

**TENTATIVE AGREEMENT BETWEEN  
COUNTY OF SAN MATEO AND  
CALIFORNIA NURSES ASSOCIATION  
RE: SUCCESSOR MOU**


The following document contains the Tentative Agreement between the County of San Mateo (hereinafter called "County") and the California Nurses' Association ("Union") (hereinafter collectively called "the parties") on wages, hours and terms and conditions of employment. The salaries, hours, fringe benefits and working conditions set forth have been mutually agreed upon by the designated bargaining representatives of the County and the Union and will apply to all employees covered by the Memorandum of Understanding (MOU) between the County and the Union.

Upon Union ratification and Board approval, this Agreement will amend the MOU between the parties dated January 23, 2011 – July 5, 2014.

The amended MOU shall supersede all other Memoranda of Understanding and agreements between the parties. Language in the MOU between the parties not amended by this Tentative Agreement will remain unchanged. The parties agree that any and all Tentative Agreements are hereby incorporated. Any outstanding proposals not agreed to are hereby withdrawn by the parties.

This Tentative Agreement is subject to ratification by Union membership and approval by the Board of Supervisors of San Mateo County.

FOR THE COUNTY

  
\_\_\_\_\_

Date: 2/19/15

Approved:  
  
\_\_\_\_\_

FOR THE UNION

  
\_\_\_\_\_

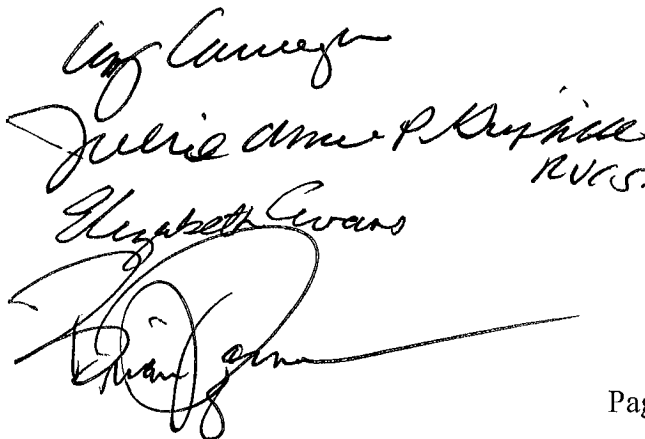


Date: 2/19/2015

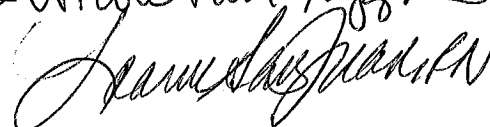
  
Margaret Hays, RN  
Ratified:

  
Peter D. Zyer, RN

Date: \_\_\_\_\_

Date: \_\_\_\_\_

  
Julie Anne P. Kishida, RN  
  
Elizabeth Evans  


Fabiana Ochoa, CNA Labor Representative  
Elizabeth O'Connor, RN, MSN  
Wigle van Stijzen, RN  


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1. **Term of Agreement:** Three years (date of adoption of agreement – September 23, 2017)
2. **Section 8.1: Salaries:** Section 8.1 of the MOU between the parties shall be amended as follows:

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: ~~the first full pay period after ratification there shall be a two percent (2%) increase; effective January 8, 2012 there shall be a two percent (2%) increase; effective January 6, 2013 there shall be a two percent (2%) increase.~~

**Cost of Living Adjustments:**

Effective the first full pay period following ratification of this agreement, the salary ranges for all classifications in the bargaining unit will increase by four percent (4%).

Effective January 3, 2016, the salary ranges for all classifications in the bargaining unit will increase by three percent (3%).

Effective January 1, 2017, the salary ranges for all classifications in the bargaining unit will increase by three percent (3%).

**Equity Adjustments:**

Effective the first full pay period following ratification of this agreement, there will be an equity adjustment of the following amounts for the following classifications:

- Community Mental Health Nurse/Public Health Nurse: three percent (3%)
- Nurse Practitioner: four and one-half percent (4.5%),
- Staff Nurse Series: three percent (3%)
- Clinical Nurse/ Charge Nurse: three percent (3%)

Effective January 3, 2016, there will be an equity adjustment of the following amounts for the following classifications:

- Community Mental Health Nurse/Public Health Nurse: one percent (1%)
- Nurse Practitioner: one and one-half percent (1.5%),

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- Staff Nurse Series: one percent (1%)

- Clinical Nurse/ Charge Nurse: one percent (1%)

Effective January 1, 2017, there will be an equity adjustment of the following amounts for the following classifications:

- Community Mental Health Nurse/Public Health Nurse: one-half percent (.5%)

- Nurse Practitioner: one-half percent (.5%)

- Staff Nurse Series: one-half percent (.5%)

- Clinical Nurse/ Charge Nurse: one-half percent (.5%)

**Bonus Pay:**

On or about February 3, 2017, in recognition of the volatility of the registered nurse labor market, full time nurses in paid status in the pay period beginning January 15, 2017 will be paid a one-time retention bonus equivalent to a lump sum of one percent (1%) annual base salary for each nurse as of January 15, 2017. The bonus payment will be subject to all applicable federal, state and local tax withholdings. The bonus payment will not be factored into wages for computations of overtime, pension, benefits or for any other compensation. The bonus payment will be pro-rated for permanent, part time employees based on the percentage of designated full time equivalent (FTE).

**3. Section 25 Hospitalization and Medical Care:** Sections 25.1 and 25.2 of the MOU between the parties shall be amended as follows:

**25.1 Health Insurance for Regular Full Time Employees**

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

For the remainder of the 2015 calendar year, the County will pay ninety percent (90%) of the total premium for the Kaiser and Blue Shield HMO Plans, and eighty percent (80%) of the total premium for the Blue Shield POS Plan. Covered nurses will pay ten percent (10%) of the total premium for the Kaiser and Blue Shield HMO Plans and twenty percent (20%) of the total premium for the Blue Shield POS Plan.

Effective January 1, 2016, The County and covered nurses share in the cost of health care premiums. The County will pay 85% 90% of the total premium for the Kaiser and Aetna-Blue Shield HMO Plans, and 75% 80% of the total premium for the Blue Shield POS Plan. Covered nurses will pay 15% 10% of the total premium for the Kaiser and Aetna-Blue Shield HMO Plans and 25% 20% of the total premium for the Blue Shield POS Plan.

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In recognition of the additional employee contribution to health insurance premiums, effective the pay period following ratification of this agreement, the salary ranges for all classifications in the bargaining unit will increase by one and one-half percent (1.5%).

~~Both parties agree to a reopener in January 2013 on medical premiums only. Changes will be by mutual agreement.~~

~~A Flexible Spending (FSA) debit card with a value of \$100 will be issued to each employee as soon as administratively possible. An additional \$100 FSA card will be issued on January 1, 2012.~~

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

Effective January 1, 2012, coverage for young adult dependents will reduce from 30 years of age to 28 years. Effective January 1, 2013, coverage will be further reduced from 28 to 26 years.

Section 25.2 Health Insurance for Permanent Part Time Employees

For Nurses occupying permanent part-time positions, the County will pay one-half 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 85% of the Kaiser High Deductible Health Plan (HDHP) or three-fourths 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.

4. **Section 44:** Section 44 of the MOU between the parties shall be amended as follows:

**Section 44.**

**Retirement COLA:**

Employees hired on or after August 7, 2011 will pay fifty percent (50%) of the Retirement COLA cost as determined by SamCERA.

Effective January 8, 2012, employees hired prior to August 7, 2011 will pay 25% of the cost of the Retirement COLA excluding those who began payment of 50% as described above.

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Effective July 5, 2015, all employees will pay fifty percent (50%) of the cost of Retirement COLA as determined by SamCERA.

In recognition of the additional employee contribution to retirement COLA, effective the first pay period following ratification, the salary ranges for all classifications in the bargaining unit will increase by one-half percent (0.5%).

**Section 19. Layoff and Reemployment:** Section 19 of the MOU between the parties shall be amended as follows:

19.1 Notice of Layoff

The department head will give at least ~~fourteen (14)~~ thirty (30) 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.

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- (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 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 any of the following three choices:

a) ~~Taking a voluntary demotion within the same department to a classification in which the nurse had prior probationary or permanent status provided such a position is held by an employee with less senior~~

(ad) 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) ~~On a County-wide basis, dDisplacing the employee in the same classification in the same division, having the least seniority in County service, if there is no vacant position. For the purpose of such County-wide move, County service, including military leave, shall be allowed at the rate of two-thirds (2/3) of the actual time so served.~~

(c) ~~On a County-wide basis, taking a voluntary demotion to a classification in which the nurse had prior probationary or permanent status in the County provided such a position is held by an employee with less seniority. For the purpose of such County-wide move, County service, including military leave, shall be allowed at the rate of two-thirds (2/3) of the actual time so served.~~

(d) ~~Transferring to a vacant position for which an employee is qualified as~~

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~~demonstrated by previous work experience. Such employee will serve a 6-month precepting period that will include a performance evaluation at 3-months. Employee must demonstrate required competencies for the position within the allotted precepting period and obtain a competent evaluation at 6 months. In the event the employee does not obtain a competent evaluation at 6 months, such employee has exhausted his/her lay-off options as defined in this section.~~

~~(e) On a Countywide basis, displacing the least senior employee in a nurse classification for which the employee is qualified as demonstrated by previous County work experience and as determined by the Human Resources Department. Such employee will serve a 6-month precepting period that will include a performance evaluation at 3-months. Employee must demonstrate required competencies for the position within the allotted precepting period and obtain a competent evaluation at 6 months. In the event the employee does not obtain a competent evaluation at 6 months, such employee has exhausted his/her lay-off options as defined in this section. For the purpose of such Countywide move, County service, including military leave, shall be allowed at the rate of two-thirds (2/3) of the actual time so served.~~

~~(1) Nurses in the classifications of Ambulatory Care Nurse, Correctional Health Nurse, Critical Care Nurse, Infusion Nurse, Long Term Care Nurse, Medical-Surgical Nurse, Perioperative Nurse or Psychiatric Nurse (herein referred to collectively as the Staff Nurse Series) who are laid off and have exhausted all choices listed in Section 19.3.1 shall, on a Countywide basis, have the option of displacing the least senior employee in the Staff Nurse series, except when the least senior position is a Perioperative Nurse. Such employee will serve a 6-month precepting period that will include a performance evaluation at 3-months. Employee must demonstrate required competencies for the position within the allotted precepting period and obtain a competent evaluation at 6 months. In the event the employee does not obtain a competent evaluation at 6 months, such employee has exhausted his/her lay-off options as defined in this section. For the purpose of such Countywide move, county service, including military leave, shall be allowed at the rate of two-thirds (2/3) of the actual time so served.~~

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

**19.6 Severance Pay**

The County will pay the County premium for ~~3 months~~ nine (9) months of medical coverage (but not dental or vision) for an individual nurses who are is laid off. This coverage is contingent on the following conditions:

1. The nurse has not refused a County job offer.

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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 .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 an employee's nurse's position is abolished and such employee-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, ~~up to a maximum of ten (10) weeks of pay~~ 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 employee-nurse will not be entitled to the aforementioned reimbursement.

(NEW) 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.

5. **The MOU between the parties shall be amended as follows to reflect additional negotiated changes and MOU clean up:**

Section 2. Association Security

2.2 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:



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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-CIO), 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 ~~negotiated~~ 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

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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.

**Section 3. Professional Performance Committees**

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**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 (2) seats will be dedicated to Registered Nurses from clinics located in North and South County Burlingame Long Term Care Facility nurses, and not more than three (3) Nurse Practitioners shall be paid to participate in PPC activities in any given month.

~~Nurse Practitioner PPC members and RN PPC members from the Clinics shall be able to use up to one hour of work time each month to attend PPC meetings.~~

RN's and NP's from the hospital, corrections, or clinics~~long-term care facility~~ 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 30 calendar days either in writing or in person to any Committee recommendations concerning nursing practices, health and safety issues, and patient care.

**Section 4. Recruitment and Retention Committee**

A Recruitment and Retention Committee shall be established for Health System~~each of the following areas: San Mateo Medical Center, Public/Family Health, Health Behavioral and Recovery Services, and Correctional Health.~~ Upon the Union's request, this~~These~~ committees shall meet quarterly at least 6 times a year to consider factors affecting the County's ability to recruit and retain nurses. Each~~The~~ committee shall be composed of 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

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within 30 calendar days to all written Committee recommendations.

**Section 8. Salaries**

Section 8.2 Salary Linkage – Staff Nurse Series

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.

Section 8.4

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. 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 ~~four percent~~ (4%). 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 ~~six percent~~ (6%). ~~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 eight percent (8%).~~

Section 8.5

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 ~~as follows~~ 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.~~

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- (1) After completing 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 2080 regular hours of satisfactory service.
- (2) After completing 2080 regular hours satisfactory service in each of the salary ~~step~~<sup>HRD</sup> 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 1040 or 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.

- 8.6 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.

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~~Salary range adjustments for a classification will not set a new salary anniversary date for nurses serving in that classification.~~

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.

8.11 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 40 per week.

Nurse Practitioners whose FTE status is 75% or greater shall receive the equivalent of 3 hours per pay period of time placed into a bank for their use as paid time off throughout the year (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.

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.

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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**Section 9. Days and Hours of Work**

9.6. Voluntary Time Off Program

Full-time, permanent employees may request a reduction in their work hours ~~by 1%, 2%, 5%, 10%, or 20%~~ 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

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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.

**NEW Section 9.10**

Within six months following Board approval of a successor MOU and every year thereafter for the term of the agreement, the County will implement for all nurses in the bargaining unit mandatory violence prevention training.

As part of the Countywide Safety Committee, the County agrees to establish a violence prevention sub-committee in which one C.N.A. represented Public Health Nurse or Community Mental Health 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.**

**Section 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 for all hours beyond 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 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.

**Section 12. Differential**

**12.3 Staffing Differential**

Nurses working in Correctional Health (Women's Correctional Center, Maguire Correctional Facility, Medium Security Facility, Camp Glenwood and Hillcrest Juvenile Hall), Acute Psychiatry, Psych Emergency (PES), and the Emergency Department shall be paid a differential of Seventy-Cents one dollar (\$1.00) per hour in addition to any differentials paid under Sections 12.1 and 12.2.

**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 ~~\$20.00~~ 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



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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 3 months and 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.

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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 Nursinges**

**Clinical Nurse Committee Program**

The Clinical Nursing program is ~~coordinated through a Clinical Nursing Committee composed of 3 managers select by the Vice President of Patient Care Services and 3 represented nurses selected by CNA. At least one of the represented nurses on the committee shall be a Clinical Nurse. This committee shall have ongoing responsibility for determining the eligibility of nurses making application to enter the clinical nurse 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 publically reported patient care metrics. The program is coordinated through a Clinical Nurse ing~~ coordinated through a Clinical Nurse ing Committee.

**Annual Review**

~~The Clinical Nurse Review Committee composed of one (1) manager from the Clinical Nurse Committee, and three (3) Clinical Nurses appointed by CNA shall oversee the application renewal process on an annual basis to determine their continued eligibility for the program. The Review Committee shall make recommendations for approval to the Clinical Nurse Committee. Clinical nurses who fail to remain eligible shall be removed from the program. Payment for clinical nursing shall be at the same salary range as that of Charge Nurse. All Staff Nurses who meet the criteria listed in the Clinical Nurse Portfolio shall be eligible to apply for Clinical Nurse status.~~

**Clinical Nurse Committee:**

**Membership:**

~~The Clinical Nurse Committee is composed of 3 Nurse Managers or Deputy Directors selected by the Vice President of Patient Care Services-SMMC Chief Nursing Officer and 3 represented nurses~~

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selected by CNA. At least ~~one~~ two of the represented nurses on the committee shall be a in the Clinical Nurse status.

Work of the Committee:

This committee shall ~~have ongoing responsibility for determining~~ the eligibility of nurses applying making application to enter the clinical nurse program, oversee the annual renewal process, and determine the continued eligibility for nurses in the clinical nurse role status.

Clinical nurses who fail to remain eligible shall be removed from the ~~program~~ clinical nurse status. ~~Payment for clinical nursing shall be at the same salary range as that of Charge Nurse.~~

Meeting of Clinical Nurses

~~All San Mateo Medical Center (SMMC)~~ The Clinical Nurses Review Committee will meet as necessary to discuss:

1. The application process for becoming a Clinical Nurse
2. The elements that comprise the initial portfolio application and scope of work per applicant
3. The annual renewal process for current Clinical Nurses
4. The elements that comprise the renewal process
5. Promoting excellence and the continuation of the Clinical Nurse Program
6. 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 portfolio 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 Outcomes

The committee will determine the criteria and requirements for the annual review for Clinical Nurses who were 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.

**Clinical Nurses with Specific Job Descriptions**

The following nursing assignments ~~require specific job descriptions with some requiring certifications~~ are exempt from the requirements of portfolio application and renewal, and are automatically considered Clinical Nurses. ~~These assignments are:~~

1. Quality Assurance Nurses

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2. Nurse Educators
3. Infection Disease Control and Prevention Nurses
4. Nurse Case Managers
5. Clinical Nurse Specialists (OB)
6. ~~Other Specialty Nurses, as approved by the Clinical Nurse Committee~~ Clinical Informaticists
7. Utilization Review Nurses
8. Wound, Ostomy, Continence Nurses
9. Nurse Diabetic Teachers-Educators
10. Minimum Data Set (MDS) Nurses

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.

Transfers:

If a Clinical Nurse elects to transfer to a like specialty the nurse will be allowed 6 months to submit a portfolio 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 6 months and assigned a Clinical Nurse mentor to submit an application ~~their portfolio~~ to the committee. If the nurse fails to submit ~~their portfolio~~ an application, the nurse will be reassigned to the appropriate staff nurse status.

Compensation

Payment for clinical nursing shall be at the same salary range as that of Charge Nurse.  
Salary for Clinical Nurse is aligned with the Charge Nurse.

~~The Community Mental Health Clinical Nursing program is coordinated through a Community Mental Health Nursing Committee composed of 2 managers selected by Administration and 2 represented Community Mental Health Nurses (CMHN's). This committee shall have the ongoing responsibility for determining eligibility of CMHN's making application to enter the Clinical Nursing program. The committee shall also review the clinical CMHN's on an annual basis to determine their continued eligibility for the program. Clinical CMHN's who fail to remain eligible shall be removed from the program. Payment for Clinical CMHN shall be the same as that of the Clinical Nurse.~~

The salary of the Community Mental Health Nurse is aligned with the Public Health Nurse. Both parties agree that the clinical ladder with Behavioral Health & Recovery Services will be eliminated concurrent with the 2011 salary increase.

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

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**Section 18. Bilingual Pay**

A salary differential up to ~~\$42.50~~fifty-five dollars (\$55.00) biweekly shall be paid incumbents of positions requiring bilingual proficiency as designated by the appointing authority and ~~HRD-Director of Human Resources~~. 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 ~~\$55.00~~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. ~~Present employees may be certified by the appointing authority as possessing sufficient bilingual skills to be appointed to a bilingual position; provided that nothing herein precludes the County from requiring that said nurses be tested. Requests by nurses to be tested for bilingual skill proficiency will be referred to the HRD Director 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 Exclusions

Nurses in supervisory positions, as opposed to leadworkers, will not be eligible for bilingual pay.

18.6 Review

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Management shall periodically review the number and location of bilingual pay positions shall be periodically reviewed by management. If the County decides to reduce the number of filled positions in a specific division or geographical location -are to be reduced eligible for bilingual pay, the County shall provide individual nurses will be given with one full pay period of reasonable notice prior to loss of the bilingual pay differential eligibility.

18.7 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**

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

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

1. RN's working beyond 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 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 on 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 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

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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**

20.6 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 shift-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 p.m. 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. until 7 a.m. on the holiday would be paid 8 hours holiday pay. Nurses working 11 p.m. on the holiday until 7 a.m. on the day after the holiday would receive no holiday pay.

**Section 23. Leaves of Absence**

23.5 Leave of Absence Without Pay

(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 1<sup>st</sup> and August 31<sup>st</sup>.

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

**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 at least thirty (30) days in advance by the nurse's manager or designee, unless such advance time requirement is waived by the 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 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.

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 and certification and recertification in a nursing specialty on continuing educational leave with pay will be reimbursed up to a six hundred fifty dollar (\$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



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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.

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 23.13 Bereavement Leave

The County will provide up to two days paid bereavement leave upon the death of an employee's parent, grandparent, spouse, 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 36. Grievances**

36.1 Definition

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 Procedure

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

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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 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 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 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 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.

36.4 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.

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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.

**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 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 10 days may be considered for a mileage reimbursement eligibility extension not to exceed a total of 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 8 miles. Because of an early morning meeting, the nurse must

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travel from home to Redwood City, a distance of 21 miles. Based upon the above rule, the nurse would be entitled to 13 miles of reimbursement. This figure is arrived at by subtracting 8 miles (normal mileage from home to work) from 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 13 miles. The nurse has a meeting at the Hayward City Hall (31 miles) which will not conclude until 5:00 p.m. and therefore, the nurse will go directly home, a distance of 31 miles. Based on the above rule, the nurse would be entitled to 18 miles of reimbursement. This figure is arrived at by subtracting 13 miles (normal mileage from home to work) from 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 Plan**

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.

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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.

~~44.1 Effective March 13, 2005, the County implemented the 2%@55.5 retirement enhancement (Government Code Section 31676.14) for employees in the General Retirement Plan.~~

~~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, workers will share in the cost of the 31676.14 enhancements through increased retirement contributions by way of payroll deductions and shall contribute 3% of compensation earnable as defined in SamCERA regulations. The County will pay 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 set forth~~

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above.

~~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.~~

**New Retirement Plans:**

~~For new employees hired on or after August 7, 2011, upon the adoption of a resolution making Government Code section 31676.1 effective, the retirement benefit options shall be:~~

~~Current Plan 3: Non-contributory plan. A member who elects Plan 3 has 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.~~

~~Plan 5: 1.725% @ 58 (pre-enhancement tier) with no 3% cost share~~

~~Current Plan 4: 2% @ 55.5 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 Employees' 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.~~

**Retirement COLA:**

~~Employees hired on or after August 7, 2011 will pay 50% of the Retirement COLA cost as determined by SamCERA.~~

~~Effective January 8, 2012, employees hired prior to August 7, 2011 will pay 25% of the cost of the Retirement COLA excluding those who began payment of 50% as described above.~~

**NEW SECTION 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

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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.

**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 (SMMC), VTO requests must be cost neutral. In approving VTO requests, SMMC cannot decrease access to services for patients.

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.

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

**Appendix 1  
San Mateo County Registered Nurse Work Locations  
as of ~~January 2011~~ August 2014**

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**Belmont**

400 Harbor Blvd Bldg B

Foster Care Nursing Services 1 Davis Drive

Children & Family Services 1 Davis Drive

**Burlingame**

~~Burlingame Long Term Care 1100 Trousdale Dr~~

**Daly City**

Daly City Clinic 380 90th St

Daly City Youth Health 2780 Junipero Serra Blvd

~~North County Mental Health~~ BHRS & Total Wellness 375 89th St

**East Palo Alto**

~~Community Counseling 2415 University Ave Suite 30~~

~~BHRS Mental Health Services 2415 University Ave 3<sup>rd</sup> Floor~~

Prenatal Advantage/Black Infant Health 2415 University Ave 2nd Floor

~~Prenatal to Three and Children & Family Services CPS Nurse 2415 University Ave 3rd Floor~~

**Half Moon Bay**

~~Coastside Clinic & Mental Health~~ BHRS Services 225 S. Cabrillo Hwy Suite 200A

**Menlo Park**

~~Bellehaven Clinic 100 Terminal Ave~~

~~Methadone Clinic 795 Willow Rd Bldg 332~~

~~Willow Clinic 795 Willow Rd Bldg 334~~

**La Honda**

Camp Glenwood 400 Log Cabin Ranch Road

**Pescadero**

Puente de la Costa Sur Resource Center

**Redwood City**

Child & Family Services, 2500 Middlefield Rd

Correctional Health 300 Bradford St

~~Fair Oaks Children's Clinic 630 Laurel St~~

Fair Oaks Health Center ~~Clinic~~ 2710 Middlefield Rd

Redwood City Services Center (HSA) 2500 Middlefield Rd

Sequoia Teen Wellness Center 200 James Ave

~~South County Mental Health~~ BHRS & Total Wellness 802 Brewster Ave

Women's Correctional Center 1590 Maple St



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**San Carlos**

550 Quarry Rd.

**San Mateo**

Aging and Adult Services 225 37th Ave

AIDS Program 225 37th Ave

BHRS OASIS 2000 Alameda de las Pulgas

California Children's Services (CCS) 2000 Alameda de las Pulgas

Central County Mental Health BHRS & Total Wellness 3080 La Selva 1950 Alameda de las Pulgas

Child Health Services Unit 2000 Alameda de las Pulgas

~~Disease Control & Prevention Unit~~ CD & TB Control Programs 225 37th Ave

Edison Clinic 222 W. 39th Ave

Field Nursing Services 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) 150 W. 20th Ave 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

**South San Francisco**

SSF Clinic 306 Spruce St

SSF Services Center (HSA) and CPS-Children & Family Services 1487 Huntington Ave

California Children's Services, 701 Gateway Blvd