

**TENTATIVE AGREEMENT BETWEEN
COUNTY OF SAN MATEO AND
CALIFORNIA NURSES ASSOCIATION
RE: 2018 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 July 6, 2014 - September 23, 2017, and extended by mutual agreement through March 31, 2018.

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 Any outstanding proposals not agreed to are hereby withdrawn by the parties.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

FOR THE UNION

Julie Burdick RN CSMI Fabiana Ochoa

Date: 3-20-18

Date: March 20, 2018

Approved: [Signature]
3-20-18

Ratified:

Date: _____

Date: _____

Veronica Alvarez-Jaramila
Imchaughlin, RN, CSMI
[Signature]

Edmond RN, MSN
Margaret [Signature], RN
Emilia Betancourt, RN
[Signature], RLP
Larmin Pangman, PHN
[Signature], RN

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Preamble

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

This MOU shall be presented by the Association to the employees to be covered hereby for ratification by said employees, and shall thereafter be presented to the County Board of Supervisors and, if appropriate, to the Civil Service Commission as the joint recommendations of the undersigned for salary and employee benefit adjustments for the period commencing September 24, 2017 and ending September 23, 2017 April 1, 2018 and ending December 31, 2021.

Section 2. Association Security

2.4 Communications with Employees

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

- (1) Association meetings
- (2) Association committee reports
- (3) Association appointments
- (4) Association elections and results
- (5) Association bylaws or extracts from official CNA publications

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

Authorized CNA representatives may be granted access to all hospital and health facilities in which nurses covered by this MOU are employed for the purpose of observing working conditions. This right shall be exercised reasonably. CNA representatives desiring such access shall obtain permission from the department head or his/her representative before entering any working areas of the facility and shall inform said management representative

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of the purpose of the visit. CNA representatives granted access to facilities shall not interfere with the normal conduct of work nor shall they order any changes in any aspect of the operation. Within 30 days of the effective date of this MOU, CNA shall provide the department head with a written list of all authorized CNA representatives, which list shall be kept current by CNA. Only authorized representatives on the most current listing may be authorized access to work locations as provided herein.

Section 5. Notification of New Hires and Terminations

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

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

Section 7. Association Representatives

7.2 Contract Negotiations

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

One (1) Public Health Nurse or Senior Public Health Nurse

One (1) Community Mental Health Nurse

One (1) Nurse Practitioner

Three (3) from among nurses in the Staff Nurses series, as defined in Section 8.2 of this MOU, Clinical Nurses or Charge Nurses.

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

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

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

7.4 New Employee Orientation

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

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

Section 8. Salaries

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

A. Cost of Living Adjustments:-

Effective the first full pay period following ratification and Board approval of this successor MOU, there shall be a cost of living increase of four percent (4%);

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

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

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

B. Equity Adjustments:

Effective the first full pay period following ratification and Board approval of this successor MOU, there shall be an equity adjustment of one percent (1%) for all employees represented by the bargaining unit;

Effective March 1, 2015, there shall be an increase of four percent (4%); effective January 3, 2016, there shall be an increase of three percent (3%); effective January 1, 2017, there shall be an increase of three percent (3%);

Effective March 1, 2015, there shall be an equity adjustment of three percent (3%) for all nurses excluding Nurse Practitioners and 4.5% for Nurse Practitioners. Effective January 3, 2016, there shall be an equity adjustment of one percent (1%) for all nurses excluding Nurse Practitioners and 1.5% for Nurse Practitioners. Effective January 1,

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~~2017, there shall be an equity adjustment of one-half percent (.5%) for all nurses including Nurse Practitioners.~~

~~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 payment equivalent to a lump sum of one percent (1%) annual base salary for each nurse as of January 15, 2017. The retention payment will be subject to all applicable federal, state and local tax withholdings. The retention payment will not be factored into wages for computations of overtime, pension, benefits or for any other compensation. The retention payment will be pro-rated for permanent, part time employees based on the percentage of designated full time equivalent (FTE).~~

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

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

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

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

8.5 Effective the first full pay period following ratification and Board approval of this successor MOU, Nurses who have completed the equivalent of three (3) years of continuous full-time service with the County (6,240 hours) 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 four-seven percent (47%).

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____ 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-nine~~ percent (~~69~~%).

____ 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-eleven~~ percent (~~811~~%).

8.11 Nurse Practitioner Exempt Status

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

Nurse Practitioners whose FTE status is seventy-five percent (75%) or greater shall receive the equivalent of three (3) hours per pay period of time placed into a bank for their use as paid time off throughout the year (seventy-eight (78) hours).

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

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

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

8.12 Affiliate Staff Dues

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

Section 9. Days and Hours of Work

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

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

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

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

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

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

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

Section 10. Overtime

10.6 Unscheduled Overtime

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

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

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

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

Section 17. Clinical Nursing

A. Clinical Nurse Program

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

The program is coordinated through a Clinical Nurse Committee.

1. Clinical Nurse Program Committee:

a. *Membership:*

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

b. *Work of the Program Committee:*

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

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

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

2. Initial Review Outcomes:

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- a. The Committee has three options after interview and review of the nurse's application:
1. Accepting the application without conditions with a one year Clinical Nurse appointment.
 2. Accepting the application with conditions to be completed and resubmitted in 90 days and be assigned a Clinical Nurse mentor. Failure to meet the conditions will result in not being granted the Clinical Nurse status.
 3. Rejecting the application resulting and not granting the Clinical Nurse status.

b. Annual Review Procedures:

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

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

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

Clinical nurses who fail to remain eligible shall be removed from the Program and the Classification as Clinical Nurse. If the Clinical Nurse fails to meet the requirements by the date of the annual review or the Clinical Nurse fails to submit an application for renewal by the date of the annual review, the Clinical Nurse shall take a voluntary, non-disciplinary demotion to his or her previously-held

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classification. Following a voluntary non-disciplinary demotion, the Nurse may reapply for the Clinical Nurse Program following twelve (12) months after the date of the voluntary demotion.

B. Clinical Nurses with Specific Job Descriptions

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

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

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

C. Transfers:

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

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

B.D. Compensation:

Payment for clinical nursing shall be at the same salary range as that of Charge Nurse.

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

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

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

Section 20. Holidays

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

20.2 The holidays in this County are:

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

* The Lincoln's Birthday holiday was eliminated and replaced with a floating holiday (8 hours of holiday time) which accrues on each February 12.

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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.

Section 23. Leaves of Absence

23.2 Benefit Entitlement

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

23.7 Absence Due to Required Attendance in Court

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

- (1) Absence from duty will be with full pay for each day a nurse serves on a jury or testifies as a witness in a criminal case, other than as a defendant, including necessary travel time not to exceed eight (8) hours. As a condition of receiving such full pay, the nurse must remit to the County Treasurer, through the department head, within fifteen (15) days after receipt, all fees received except those specifically allowed for mileage and expenses.
- (2) Attendance in Court in connection with a nurse's usual official duties or with a case in which the County is a party, together with travel time necessarily involved, shall not be considered absence from duty within the meaning of this Section.
- (3) Absence from duty will be without pay when the nurse appears in private litigation to which the County of San Mateo is not party.
- (4) Any fees allowed, except reimbursement of expenses incurred, shall be remitted to the County Treasurer through the department head.

23.11 Continuing Education Leave With Pay

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

Nurses may use continuing educational leave with pay as follows:

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

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

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

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

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

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

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

Payment for the tuition or registration fees for discretionary courses on and certification and recertification in a nursing specialty continuing educational leave with pay will be reimbursed up to a six hundred fifty dollars (\$650.00) total maximum per nurse, excluding Nurse Practitioners, per fiscal year. Nurse Practitioners will be reimbursed up

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to a total maximum of one thousand dollars (\$1,000.00) per employee per fiscal year. The nurse shall incur any cost in excess of this rate; however, additional monies may be made available on a case-by-case basis based on departmental needs. This continuing educational leave with pay amount shall be prorated for part-time nurses or nurses hired during the fiscal year.

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

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

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

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

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

23.13 Bereavement Leave

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

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

Section 24. Absence Without Pay

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

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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.

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

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 thirty (30) years of age to twenty-eight (28) years. Effective January 1, 2013, coverage will be further reduced from twenty-eight (28) to twenty-six (26) years.~~

25.2 Health Insurance for Permanent Part Time Employees

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

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

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

~~Nurses who waive retiree health/dental coverage including COBRA rights may, upon retirement, convert each eight (8) hours of accrued sick leave for one hundred fifty dollars (\$150.00). Should this cashout be determined, either through legislative or judicial action, to constitute compensation earnable for retirement purposes, this provision shall become null and void.~~

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

~~25.5 The parties agree to meet to identify and select a group dental plan for retirees who do not otherwise have coverage. All and any costs of such a plan will be borne by the retiree.~~

Section 26. Dental Care

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

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

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

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

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

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Section 27. Vision Care

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

Section 28. Life Insurance

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

The County shall provide nine thousand twenty thousand dollars (~~\$9,000~~20,000) of life insurance for each nurse, five hundred dollars (\$500) of life insurance for the nurse's spouse and up to a maximum of five hundred dollars (\$500) of life insurance for each of the nurse's children depending on ages. The County shall provide an additional ten thousand dollars (\$10,000) of life insurance payable to the nurse's beneficiary if the nurse's death results from an accident either on or off the job.

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

Section 29. Change in Employee Benefit Plans

29.1 Benefits Committee

During the term of this MOU, the County and Unions shall convene the Benefits Committee to investigate the feasibility of revising medical and/or dental coverage and/or plan(s) and strategies to integrate wellness program participation into benefit insurance cost structure. The Benefits Committee will be composed of County labor representatives, not to exceed two (2) representatives from each participating labor organization and four (4) County representatives.

29.2+ Agreement Implementation

Agreements reached as part of the Benefits Committee may be implemented outside of negotiations if employee organizations representing a majority of employees agree, providing, however, all employee organizations are given an opportunity to meet and confer regarding such agreements. During the term of this MOU, the County and the Association shall investigate the feasibility of offering medical plan(s) in addition to those now being offered.

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29.2 ~~If during the term of this MOU the County desires making any changes in the current medical and dental plans, the County shall meet with CNA to discuss any changes.~~

Section 37. Tuition Reimbursement

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

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

Upon completion of the course the nurse must submit to the HRD Department a request for reimbursement accompanied by a copy of the school grade report or a certificate of completion. The HRD Department shall, if it approves the request, forward it to the Controller for payment. Reimbursement may include the costs of tuition and related fees, ~~but may not include costs of books or materials which become the property of the nurse.~~ The County will reimburse up to \$50.00 per course for books and other required course materials (excluding laptops and other electronic devices) under conditions specified in the Tuition Reimbursement program. Reimbursement for books will only be made for community college, undergraduate level or graduate level courses.

Section 44. Retirement Plans

44.4 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 twenty-five percent (25%) of the cost of the Retirement COLA excluding those who began payment of fifty percent (50%) as described above.~~

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

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~~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 46. Deferred Compensation Plan - Automatic Enrollment for New Employees

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

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

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

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

Section 47. SMMC Clinical Quality Value Analysis Committee

47.1 Clinical Quality Value Analysis Committee

- A. The Clinical Quality Value Analysis Committee (hereinafter "the Committee") will provide a systematic process for the introduction, evaluation, assessment, and acquisition of products, equipment, and clinical technology that is reviewed by members of the Hospital and Clinics. The Committee will evaluate all medical/surgical products and equipment that impacts Central Supply, including all catalogued products used by more than one modality or clinic.

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- B. The Committee's objective is to seek opportunities to standardize product lines that are cost effective, clinically efficacious, and provide the highest quality care and safety to patients and caregivers.
- C. The Union may appoint up to two (2) representatives from the bargaining unit to serve on the Committee. Each representative shall be appointed for a term of one (1) year, subject to renewal. Other members of the Committee shall be appointed by Nursing Administration and Materials Management.

47.2 Meetings and Minutes:

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

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

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

Flexible Schedule:

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

12-hour Shifts:

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

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

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

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

**Appendix 1: San Mateo County Registered Nurse Work Locations as of August 2014
October 2017**

Belmont

400 Harbor Blvd Bldg B

Foster Care CPS – PHN Programs ~~Nursing Services~~-1 Davis Drive
Children & Family Services 1 Davis Drive

Daly City

Daly City Clinic 380 90th St

Daly City Youth Health 2780 Junipero Serra Blvd

North County BHRS & Total Wellness 375 89th St

East Palo Alto

BHRS Services 2415 University Ave 3rd Floor

Foster Care CPS – PHN Programs – 2415 University Ave, 3rd Floor

Home Visiting Case Management – 2415 University Ave, 3rd Floor

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Prenatal Advantage/Black Infant Health 2415 University Ave 2nd Floor
Prenatal to Three and Children & Family Services 2415 University Ave 3rd Floor

Half Moon Bay

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

La Honda

Camp Glenwood 400 Log Cabin Ranch Road

Pescadero

Puente de la Costa Sur Resource Center

Redwood City

[Foster Care CPS – PHN Programs 2500 Middlefield Rd](#)

[Maguire Correctional Facility Correctional Health 300 Bradford St](#)

[Maple Street Correctional Center 1300 Maple St](#)

Fair Oaks Health Center 2710 Middlefield Rd

Redwood City Services Center (HSA) 2500 Middlefield Rd

Sequoia Teen Wellness Center 200 James Ave

South County BHRS & Total Wellness 802 Brewster Ave

~~[Women's Correctional Center 1590 Maple St](#)~~

San Mateo

Aging and Adult Services 225 37th Ave

AIDS Program 225 37th Ave

BHRS OASIS 2000 Alameda de las Pulgas

[BHRS Total Wellness 1950 Alameda de las Pulgas](#)

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

Central County BHRS & Total Wellness 1950 Alameda de las Pulgas

~~[Child Health Services Unit 2000 Alameda de las Pulgas](#)~~

CD & TB Control Programs 225 37th Ave

Edison Clinic 222 W. 39th Ave

Field Nursing Services 2000 Alameda de las Pulgas

[FHS Nurse Family Partnership 2000 Alameda de las Pulgas](#)

[Foster Care CPS – PHN Programs 2000 Alameda de las Pulgas](#)

Youth Services Center 222 Paul Scannell Drive

Main Campus Clinics 222 W. 39th Ave

Mobile Health Clinic 225 37th Ave

Prenatal-to-Three 2000 Alameda de las Pulgas

BHRS Quality Management 1950 Alameda de las Pulgas

Receiving Home (HSA)

BHRS Resource Management (Mental Health) 2000 Alameda de las Pulgas

Ron Robinson Care Center 222 W. 39th Ave

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San Mateo Medical Center 222 W. 39th Ave
Nurse Family Partnership, 2000 Alameda de las Pulgas
Public Health Whole Person Care 225 37th Avenue

South San Francisco

Aging & Adult Services 801 Gateway Blvd

SSF Clinic 306 Spruce St

Children & Family Services 1487 Huntington Ave

Children's Health Initiative/California Children Services CCS Health Plan of San Mateo 701 801

Gateway Blvd

Foster Care CPS – PHN Programs – 1487 Huntington Avenue

Health Emergency Medical Services 801 Gateway Blvd

Prenatal-to-Three 801 Gateway Blvd

Letters of Understanding:

The parties agree to the following changes to the Letters of Understanding:

1. "Status of Lift Program Committee" Letter Dated January 23, 2009 - Eliminate
2. "Staffing/Nurse to Patient Ratios/Acuity" Letter Dated January 23, 2009 - Maintain with no changes
3. "Patient Lifting" Letter Dated January 14, 2009 - Eliminate
4. "Cross Training Opportunities" Letter Dated October 24, 2014 - Maintain with no changes
5. "Payroll System sideletter" Dated October 24, 2014 - Eliminate
6. Labor/Management Committees Letter Dated October 17, 2014 - Update as follows:

[INSERT DATE]

Fabiana Ochoa, Labor Representative
California Nurses' Association
155 W. Grand, 2nd Floor
Oakland, CA 94612

Subject: Labor/Management Committees

Dear Ms. Ochoa,

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

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

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

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

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

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

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Sincerely,

Louise Rogers
Health System Chief

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

7. Nurse Practitioner Exempt Status Letter - Eliminate (language incorporated in MOU per this agreement)
8. Section 20.1 Holidays Letter - Eliminate (language incorporated in MOU per this agreement)
9. SART Nurses - Update as follows:

[INSERT DATE]

Fabiana Ochoa, Labor Representative
California Nurses' Association
155 W. Grand, 2nd Floor
Oakland, CA 94612

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

Dear Ms. Ochoa,

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

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County Nurses and Nurse Practitioners as SART Nurses, and the desire of ~~the~~ union CNA and said Nurses to have CNA representation for that work.

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

1. The parties agree the SART work, its structure, funding and compensation ~~is~~ are unique.
2. The Parties agree and recognize that CNA has provided a document with signatures from the majority of the SART Nurses who also are regular, CNA represented, County Nurses and Nurse Practitioners indicating that they wish to be represented in their work as SART Nurses by CNA for purposes of collective bargaining.
3. The Parties further recognize that they are mutually agreeing to by-pass the formal requirements and processes of the County's Employer-Employee Relations Policy in this matter. The Parties agree this is a one-time non-precedential agreement to by-pass those requirements and processes.
- ~~3.4.~~ The Parties agree this side letter and its terms and conditions do not apply to Extra Help personnel acting as SART Nurses who are not also regular County Nurses and Nurse Practitioners.
- ~~4.5.~~ The parties agree that with respect to the document provided by CNA to the County indicating the SART Nurses desire to be represented by CNA, that to the extent any of the signatures on that document are Extra Help and not regular County Nurses or Nurse Practitioners, such signatures may be ignored rather than requiring CNA to submit another document without said inapplicable signatures.
6. The Parties agree the SART work will be a voluntary ancillary assignment to the Nurses and Nurse Practitioners' classified positions with the County. The parties agree the San Mateo County Civil Service Rules will not apply to these voluntary ancillary assignments. Nurses and Nurse Practitioners may be selected for and terminated from these voluntary ancillary assignments without the need to follow Civil Service processes.
7. Nurses and Nurse Practitioners have the right to the Reconsideration Process described in this section. In the event it is determined that the services of Nurse or Nurse Practitioner who has worked as a SART Nurse for at least twelve (12) months (with less than thirty (30) calendar days' leave(s) of absence) will no longer be utilized due to concerns about his/her performance and/or conduct, written notice shall be provided to him or her at least nine (9) calendar days prior to the effective date of separation. This written notice shall include the reason for separation, and the right to union representation. Notice postmarked nine (9) calendar days before the effective date of separation to the Nurse or Nurse Practitioner's address of record shall be sufficient notice.

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

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

- ~~5.8.~~ The Parties agree the time spent by Nurse and Nurse Practitioner's doing SART work does not count in the calculation of overtime and may not be combined with their work in their regular positions for purposes of overtime calculations.
- ~~6.9.~~ The Parties agree the compensation received by the SART Nurses is not pensionable compensation.
- ~~1.10.~~ The Parties agree the time spent performing SART work does not count in the calculation of any benefit, including but not limited to, paid leave accrual, seniority accrual and/or service credit accrual.
- ~~2.11.~~ The Parties agree the same provisions of the Master Salary Resolution regarding compensation for SART Nurses will continue to be applicable to the regular CNA represented County Nurses and Nurse Practitioners that are the subject of this agreement. Those provisions are currently as follows:
- a. Effective the first full pay period following ratification and Board approval of this successor MOU, on call pay at the rate of \$15.00eighteen dollars (\$18) per hour for all hours in an on call status and \$20twenty three dollars (\$23) per hour for all hours in an on call status during a holiday.
 - b. When such employees are called to investigate an alleged sexual assault case, said employees shall receive a flat rate payment of three hundred

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fifty dollars (\$350.00) for all hours spent in relationship to the specific case.

- c. Employees shall not receive on call pay for time during which they are working on a specific case.
- d. Hours worked in a case review related to a subpoena, or to attend a meeting with the District Attorney in relation to a case, or to appear in court, or to attend mandatory meetings will be compensated at fifty five dollars (\$55) per hour.
- e. Additionally, as determined by and with the approval of the San Mateo Medical Center, participation in forensic nursing training and education would be compensated at \$55 per hour and not to exceed sixteen hours per year.


This side letter to the MOU between CNA and the County of San Mateo dated April 1, 2018 to December 31, 2021 ~~July 6, 2014 to September 23, 2017~~, shall become effective and operative upon the signature of authorized representatives from the County of San Mateo and CNA.

FOR THE COUNTY



Date: 3-20-18

FOR THE UNION



Date: 3/20/2018