analysis Committee (hereinafter "the Committee") will provide a systematic process for the introduction, evaluation, assessment, and acquisition of products, equipment, and clinical technology that is reviewed by members of the Hospital and Clinics. The Committee will evaluate all medical/surgical products and equipment that impacts Central Supply, including all catalogued products used by more than one modality or clinic.
B. The Committee's objective is to seek opportunities to standardize product lines that are cost effective, clinically efficacious, and provide the highest quality care and safety to patients and caregivers.
C. The Union may appoint up to two (2) representatives from the bargaining unit to serve on the Committee. Each representative shall be appointed for a term of one (1) year, subject to renewal. Other members of the Committee shall be appointed by Nursing Administration and Materials Management.

47.2 Meetings and Minutes:

A. The Committee will meet monthly, subject to change, to review requested agenda items approved by Nursing Administration and Materials Management.
B. The County shall provide release time for Registered Nurses when Committee meetings fall on their shifts.
C. Copies of meeting minutes and formal Committee recommendations shall be available upon request.
D. The rules and procedures of the Committee, including final decision making regarding product purchasing, will be determined by Nursing Administration and Materials Management.

Made and entered into this 20th day of March 2018.

CALIFORNIA NURSES ASSOCIATION

Bonnie Castillo
Executive Director

Puneet Maharaj, Public Sector Lead
California Nurses Association

Geri Archibald
Nurse Practitioner

Liz Downard
Community Mental Health Nurse

Margarita Harrington
Charge Nurse

Ericka Letona
Clinical Nurse

Laarni San Juan
Public Health Nurse

Noreen Sol
Clinical Nurse
Health

COUNTY OF SAN MATEO

John Maltbie
County Manager

Donna Vaillancourt
Director, Human Resources Department

Nicole McKay
Employee and Labor Relations Manager

Liz Caserza
Employee and Labor Relations Analyst

Veronica Alvarez-Javonillo
Clinical Services Manager I-Nursing and
Director of Public Health Nursing

Elizabeth Evans
Deputy Director, SMMC Acute Behavioral Health

Julie Griffiths
Clinical Services Manager I-Nursing

Julia McLaughlin
Interim Deputy Director, SMMC Acute Behavioral

Exhibits

Exhibit A

California Nurses' Association

Salaries: 4/22/2018

Class Code	Class Title	Work Group	Max Hourly Rate	Step A BiWeekly Rate	Step B BiWeekly Rate	Step C BiWeekly Rate	Step D BiWeekly Rate	Step E BiWeekly Rate
F014	Ambulatory Care Nurse	5	$64.98		$ 4,398.40	$ 4,650.40	$ 4,917.60	$ 5,198.40
F013	Ambulatory Care Nurse Trainee	1	$45.56					$ 3,644.80
F012	Charge Nurse	5	$71.38		$ 4,830.40	$ 5,107.20	$ 5,399.20	$ 5,710.40
F011	Clinical Nurse	5	$71.38		$ 4,830.40	$ 5,107.20	$ 5,399.20	$ 5,710.40
F049	Community Mental Health Nurse	5	$66.40			$ 4,751.20	$ 5,023.20	$ 5,312.00
B185	Community Mental Health Nurse - Unclassified	5	$66.40			$ 4,751.20	$ 5,023.20	$ 5,312.00
F018	Correctional Health Nurse	5	$64.98		$ 4,398.40	$ 4,650.40	$ 4,917.60	$ 5,198.40
B312	Correctional Health Nurse - Unclassified	5	$64.98		$ 4,398.40	$ 4,650.40	$ 4,917.60	$ 5,198.40
F015	Correctional Health Nurse Trainee	1	$45.56					$ 3,644.80
B311	Correctional Health Nurse Trainee - Unclassified	1	$45.56					$ 3,644.80
F022	Critical Care Nurse	5	$64.98		$ 4,398.40	$ 4,650.40	$ 4,917.60	$ 5,198.40
F019	Critical Care Nurse Trainee	1	$45.56					$ 3,644.80
F025	Infusion Nurse	5	$64.98		$ 4,398.40	$ 4,650.40	$ 4,917.60	$ 5,198.40
F024	Infusion Nurse Trainee	1	$45.56					$ 3,644.80
F027	Long Term Care Nurse	5	$64.98		$ 4,398.40	$ 4,650.40	$ 4,917.60	$ 5,198.40
F026	Long Term Care Nurse Trainee	1	$45.56					$ 3,644.80
F031	Medical Surgical Nurse	5	$64.98		$ 4,398.40	$ 4,650.40	$ 4,917.60	$ 5,198.40
F028	Medical Surgical Nurse Trainee	1	$45.56					$ 3,644.80
F009	Nurse Practitioner	5	$84.59		$ 5,724.80	$ 6,053.60	$ 6,400.80	$ 6,767.20
B099	Nurse Practitioner - Unclassified	5	$84.59		$ 5,724.80	$ 6,053.60	$ 6,400.80	$ 6,767.20
F021	Nurse Practitioner Trainee	1	$66.66					$ 5,332.80
F034	Perioperative Nurse	5	$64.98		$ 4,398.40	$ 4,650.40	$ 4,917.60	$ 5,198.40
F033	Perioperative Nurse Trainee	1	$45.56					$ 3,644.80
F037	Psychiatric Nurse	5	$64.98		$ 4,398.40	$ 4,650.40	$ 4,917.60	$ 5,198.40
F035	Psychiatric Nurse Trainee	1	$45.56					$ 3,644.80
F040	Public Health Nurse	5	$66.40		$ 4,494.40	$ 4,751.20	$ 5,023.20	$ 5,312.00
B100	Public Health Nurse - Unclassified	5	$66.40		$ 4,494.40	$ 4,751.20	$ 5,023.20	$ 5,312.00
F038	Senior Public Health Nurse	5	$70.25	$ 4,496.00	$ 4,752.80	$ 5,025.60	$ 5,314.40	$ 5,620.00
B102	Senior Public Health Nurse - Unclassified	5	$70.25	$ 4,496.00	$ 4,752.80	$ 5,025.60	$ 5,314.40	$ 5,620.00
F008	Supervising Nurse Practitioner	5	$93.05	$ 5,954.40	$ 6,296.00	$ 6,657.60	$ 7,040.00	$ 7,444.00

California Nurses' Association
Salaries: 5/5/2019

Class Code	Class Title	Work Group	Max Hourly Rate	Step A BiWeekly Rate	Step B BiWeekly Rate	Step C BiWeekly Rate	Step D BiWeekly Rate	Step E BiWeekly Rate
F014	Ambulatory Care Nurse	5	$67.58		$ 4,574.40	$ 4,836.80	$ 5,114.40	$ 5,406.40
F013	Ambulatory Care Nurse Trainee	1	$47.38					$ 3,790.40
F012	Charge Nurse	5	$74.24		$ 5,024.00	$ 5,311.20	$ 5,615.20	$ 5,939.20
F011	Clinical Nurse	5	$74.24		$ 5,024.00	$ 5,311.20	$ 5,615.20	$ 5,939.20
F049	Community Mental Health Nurse	5	$69.06			$ 4,941.60	$ 5,224.00	$ 5,524.80
B185	Community Mental Health Nurse - Unclassified	5	$69.06			$ 4,941.60	$ 5,224.00	$ 5,524.80
F018	Correctional Health Nurse	5	$67.58		$ 4,574.40	$ 4,836.80	$ 5,114.40	$ 5,406.40
B312	Correctional Health Nurse - Unclassified	5	$67.58		$ 4,574.40	$ 4,836.80	$ 5,114.40	$ 5,406.40
F015	Correctional Health Nurse Trainee	1	$47.38					$ 3,790.40
B311	Correctional Health Nurse Trainee - Unclassified	1	$47.38					$ 3,790.40
F022	Critical Care Nurse	5	$67.58		$ 4,574.40	$ 4,836.80	$ 5,114.40	$ 5,406.40
F019	Critical Care Nurse Trainee	1	$47.38					$ 3,790.40
F025	Infusion Nurse	5	$67.58		$ 4,574.40	$ 4,836.80	$ 5,114.40	$ 5,406.40
F024	Infusion Nurse Trainee	1	$47.38					$ 3,790.40
F027	Long Term Care Nurse	5	$67.58		$ 4,574.40	$ 4,836.80	$ 5,114.40	$ 5,406.40
F026	Long Term Care Nurse Trainee	1	$47.38					$ 3,790.40
F031	Medical Surgical Nurse	5	$67.58		$ 4,574.40	$ 4,836.80	$ 5,114.40	$ 5,406.40
F028	Medical Surgical Nurse Trainee	1	$47.38					$ 3,790.40
F009	Nurse Practitioner	5	$87.97		$ 5,953.60	$ 6,296.00	$ 6,656.80	$ 7,037.60
B099	Nurse Practitioner - Unclassified	5	$87.97		$ 5,953.60	$ 6,296.00	$ 6,656.80	$ 7,037.60
F021	Nurse Practitioner Trainee	1	$69.33					$ 5,546.40
F034	Perioperative Nurse	5	$67.58		$ 4,574.40	$ 4,836.80	$ 5,114.40	$ 5,406.40
F033	Perioperative Nurse Trainee	1	$47.38					$ 3,790.40
F037	Psychiatric Nurse	5	$67.58		$ 4,574.40	$ 4,836.80	$ 5,114.40	$ 5,406.40
F035	Psychiatric Nurse Trainee	1	$47.38					$ 3,790.40
F040	Public Health Nurse	5	$69.06		$ 4,674.40	$ 4,941.60	$ 5,224.00	$ 5,524.80
B100	Public Health Nurse - Unclassified	5	$69.06		$ 4,674.40	$ 4,941.60	$ 5,224.00	$ 5,524.80
F038	Senior Public Health Nurse	5	$73.06	$ 4,676.00	$ 4,943.20	$ 5,226.40	$ 5,527.20	$ 5,844.80
B102	Senior Public Health Nurse - Unclassified	5	$73.06	$ 4,676.00	$ 4,943.20	$ 5,226.40	$ 5,527.20	$ 5,844.80
F008	Supervising Nurse Practitioner	5	$96.77	$ 6,192.80	$ 6,548.00	$ 6,924.00	$ 7,321.60	$ 7,741.60

California Nurses' Association
Salaries: 2/9/2020

Class Code	Class Title	Work Group	Max Hourly Rate	Step A BiWeekly Rate	Step B BiWeekly Rate	Step C BiWeekly Rate	Step D BiWeekly Rate	Step E BiWeekly Rate
F014	Ambulatory Care Nurse	5	$68.93		$ 4,665.60	$ 4,933.60	$ 5,216.80	$ 5,514.40
F013	Ambulatory Care Nurse Trainee	1	$48.33					$ 3,866.40
F012	Charge Nurse	5	$75.72		$ 5,124.80	$ 5,417.60	$ 5,727.20	$ 6,057.60
F011	Clinical Nurse	5	$75.72		$ 5,124.80	$ 5,417.60	$ 5,727.20	$ 6,057.60
F049	Community Mental Health Nurse	5	$70.44			$ 5,040.80	$ 5,328.80	$ 5,635.20
B185	Community Mental Health Nurse - Unclassified	5	$70.44			$ 5,040.80	$ 5,328.80	$ 5,635.20
F018	Correctional Health Nurse	5	$68.93		$ 4,665.60	$ 4,933.60	$ 5,216.80	$ 5,514.40
B312	Correctional Health Nurse - Unclassified	5	$68.93		$ 4,665.60	$ 4,933.60	$ 5,216.80	$ 5,514.40
F015	Correctional Health Nurse Trainee	1	$48.33					$ 3,866.40
B311	Correctional Health Nurse Trainee - Unclassified	1	$48.33					$ 3,866.40
F022	Critical Care Nurse	5	$68.93		$ 4,665.60	$ 4,933.60	$ 5,216.80	$ 5,514.40
F019	Critical Care Nurse Trainee	1	$48.33					$ 3,866.40
F025	Infusion Nurse	5	$68.93		$ 4,665.60	$ 4,933.60	$ 5,216.80	$ 5,514.40
F024	Infusion Nurse Trainee	1	$48.33					$ 3,866.40
F027	Long Term Care Nurse	5	$68.93		$ 4,665.60	$ 4,933.60	$ 5,216.80	$ 5,514.40
F026	Long Term Care Nurse Trainee	1	$48.33					$ 3,866.40
F031	Medical Surgical Nurse	5	$68.93		$ 4,665.60	$ 4,933.60	$ 5,216.80	$ 5,514.40
F028	Medical Surgical Nurse Trainee	1	$48.33					$ 3,866.40
F009	Nurse Practitioner	5	$89.73		$ 6,072.80	$ 6,421.60	$ 6,789.60	$ 7,178.40
B099	Nurse Practitioner - Unclassified	5	$89.73		$ 6,072.80	$ 6,421.60	$ 6,789.60	$ 7,178.40
F021	Nurse Practitioner Trainee	1	$70.72					$ 5,657.60
F034	Perioperative Nurse	5	$68.93		$ 4,665.60	$ 4,933.60	$ 5,216.80	$ 5,514.40
F033	Perioperative Nurse Trainee	1	$48.33					$ 3,866.40
F037	Psychiatric Nurse	5	$68.93		$ 4,665.60	$ 4,933.60	$ 5,216.80	$ 5,514.40
F035	Psychiatric Nurse Trainee	1	$48.33					$ 3,866.40
F040	Public Health Nurse	5	$70.44		$ 4,768.00	$ 5,040.80	$ 5,328.80	$ 5,635.20
B100	Public Health Nurse - Unclassified	5	$70.44		$ 4,768.00	$ 5,040.80	$ 5,328.80	$ 5,635.20
F038	Senior Public Health Nurse	5	$74.52	$ 4,769.60	$ 5,042.40	$ 5,331.20	$ 5,637.60	$ 5,961.60
B102	Senior Public Health Nurse - Unclassified	5	$74.52	$ 4,769.60	$ 5,042.40	$ 5,331.20	$ 5,637.60	$ 5,961.60
F008	Supervising Nurse Practitioner	5	$98.71	$ 6,316.80	$ 6,679.20	$ 7,062.40	$ 7,468.00	$ 7,896.80

California Nurses' Association
Salaries: 2/7/2021

Class Code	Class Title	Work Group	Max Hourly Rate	Step A BiWeekly Rate	Step B BiWeekly Rate	Step C BiWeekly Rate	Step D BiWeekly Rate	Step E BiWeekly Rate
F014	Ambulatory Care Nurse	5	$70.31		$ 4,759.20	$ 5,032.00	$ 5,320.80	$ 5,624.80
F013	Ambulatory Care Nurse Trainee	1	$49.30					$ 3,944.00
F012	Charge Nurse	5	$77.23		$ 5,227.20	$ 5,525.60	$ 5,841.60	$ 6,178.40
F011	Clinical Nurse	5	$77.23		$ 5,227.20	$ 5,525.60	$ 5,841.60	$ 6,178.40
F049	Community Mental Health Nurse	5	$71.85			$ 5,141.60	$ 5,435.20	$ 5,748.00
B185	Community Mental Health Nurse - Unclassified	5	$71.85			$ 5,141.60	$ 5,435.20	$ 5,748.00
F018	Correctional Health Nurse	5	$70.31		$ 4,759.20	$ 5,032.00	$ 5,320.80	$ 5,624.80
B312	Correctional Health Nurse - Unclassified	5	$70.31		$ 4,759.20	$ 5,032.00	$ 5,320.80	$ 5,624.80
F015	Correctional Health Nurse Trainee	1	$49.30					$ 3,944.00
B311	Correctional Health Nurse Trainee - Unclassified	1	$49.30					$ 3,944.00
F022	Critical Care Nurse	5	$70.31		$ 4,759.20	$ 5,032.00	$ 5,320.80	$ 5,624.80
F019	Critical Care Nurse Trainee	1	$49.30					$ 3,944.00
F025	Infusion Nurse	5	$70.31		$ 4,759.20	$ 5,032.00	$ 5,320.80	$ 5,624.80
F024	Infusion Nurse Trainee	1	$49.30					$ 3,944.00
F027	Long Term Care Nurse	5	$70.31		$ 4,759.20	$ 5,032.00	$ 5,320.80	$ 5,624.80
F026	Long Term Care Nurse Trainee	1	$49.30					$ 3,944.00
F031	Medical Surgical Nurse	5	$70.31		$ 4,759.20	$ 5,032.00	$ 5,320.80	$ 5,624.80
F028	Medical Surgical Nurse Trainee	1	$49.30					$ 3,944.00
F009	Nurse Practitioner	5	$91.52		$ 6,194.40	$ 6,550.40	$ 6,925.60	$ 7,321.60
B099	Nurse Practitioner - Unclassified	5	$91.52		$ 6,194.40	$ 6,550.40	$ 6,925.60	$ 7,321.60
F021	Nurse Practitioner Trainee	1	$72.13					$ 5,770.40
F034	Perioperative Nurse	5	$70.31		$ 4,759.20	$ 5,032.00	$ 5,320.80	$ 5,624.80
F033	Perioperative Nurse Trainee	1	$49.30					$ 3,944.00
F037	Psychiatric Nurse	5	$70.31		$ 4,759.20	$ 5,032.00	$ 5,320.80	$ 5,624.80
F035	Psychiatric Nurse Trainee	1	$49.30					$ 3,944.00
F040	Public Health Nurse	5	$71.85		$ 4,863.20	$ 5,141.60	$ 5,435.20	$ 5,748.00
B100	Public Health Nurse - Unclassified	5	$71.85		$ 4,863.20	$ 5,141.60	$ 5,435.20	$ 5,748.00
F038	Senior Public Health Nurse	5	$76.01	$ 4,864.80	$ 5,143.20	$ 5,437.60	$ 5,750.40	$ 6,080.80
B102	Senior Public Health Nurse - Unclassified	5	$76.01	$ 4,864.80	$ 5,143.20	$ 5,437.60	$ 5,750.40	$ 6,080.80
F008	Supervising Nurse Practitioner	5	$100.68	$ 6,443.20	$ 6,812.80	$ 7,204.00	$ 7,617.60	$ 8,054.40

Exhibit B

Alternative Work Week Options

The examples below reflect basic information about the various alternative workweek options. For a more detailed description of the options and parameters that are available at your location, refer to your Department/Division/Unit Agreement (some of which are attached herein).

4/10:
Four (4) consecutive workdays of ten and one-half (10½) consecutive hours each, between specified hours, of which one-half (½) hour shall be the unpaid meal break.

Four (4) consecutive workdays, of eleven (11) consecutive hours each, between specified hours, of which one (1) hour will be the unpaid meal break.

9/80:
A two-week schedule providing nine (9) workdays during that period, within the following conditions:

a. One workweek of five (5) work days between specified hours, consisting of four (4) nine (9) work hour days and one (1) eight (8) work hour day, and

b. One workweek of four (4) work days between specified hours, consisting of four (4) nine (9) work hour days and one (1) day off; the day off on this schedule must be on the same day of the week as the eight (8) work hour day in the other week.

Flexible Schedule:
Five (5) consecutive workdays of nine (9) consecutive hours each, between specified hours**,** of which one (1) hour will be the unpaid meal break.

12-hour Shifts:
Three (3) shifts of thirteen (13) hours each, between specified hours, of which one (1) hour will be the unpaid meal break. Participants may take 10% Voluntary Time Off (VTO) to maintain full benefits. Based upon operational and staffing needs of the San Mateo Medical Center (SMMC), VTO requests must be cost neutral. In approving VTO requests, SMMC cannot decrease access to services for patients.

For full-time nurses, work schedules may include two (2) shifts of twelve and one-half (12 ½) hours each, between specified hours, of which one-half (½) hour will be the unpaid meal break and two (2) shifts of eight and one-half (8 ½) hours each, between specified hours, of which one-half (½) hour will be the unpaid meal break.

Shifts of twelve and one-half (12 ½) hours each, between specified hours, of which one-half (½) hour will be the unpaid meal break.

For straight night shifts, shifts of twelve (12) hours each, between specified hours, of which one-half (½) hour will be the paid meal break and taken in accordance with Section 9.4 of the MOU.

Appendix 1
San Mateo County Registered Nurse Work Locations
as of October 2017

Belmont
Foster Care CPS – PHN Programs 1 Davis Drive
Children & Family Services 1 Davis Drive

Daly City
Daly City Clinic 380 90th St
Daly City Youth Health 2780 Junipero Serra Blvd
North County BHRS & Total Wellness 375 89th St

East Palo Alto
BHRS Services 2415 University Ave 3rd Floor
Foster Care CPS – PHN Programs – 2415 University Ave. 3rd Floor
Home Visiting Case Management – 2415 University Ave. 3rd Floor
Prenatal Advantage/Black Infant Health 2415 University Ave 2nd Floor
Prenatal to Three and Children & Family Services 2415 University Ave 3rd Floor

Half Moon Bay
Coastside Clinic & BHRS Services 225 S. Cabrillo Hwy Suite 200A

La Honda
Camp Glenwood 400 Log Cabin Ranch Road

Pescadero
Puente de la Costa Sur Resource Center

Redwood City
Foster Care CPS – PHN Programs 2500 Middlefield Rd
Maguire Correctional Facility 300 Bradford St
Maple Street Correctional Center 1300 Maple St
Fair Oaks Health Center 2710 Middlefield Rd
Redwood City Services Center (HSA) 2500 Middlefield Rd
Sequoia Teen Wellness Center 200 James Ave
South County BHRS & Total Wellness 802 Brewster Ave

San Mateo
Aging and Adult Services 225 37th Ave
AIDS Program 225 37th Ave
BHRS OASIS 2000 Alameda de las Pulgas
BHRS Total Wellness 1950 Alameda de las Pulgas
California Children's Services (CCS) 2000 Alameda de las Pulgas
Central County BHRS & Total Wellness 1950 Alameda de las Pulgas
CD & TB Control Programs 225 37th Ave
Edison Clinic 222 W. 39th Ave
Field Nursing Services 2000 Alameda de las Pulgas
FHS Nurse Family Partnership 2000 Alameda de las Pulgas

Foster Care CPS – PHN Programs 2000 Alameda de las Pulgas
Youth Services Center 222 Paul Scannell Drive
Main Campus Clinics 222 W. 39th Ave
Mobile Health Clinic 225 37th Ave
Prenatal-to-Three 2000 Alameda de las Pulgas
BHRS Quality Management 1950 Alameda de las Pulgas
Receiving Home (HSA)
BHRS Resource Management (Mental Health) 2000 Alameda de las Pulgas
Ron Robinson Care Center 222 W. 39th Ave
San Mateo Medical Center 222 W. 39th Ave
Nurse Family Partnership, 2000 Alameda de las Pulgas
Public Health Whole Person Care, 225 37th Avenue

South San Francisco
Aging & Adult Services 801 Gateway Blvd
SSF Clinic 306 Spruce St
Children & Family Services 1487 Huntington Ave
Children's Health Initiative/California Children Services 801 Gateway Blvd
Foster Care CPS – PHN Programs – 1487 Huntington Avenue
Health Emergency Medical Services 801 Gateway Blvd
Prenatal-to-Three 801 Gateway Blvd

San Mateo Medical Center
A County System of Healthcare

January 23, 2009

Staffing/Nurse-to-Patient Ratios/Acuity

It is understood by the parties that the County's intent is to provide safe, quality care to the members of the community it serves. It is further understood that Registered Nurses working in the various County health care facilities are committed to delivering such quality care. Accordingly, the parties agree that a Nurse shall not practice, nor shall the Nurse be required to practice, in any manner which is inconsistent with the above or which places the Nurse's license in jeopardy.

In order to assure that County patients can receive safe care and that nurses can work in an environment conducive to optimal use of their skills and experience as well as all available resources, the County shall have a staffing system based on an assessment of patient needs in conformance with applicable State regulations, including State-mandated nurse-to-patient ratios, and that:

1. No Nurse shall be required to work in an area other than her/his regularly-assigned area unless s/he has received orientation or has worked in that area within the 6 month period immediately prior to the request to work in this area.

2. Throughout any shift, the Charge Nurse, or the "acting charge" RN, will be available as a resource to the nursing and assistive personnel on that shift.

3. When State-mandated nurse-to-patient ratios are not met, when a staffing shortage for a particular shift exists, or when there are allegations of improperly trained staff, the Nurse Manager and/or Nursing Supervisor and the Charge Nurse will meet as soon as possible to discuss the patient care needs and the staffing available on the unit. If, after this discussion, there is not enough staff on the unit according to State-mandated ratios or the acuity system, all due efforts will be made to call extra staff by management, staffing office or Charge Nurse.

4. A Nurse may complete an Assignment Despite Objection (ADO) form and may have it countersigned by other RN's working on that shift. The nursing supervisor shall be notified as soon as possible after the shift begins or as soon as possible after the event which gives rise to the need for completing an ADO form. ADO forms shall be available at the unit/department nurses' station in a location accessible to all shifts.

5. In any unit/nursing area where more than 1 ADO form has been completed in the course of any 7 day period the Manager will meet with the staff and/or individual RN(s) of that unit to discuss and attempt to resolve the ratios/acuity/staff mix concerns within 10 calendar days of the date a request for such meeting is received by the Manager. A representative of the Association will be present at these meetings.

Board of Supervisors: Mark Church • Rose Jacobs Gibson • Richard Gordon • Carole Groom • Adrienne Tissier
Health System Chief: Jean Fraser • **CEO:** Sang-ick Chang, MD, MPH
222 W. 39th Avenue, San Mateo, CA 94403 • 650-573-2222 • www.sanmateomedicalcenter.org

Main Campus Clinics: Innovative Care Clinic, OB/GYN Clinic, Pediatrics Clinic, Medical Specialty Clinic, Surgical Specialty Clinic, Dental Clinic, Eye Clinic
Ron Robinson Senior Care Center • Coastside Clinic • Daly City Clinic • Daly City Youth Health Center • South San Francisco Clinic
Sequoia Teen Wellness Center • Fair Oaks Clinic • Fair Oaks Children's Clinic • Willow Clinic • Methadone Clinic • Burlingame Long-Term Care

6. The Hospital's acuity staffing system provides guidelines for making staffing decisions which will be reviewed every eight hours by the Nurse Manager/Supervisor prior to making staffing decisions.

7. In the event the Professional Performance Committee (PPC) identifies a pattern that indicates staffing does not address patient needs, the PPC representative shall bring the issue to the attention of the appropriate Nurse Manager who will review the issue and provide a written response to the PPC representative within two weeks. If the Nurse Manager's response does not resolve the issue, the PPC will make recommendations for action to the Chief Nursing Officer/Director of Nursing/Clinic Director who shall provide a written response within two weeks or meet with the PPC at their next meeting to discuss the issues.

8. It is understood that ratios/staffing/acuity concerns will be addressed by utilizing procedures outlined in this section; further, this Section shall not be subject to the Grievance and Arbitration provisions of this MOU.

APPROVED AND ACCEPTED:

Sandra Kissoon RNMS

Sandra Kissoon
Deputy Director, Long-Term Care / Chief Nursing Officer

SAN MATEO COUNTY
HEALTH SYSTEM

To: Nursing Staff

From: Joan Spicer
Chief Nursing Officer

Subject: Cross-Training Opportunities

Date: October 24, 2014

San Mateo Medical Center is committed in providing opportunities for professional advancement and personal growth within the organization.

We are offering an interdepartmental cross-training program. The cross-training program is designed to encourage the nursing staff to acquire new skills and knowledge, improve the understanding of the different departments and develop better coordination and teamwork. The units that will be participating in this program are the Long Term Care Unit (1A), Medical-Surgical Unit (2AB), Intensive Care Unit (ICU), Emergency Department (ED), Acute Psychiatry (3AB), Psychiatric Emergency Services (PES), Post-Anesthesia Care Unit (PACU) and Short Stay Unit. The Cross-training Program will be expanded to include Ambulatory Services in six months. This program is voluntary. To participate, you have to discuss your interest with your current manager and obtain prior approval before initiating a request to the participating unit. Eligibility requirement varies for each department as well as the length of orientation and minimum shifts required to work on the unit you have been cross trained to after the completion to your cross training. The Nurse, Charge Nurse, Nurse Manager, and/or Nurse Educator must agree that competency requirements have been met prior to the end of the formal orientation to the unit. No Nurse shall be required to work in an area other than her/his regularly-assigned area unless s/he has received orientation or has worked in that area within the 6 month period immediately prior to the request to work in this area.

Once you have received your manager's and Nurse Educator's approval to participate in this cross-training program, please contact the nurse educator and manager of the participating unit to initiate the process and to discuss the details of the cross-training program.

cc: Susan Ehrlich MD, Chief Executive Officer
Tosan Boyo, Deputy Director of Ambulatory Services

COUNTY OF SAN MATEO
HEALTH SYSTEM

Louise Rogers
Health System Chief

San Mateo County Health System
225 37th Avenue
San Mateo, CA 94403
www.smchealth.org
www.facebook.com/smchealth

May 3, 2018

Puneet Maharaj, Public Sector Lead
California Nurses' Association
155 W. Grand, 2nd Floor
Oakland, CA 94612

Subject: Labor/Management Committees

Dear Ms. Maharaj,

San Mateo County Health System is committed to working collaboratively with all employee organizations.

In 2011, the San Mateo Medical Center established monthly labor/management meetings with CNA to address processes that improve service delivery, efficiency, staff engagement, and morale, to discuss break relief solutions for nursing staff, and to, by mutual agreement, address non-economic issues that affect the bargaining unit. In the event the parties mutually agree to discuss meal and break relief, up to two nurses, in additional to the Chief Steward, will be released to attend the meeting. SMMC will continue these monthly meetings which have been helpful in addressing and resolving concerns. Meeting topics, dates and times will be by mutual agreement. Both parties agree to submit meeting topics one week prior to each meeting to the Chief Nursing Officer as SMMC's representative and to you as the union's representative. Both parties further agree that Assignment Despite Objection (ADO) forms will continue to be discussed in this forum. If there are no findings to substantiate the ADO, the ADO will be carried forward to the next meeting to allow for further information to be obtained from the nurse(s) submitting the ADO.

During 2014 negotiations, CNA expressed an interest in establishing separate labor/management committees for Behavioral Health & Recovery Services (BHRS), Correctional Health Services, and Family Health Services. In the event staff concerns or issues not previously addressed arise in one of these divisions, the Union Representative may continue to discuss such issues with the Division Head if they cannot be resolved at a lower level. If the parties fail to reach resolution, County and Union representatives may agree to convene a labor/management meeting. Meeting topics, dates and times will be by mutual agreement. Each committee will be equally represented by department management and CNA. Each committee shall provide progress reports to both department management and CNA in a manner agreed to by that committee.

Upon request, the County will provide information regarding use of Traveler Nurses. Both parties agree that information regarding use of Traveler Nurses may be discussed in the labor/management committee forum.

The Union and the County may schedule PHN Labor Management meetings involving the Program Manager and applicable Program Director. Such meetings shall occur as needed up to four times per year, unless otherwise agreed by the parties. Meeting topics, dates and times will be by mutual agreement and agreed upon one week prior to each meeting.

In the event staff concerns or issues arise in the applicable division, the parties will attempt to address such issues at the lowest possible level. The Union Representative may discuss such issues with the Division Head, or the parties may bring staff concerns or issues to the PHN Professional Performance Committee (PPC) for resolution. If the parties fail to reach resolution, or if the parties agree that the PHN Labor Management meeting is the appropriate forum to discuss the topic, County and Union representatives may agree to convene a labor/management meeting.

Sincerely,

Louise Rogers
Health System Chief

cc: Srija Srinivasan, Interim Deputy Chief, Health System & Family Health Director
Chester J. Kunnappilly MD, SMMC Chief Executive Officer
Cassius Lockett PhD, Director, Public Health, Policy & Planning
Lisa Mancini, Director, Aging & Adult Services Department
Carlos Morales LCSW, Director, Correctional Health Services
David A. Young PhD, MPH, Director, Behavioral Health and Recovery Services
Nicole McKay, Employee & Labor Relations Manager

COUNTY OF SAN MATEO
HUMAN RESOURCES DEPARTMENT

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Director

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May 8, 2018

Puneet Maharaj, Public Sector Lead
California Nurses' Association
155 W. Grand, 2nd Floor
Oakland, CA 94612

Re: Assignments as Sexual Assault Response Team (hereinafter "SART") Nurses at the Keller Center

Dear Ms. Maharaj,

Representatives of San Mateo County (hereinafter "the County"), the California Nurses Association (hereinafter "CNA") representing Nurses and Nurse Practitioners who are regular County employees and members of CNA, and who also work an Extra Help assignment as Sexual Assault Response Team (hereinafter "SART") Nurses at the Keller Center ("the Parties"), have met and conferred. The Parties discussed the work performed by the regular County Nurses and Nurse Practitioners as SART Nurses, and the desire of CNA and said Nurses to have CNA representation for that work.

Pursuant to this side letter to the MOU between the County and CNA, the parties agree as follows:

1. The parties agree the SART work, its structure, funding and compensation are unique.

2. The Parties agree and recognize that CNA has provided a document with signatures from the majority of the SART Nurses who also are regular, CNA represented, County Nurses and Nurse Practitioners indicating that they wish to be represented in their work as SART Nurses by CNA for purposes of collective bargaining.

3. The Parties further recognize that they are mutually agreeing to by-pass the formal requirements and processes of the County's Employer-Employee Relations Policy in this matter. The Parties agree this is a one-time non-precedential agreement to by-pass those requirements and processes.

4. The Parties agree this side letter and its terms and conditions do not apply to Extra Help personnel acting as SART Nurses who are not also regular County Nurses and Nurse Practitioners.

5. The parties agree that with respect to the document provided by CNA to the County indicating the SART Nurses desire to be represented by CNA, that to the extent any of the signatures on that document are Extra Help and not regular County Nurses or Nurse Practitioners, such

signatures may be ignored rather than requiring CNA to submit another document without said inapplicable signatures.

6. The Parties agree the SART work will be a voluntary ancillary assignment to the Nurses and Nurse Practitioners' classified positions with the County. The parties agree the San Mateo County Civil Service Rules will not apply to these voluntary ancillary assignments. Nurses and Nurse Practitioners may be selected for and terminated from these voluntary ancillary assignments without the need to follow Civil Service processes.

7. Nurses and Nurse Practitioners have the right to the Reconsideration Process described in this section. In the event it is determined that the services of Nurse or Nurse Practitioner who has worked as a SART Nurse for at least twelve (12) months (with less than thirty (30) calendar days' leave(s) of absence) will no longer be utilized due to concerns about his/her performance and/or conduct, written notice shall be provided to him or her at least nine (9) calendar days prior to the effective date of separation. This written notice shall include the reason for separation, and the right to union representation. Notice postmarked nine (9) calendar days before the effective date of separation to the Nurse or Nurse Practitioner's address of record shall be sufficient notice.

   The Nurse or Nurse Practitioner may request reconsideration of such action by submitting a written request including a statement of any facts to substantiate a reversal of the decision to his or her Department Head or designee. Such request for reconsideration must be received by the Department Head or designee prior to the date of separation. Should the decision of the Department Head or designee sustain the proposed separation, the Union may take the matter to mediation through the Peninsula Conflict Resolution Center. Costs for the mediation, not including the cost of representation or attorney's fees, will be shared equally among the Union and the Department. If the mediation does not result in an amicable resolution of the termination, within fourteen (14) calendar days of the close of the mediation, the Nurse or Nurse Practitioner may appeal the termination to the Director of Human Resources, whose decision shall be final. In the event the reconsideration is not completed prior to the effective date of the separation, the Nurse or Nurse Practitioner shall be released pending completion of the reconsideration.

   This section of the Side Letter shall not apply to any Nurse or Nurse Practitioner released due to any other reason, including but not limited to, lack of work.

8. The Parties agree the time spent by Nurse and Nurse Practitioner's doing SART work does not count in the calculation of overtime and may not be combined with their work in their regular positions for purposes of overtime calculations.

9. The Parties agree the compensation received by the SART Nurses is not pensionable compensation.

10. The Parties agree the time spent performing SART work does not count in the calculation of any benefit, including but not limited to, paid leave accrual, seniority accrual and/or service credit accrual.

11. The Parties agree the same provisions of the Master Salary Resolution regarding compensation for SART Nurses will continue to be applicable to the regular CNA represented County Nurses and Nurse Practitioners that are the subject of this agreement. Those provisions are currently as follows:

    a. Effective April 22, 2018, on call pay at the rate of eighteen dollars ($18) per hour for all hours in an on call status and twenty three dollars ($23) per hour for all hours in an on call status during a holiday.

    b. When such employees are called to investigate an alleged sexual assault case, said employees shall receive a flat rate payment of three hundred fifty dollars ($350.00) for all hours spent in relationship to the specific case.

    c. Employees shall not receive on call pay for time during which they are working on a specific case.

    d. Hours worked in a case review related to a subpoena, or to attend a meeting with the District Attorney in relation to a case, or to appear in court, or to attend mandatory meetings will be compensated at fifty five dollars ($55) per hour.

    e. Additionally, as determined by and with the approval of the San Mateo Medical Center, participation in forensic nursing training and education would be compensated at fifty five dollars ($55) per hour and not to exceed sixteen (16) hours per year.

This side letter to the MOU between CNA and the County of San Mateo dated April 1, 2018 to December 31, 2021, shall become effective and operative upon the signature of authorized representatives from the County of San Mateo and CNA.

FOR THE COUNTY

Date: 5/8/18

FOR THE UNION

Date: 6/1/18