

## 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-Miliias-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 December 28, 2025 – December 16, 2028 ~~January 1, 2022 and ending December 27, 2025~~

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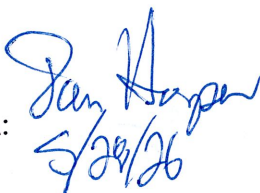
### Section 8. Salaries

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:

~~Effective the first full pay period following Board of Supervisor's approval of a successor MOU in 2022, there will be a combined equity and cost of living adjustment of eight and one half percent (8.5%).~~

~~Effective the first full pay period following Union ratification and Board of Supervisors' adoption of a successor MOU in 2022, each full time employee in active paid status will receive a lump sum payment of two thousand dollars (\$2,000) as a non-discretionary incentive to ratify the agreement. It is the intent of the parties that the lump sum payments will not be treated as salary or wages, as the payments are not provided as compensation for hours of employment or longevity pay. The lump sum payments will not be included in overtime/regular rate of pay calculations, and there will be no roll up effect of the lump sum payments. The County will withhold taxes from lump sum~~

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~~payments in accordance with federal and state requirements. The lump sum amount will be prorated for part time employees.~~

~~Effective December 25, 2022, there will be a cost of living increase of three percent (3%). Effective December 24, 2023, there will be a cost of living increase of four percent (4%). Effective December 29, 2024, there will be a cost of living increase of four percent (4%).~~

Effective the first full pay period following Board of Supervisors' approval of a successor MOU, there shall be a five percent (5%) cost of living adjustment for all represented classifications.

Effective December 20, 2026, there shall be a five percent (5%) cost of living adjustment for all represented classifications.

Effective December 19, 2027, there shall be a **four percent (4%)** cost of living adjustment for all represented classifications.

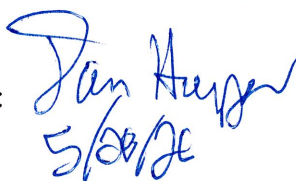
The December 2027 cost of living adjustment shall be increased by an additional one percent (1%), for a total cost of living adjustment of **five percent (5%)** under the following circumstances:

- 1. Not later than October 1, 2027, the State Legislature enacts and the Governor signs legislation to ensure that San Mateo County receives its full Vehicle License Fee Adjustment Amount under Revenue & Taxation Code 97.70, as calculated under the laws in existence as of the date of this MOU, on an ongoing basis (i.e., without any sunset provision), and
- 2. Neither the VLF bill nor any companion legislation contains any offsets, reductions or limits to other County funding sources (e.g., a reduction excess or returned Educational Revenue Augmentation Fund amounts).
- 

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

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- 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.

For CNA:

  
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[Note: Status quo on language for Keller Center, however, During FY 26/27, the parties agree to meet regarding compensation for Nurse and Nurse Practitioners covered by this MOU who work at the Keller Center and are covered by the Side Letter regarding Assignments on Sexual Assault Response Team (“SART”) Nurses at the Keller.]

Effective the first full pay period following Board of Supervisors’ approval of a successor MOU in 2022, for Nurses and Nurse Practitioners who work Extra Help assignments as Sexual Assault Response Team (“SART”) Nurses at the Keller Center, the following will apply:

The on call pay rate will be twenty-five dollars (\$25) per hour for all hours in an on call status, and which shall increase to twenty-eight dollars (\$28) per hour for all hours in an on call status during a holiday.

1. When called to investigate an alleged sexual assault case, Nurses and Nurse Practitioners who work Extra Help SART Nurse assignments will be compensated at a an hourly rate equal to that of Clinical Nurse Step E. SART nurses will receive a minimum of three (3) hours of overtime at this hourly rate when called to investigate a case.

This agreement is intended to amend the May 8, 2018 Side Letter between the parties entitled “Assignments on Sexual Assault Response Team (“SART”) Nurses at the Keller Center”.

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.

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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%).

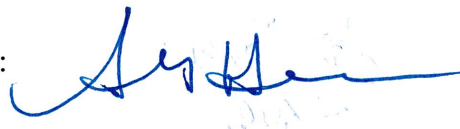
8.6 Permanent and probationary nurses serving in regular established positions shall be considered by the appointing authority on their salary anniversary dates for advancement to the next higher step in the salary schedule for their respective classes based on hours served in that classification as 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.

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- (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, they 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.

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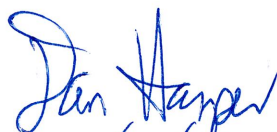
8.11                      Nurse Practitioner Exempt Status

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 for a full-time employee or for hours worked in excess of the full-time equivalent schedule for part time regular nurses.

Effective the first full pay period following Board of Supervisor's approval of a successor MOU in 2022, full-time regular Nurse Practitioners shall receive the equivalent of five (5) hours per pay period, which shall be prorated for part time regular employees.

Administrative leave can be accrued up to a maximum of two hundred sixty (260) hours, at which point employees shall stop accruing administrative leave until such time the total number of accrued hours is reduced below two hundred sixty (260) hours.

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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.

In lieu of using administrative leave hours for paid time off, an employee will be permitted to elect to receive cash payment (i.e., "cash out") of their unused administrative leave hours, subject to the following guidelines:

- An employee's cash out election must be made in the calendar year preceding the calendar year in which the County pays the cash out amount to the employee. Such election must be made no later than the close of business on December 31<sup>st</sup>. An election to cash out (or to not cash out) administrative leave is irrevocable and may not be changed.
- An employee may elect to cash out only administrative leave amounts that the employee is scheduled to accrue in the following year (for example, for full time employees, this will be 5 hours per pay period x 26 pay periods = 130 hours max per year)
- Payments of an employee's cash out election will be made in the calendar year following election, in the final full payroll period.
- The County's payment of the employee's elected cash out amount may not exceed the lesser of (i) the total hours of administrative leave actually accrued by the employee in the year of cash out, or (ii) the employee's unused administrative leave balance as of the cash out payment date.

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### **8.13 Nurse Practitioner Equity Adjustment**

**A) Effective December 19, 2027, the County will provide an equity adjustment for Nurse Practitioners in an amount to achieve pay parity with Physician Assistants.**

**B.) This equity adjustment shall be retroactive to December 27, 2025.**

### 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. **and may be Pro-rated for any nurses working in that role.** For RN's who have regularly been assigned as a "charge nurse" for thirty (30) days or more immediately before a paid holiday, sick

For CNA:

*Don Auer*  
5/29/26

For the County:

*[Signature]*

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 ~~The County of San Mateo~~ 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.

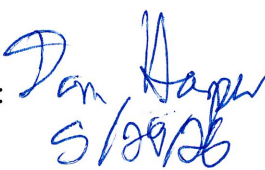
The program will include but not limited to the following:

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 ~~the County of San Mateo~~ 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

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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. County of San Mateo.

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.

~~SART nurse assigned Preceptor duties will be paid a preceptor/mentor differential at two dollars (\$2.00) above the hourly rate for each hour that the RN/NP is so assigned.~~

### Section 18 – Bilingual Pay

A salary differential up to ~~seventy~~ ninety dollars (\$~~70.00~~ 90.00) 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.

#### 1.1 Hiring and Selection

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

#### 1.2 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.


#### 1.3 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.

#### 1.4 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.

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1.5 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.

1.6 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.

20.2 The holidays in this County are:

- |                                       |                                       |
|---------------------------------------|---------------------------------------|
| 1. January 1                          | (New Year's Day)                      |
| 2. Third Monday in January            | (Martin Luther King Jr.'s Birthday)   |
| 3. Third Monday in February           | (Washington's Birthday)               |
| 4. <b><u>March 31</u></b>             | <b><u>(TBD)</u></b>                   |
| 5. Last Monday in May                 | (Memorial Day)                        |
| 6. June 19                            | (Juneteenth)                          |
| 7. July 4                             | (Independence Day)                    |
| 8. First Monday in September          | (Labor Day)                           |
| 9. Second Monday in October           | (Columbus Day/Indigenous Peoples Day) |
| 10. November 11                       | (Veterans Day)                        |
| 11. Fourth Thursday in November       | (Thanksgiving Day)                    |
| 12. Friday following Thanksgiving Day |                                       |
| 13. December 25                       | (Christmas)                           |

14. 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.

15. One (1) eight (8) hour floating holiday which accrues each February 12<sup>th</sup>. The floating holiday may be used starting in the first pay period that begins after 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.

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## **20.8 Wellness Days**

Beginning Fiscal Year 2026/2027, in addition to the paid holidays listed above, employees shall be entitled to sixteen (16) hours of time off as wellness days or days of reflection (floating holiday) each fiscal year, subject to the eligibility requirements listed above. Employees may use the wellness time off on any day mutually agreed by the employee and their supervisor. Wellness days not used by the end of the fiscal year will be deemed forfeited and have no cash value.

The usage period for these wellness days 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.

## 23.11 Continuing Education Leave With Pay

All **nurses employees** 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 Employees** 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 employee'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 employee's** manager or designee.
4. Such time will be paid at the straight time rate **with any applicable differentials.**
5. The **Nurse employee** 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 employee** submits complete and approved documentation.
7. **Nurse practitioners in exempt status shall be paid education leave hours for C.E hours taken in excess of 40 hours worked in any week period**

**Nurses Employees** 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

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fiscal year.

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

For newly hired **RN-employees**, continuing education hours will be allotted per quarter for ~~nurses employees~~ hired during fiscal year as follows:

Full time <b>RN-employee</b> hired July 1-Sept 30:	forty (40) hours
Full time <b>RN-employee</b> hired Oct 1-Dec 31:	thirty (30) hours
Full time <b>RN-employee</b> hired Jan 1-Mar 31:	twenty (20) hours
Full time <b>RN-employee</b> 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, registration fees, and required course materials 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) **two thousand** total maximum per nurse, excluding Nurse Practitioners, per fiscal year. Nurse Practitioners will be reimbursed up to a total maximum of **four** 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.


- 1) **C.E. funds may be used for:**
  - a) **tuition or educational courses**
  - b) **registration fees**
  - c) **required course materials**
  - d) **travel to course**
  - e) **certification and recertification fees**
  - f) **licensure renewal fees**
  - g) **subscription fees to organizations that provide access to C.E. courses**
  - h) **professional journals**
  - i) **app subscription fees**
  - j) **equipment (ex. stethoscope, electronics, uniforms) necessary for job**

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 Employees** employed in a half-time (.5 FTE) status and above shall be allowed additional paid educational leave, **accrued as MOT** 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.

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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).

## **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.

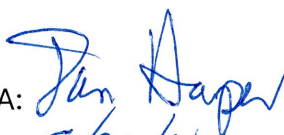
The County will pay eighty-five percent (85%) of the total premium for the Kaiser HMO and Kaiser High Deductible Plans (employees pay 15% of the total premium) and the County will pay 90% of the total premium for the Aetna HMO Plan (employees pay 10% of the total premium). The County will pay 75% of the total premium for the Aetna POS Plan (employees pay 25% of the total premium). ~~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.

In an effort to offset the employee cost for healthcare costs, effective the first full pay period in January 2027 through the first pay period in December 2028, the County will contribute \$59 per month (\$29.50 each for the first 2 pay periods of each month) (the equivalent of 0.5% of pay Countywide) as a "Premium Only" contribution to each benefit-eligible employee's Section 125 account to be used for premium expenses.

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

For CNA:

  
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COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County


Date:

ATTEST:

By:

Clerk of Said Board

For CNA:

  
5/28/26

For the County:

Current Contract Language:

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.

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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 the same hours for which they are paid overtime compensation in accordance with Section 10 of this MOU.

For CNA:

  
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For the County:

