

**MEMORANDUM  
OF  
UNDERSTANDING**

***Between***

***County of Monterey***

***And***

***Monterey County Registered Nurses' Association***

***January 1, 2014 through December 31, 2015***

## TABLE OF CONTENTS

Section 1 PARTIES.....	1
Section 2 TERM.....	1
Section 3 RECOGNITION .....	1
Section 4 NON-DISCRIMINATION .....	1
Section 5 MCRNA RIGHTS.....	2
Section 6 SAFETY .....	6
Section 7 MANAGEMENT RIGHTS .....	7
Section 8 WAGES .....	8
Section 9 CALL-OFF.....	8
Section 10 OVERTIME.....	9
Section 11 PAY CHECK ERRORS.....	11
Section 12 Y-RATE PROCEDURE.....	11
Section 13 MILEAGE.....	12
Section 14 TRAVEL TIME .....	12
Section 15 MEAL BREAKS FOR NON-EXEMPT EMPLOYEES.....	12
Section 16 SPECIAL PAY PRACTICES.....	12
Section 17 NO PYRAMIDING .....	21
Section 18 INSURANCE AND RETIREMENT BENEFITS.....	21
Section 19 DEFERRED COMPENSATION.....	26
Section 20 NMC - HOURS OF WORK, SCHEDULING .....	26
Section 21 HOLIDAYS.....	27
Section 22 SICK LEAVE BONUS – NATIVIDAD MEDICAL CENTER .....	29
Section 23 PAID TIME OFF, NATIVIDAD MEDICAL CENTER.....	29
Section 24 ANNUAL LEAVE, HEALTH DEPARTMENT.....	32
Section 25 INVOLUNTARY LEAVE WITH PAY .....	33
Section 26 JURY DUTY .....	34
Section 27 WORKING OUT OF CLASSIFICATION.....	34
Section 28 PERSONAL PROPERTY REIMBURSEMENT .....	34
Section 29 GRIEVANCE PROCEDURE .....	35
Section 30 ARBITRATION.....	39
Section 31 LAYOFF PROCEDURE.....	40
Section 32 DISCIPLINE.....	43

Section 33 PERSONNEL RECORDS.....	47
Section 34 TRANSFERS AND REASSIGNMENTS.....	47
Section 35 CLASSIFICATION STUDY REQUESTS .....	48
Section 36 PROFESSIONAL COMMITTEE.....	49
Section 37 EDUCATIONAL LEAVE .....	49
Section 38 NATIVIDAD MEDICAL CENTER R.N. CERTIFICATION LEAVE.....	50
Section 39 EDUCATIONAL ASSISTANCE .....	50
Section 40 COMPENSATED VOLUNTARY TRAINING PROGRAM.....	50
Section 41 CONTRACTING OUT .....	50
Section 42 PROBATIONARY PERIOD.....	51
Section 43 PERFORMANCE EVALUATIONS .....	51
Section 44 LONGEVITY PREMIUM PAY .....	52
Section 45 "SCRUBS" UNIFORMS.....	52
Section 46 NURSES DEVELOPMENT CERTIFICATION STIPEND .....	52
Section 47 REQUIRED NOTICE.....	53
Section 48 CONCERTED ACTIVITIES .....	53
Section 49 EMERGENCY AUTHORITY .....	54
Section 50 SEPARABILITY .....	54
Section 51 NMC NURSE/PATIENT STAFFING RATIOS .....	54
Section 52 FULL UNDERSTANDING MODIFICATION, WAIVER.....	54

## **SECTION 1 PARTIES**

This Agreement is made and entered into between the County of Monterey (herein called the "County"), and the Monterey County Registered Nurses' Association and/or its designee (herein called "MCRNA") and pursuant to Government Code Section 3500 et seq.

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by the act of providing the appropriate legislation shall not become effective until the effective date of such action.

## **SECTION 2 TERM**

The term of this Memorandum of Understanding is from January 1, 2014 to December 31, 2015 when said Memorandum shall expire.

## **SECTION 3 RECOGNITION**

The County recognizes MCRNA as the sole and exclusive bargaining agent for all permanent and active employees in the bargaining unit.

For the purpose of this Memorandum of Understanding, the Bargaining Unit shall be defined as active employees occupying the following classifications:

- Admitting Nurse Specialist
- Case Management Nurse
- Clinic Nurse
- Clinical Nurse Specialist
- Hospital Nurse Auditor
- Hospital Quality Assurance Nurse
- Infection Control Nurse
- Nurse Anesthetist
- Nurse Practitioner I - II - III
- Public Health Nurse I - II - III
- Senior Clinic Nurse
- Staff Nurse I - II - III

## **SECTION 4 NON-DISCRIMINATION**

The provisions of this Memorandum of Understanding shall be applied equally to all covered employees without discrimination because of race, color, religion, national origin, ancestry, marital status, sex, gender, age (over 40), physical or mental disability, medical condition, genetic information, sexual orientation, gender identity, or MCRNA membership.

Employees may elect to exercise their right to join and participate in the activities of MCRNA for the purposes of representation in all matters of their working conditions and employer-

employee relations. The parties agree that there shall be no restraint, coercion, or interference with any employee with respect to or because of the employee's membership in MCRNA.

MCRNA and the County agree to support the Equal Opportunity Program established by the County and that there shall be no discrimination within their respective organizations because of race, color, religion, national origin, ancestry, marital status, sex, gender, age (over 40), physical or mental disability, medical condition, genetic information, sexual orientation, gender identity, or MCRNA membership. Any party alleging a violation of their rights under this section may file a grievance under Section 31 or a complaint under the County procedure for processing an Employment Discrimination Complaint and shall have the burden of proving the existence of a discriminatory act or acts and of proving that, but for such act or acts, the alleged injury or damage to the grievant would not have occurred.

## **SECTION 5 MCRNA RIGHTS**

### **5.1 Representation**

MCRNA has the right to represent employees in the representation unit as specified by state law and pursuant to the County Employer-Employee Relations Resolution. MCRNA will notify the County and maintain such notice during the term of this Agreement of its elected officers and directors as well as its staff employees.

MCRNA shall be given reasonable release time for five (5) bargaining unit members to meet and confer with the County. MCRNA will not select more than one representative from a particular unit or hospital department for any one meet and confer session (the NMC Emergency Room and Specialty Clinics are not to be considered one nursing unit for purposes of this Section).

MCRNA shall have the right to reasonable release time for bargaining unit members to make special presentations of limited duration during the meet and confer process.

### **5.2 MCRNA Official Representatives**

MCRNA Representatives who are County employees may utilize time during normal working hours for meeting and consulting with authorized representatives of the County subject to advanced scheduling. Advanced scheduling means at least forty-eight (48) hours (Monday – Friday) notice from MCRNA, except in special circumstances or when the meeting is requested by management.

The employee's supervisor shall have the discretion to grant reasonable release time to MCRNA Board members to attend MCRNA official meetings.

### **5.3 MCRNA Orientation**

The County shall provide notice to MCRNA's President and allow MCRNA representatives ten (10) minutes of the agenda during department scheduled new employee orientation programs to provide information regarding the benefits and obligations of MCRNA membership. Current employees transferring into a position represented by this MCRNA shall be authorized to attend this portion of the New Employee Orientation. The MCRNA Representative shall not make any comments that malign the County, its employees or officials.

## **5.4 MCRNA Access**

Authorized MCRNA staff representatives shall have reasonable access to work locations in which covered employees are employed for the purpose of transmitting information for representation purposes. Authorized MCRNA staff representatives desiring access shall first request permission from the appropriate management representative, at which time the authorized representative shall inform the management representative of the purpose of the visit. The management representative may deny access to the work location if in his or her judgment it is deemed that a visit at that time will interfere with the operations of the department or facility in which event the management representative will offer an alternative time and/or location for the visit. In cases where management denies access to a critical patient care area and the issue which gives rise to the request for access is one of employee health or safety, then the department shall provide controlled or escorted access.

MCRNA shall give to each department head, having employees in the unit, and the Human Resources Director or his/her designee, a written list of the names of all authorized MCRNA staff representatives, which list shall be kept current by MCRNA and sent to the Human Resources Director. Access to work locations shall only be granted to MCRNA staff representatives on the current list.

### **A. Accommodation of Scheduling Requests**

Supervisors will consider the requests of Unit employees before making scheduled work assignments. Where operationally possible, the requests of Unit employees will be accommodated. Overall needs of the unit, requirements of the job, and ability to perform the job will also be considered.

Hospital management will communicate successful methods of accommodating scheduling requests.

### **B. Operational MCRNA Access Procedures for NMC**

MCRNA Representatives will place a call to department heads for interviews and contact with MCRNA members. Upon entry to any County facility, the Representative would contact Human Resources person or their designee by regular phone or in-house phone, to report their presence, with a follow-up call or drop-in upon exiting. For the delivery of materials (i.e. ballots, informational flyers, etc.) that do not require more than cursory contact with members, the Representative will call the Human Resources Department upon entry to or exit from the facility.

Sections A and B are not subject to the grievance procedures.

## **5.5 Bulletin Boards**

On all current bulletin boards, an area will be designated for MCRNA. Management will not place notices, documents, etc. on MCRNA designated area of the boards. Such bulletin board space shall be used only for the following subjects:

- MCRNA recreational, social, and related news bulletins;
- Scheduled MCRNA meetings;
- Information concerning MCRNA elections or the results thereof;
- Reports of official business of MCRNA including reports of committees or the Board of Directors;

- Copies of communications or correspondence to the County or one of its representatives; and

All material shall clearly state that it is prepared and authorized by MCRNA

MCRNA agrees that notices posted on County bulletin boards shall not contain anything that may reasonably be construed as maligning the County or its representatives.

## **5.6 Dues Deduction**

A. The County agrees to deduct dues of \$60.00 as a single deduction for bargaining unit employees and shall provide a second deduction slot for such other deductions as approved by MCRNA Board of Directors and authorized in writing by the individual employees on forms currently accepted by the Auditor-Controller for such deductions.

B. For Employees in the unit who authorize MCRNA dues deduction, the County shall automatically continue such dues deduction.

C. The County agrees to provide MCRNA the name, department, job class, and deduction status of all unit employees on a monthly basis.

## **5.7 Service Fee**

### **A. Deductions**

All employees in the unit who have not authorized an MCRNA dues deduction shall within the thirty (30) day period following notification of their obligation under this agreement execute an authorization for the payroll deduction of one of the following: 1) MCRNA dues; 2) a service fee equal to the percentage of the regular dues that is used for legally permissible representation costs; or 3) if he/she qualifies, a charity fee equal to the service fee to a tax-exempt charitable organization that has been agreed to.

To qualify for the designated charity fee deduction, an employee must certify to MCRNA that he/she is a member of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting public employee organizations.

Such exempt unit employees will be required to submit to MCRNA a notarized letter certifying that person's membership in such a religion, body or sect, signed by an official of the bona fide religion, body or sect.

If an employee fails to authorize one of the above deductions within the thirty (30) day authorization period, the County shall notify the employee in writing of his/her contractual obligation to authorize one of the payroll deductions.

If an employee fails to authorize one of the deductions, MCRNA may seek enforcement through the courts.

### **B. Service Fee as Condition of Employment**

All employees hired into the unit who fail to authorize a MCRNA dues deduction or service fee deduction must, as a condition of their continued employment, authorize a service fee deduction within thirty (30) days following the beginning of their employment. The employee may avail him/herself of the options set forth in A above. If an employee fails to meet this obligation MCRNA will make a written request to the County to take the necessary steps to separate that employee from County service. The County will inform MCRNA of all new hires.

MCRNA agrees to defend, indemnify and hold harmless the County and its officers, employees and agents against all claims, proceedings and liability arising, directly or indirectly, out of any actions taken or not taken by or on behalf of the County under this Section. It is mutually understood by the parties that the County shall retain the right to select its own attorneys and to consult with same in the event the parties jointly declare or a court determines that a conflict of interest exists with respect to representation of the County by MCRNA's attorneys.

**C. Forfeiture of Deductions**

If the balance of an employee's wages, after all other involuntary and insurance premium deductions are made in any one pay period, is not sufficient to pay deductions required by this Section, no such deduction shall be made for that period.

**D. Financial Documentation**

MCRNA has presented a demonstration that the legally permissible costs that may be charged as a service fee to a nonmember equals somewhat more than eighty-five (85%) of dues.

The County has not challenged that demonstration and agrees to deduct a service fee equal to eighty-five (85%) of dues.

**E. Petition, Election and Challenge**

1. If a petition is filed with the County which requests an election rescinding agency shop and such petition contains signatures collected within a forty-five (45) day period, of at least thirty percent (30%) of the employees in the bargaining unit, an election will be held. Such election may be held only once during the term of this Agreement. The verification of the petition and the election shall be conducted by State Mediation and Conciliation Service. Voting shall be by secret ballot, and a majority vote of all employees in the bargaining unit shall be required to rescind agency shop.

2. A unit employee who is subject to the payment of a representation service fee hereunder has certain legal rights to object to that part of the fee payable by him or her which represents the employee's additional pro rata share of expenditures by MCRNA that is utilized for expenditures not incurred for the purpose of performing the duties incident to effective representation in employer-employee relations. An employee wishing to exercise these rights must contact the MCRNA office at MCRNA, UPS Store 4642, Mailbox 330, 1522 Constitution Boulevard, Salinas, CA 93905.

3. MCRNA agrees that it will comply with legally required procedures for administering the collection and disbursement of representation service fees.

**F. Hold Harmless**

MCRNA agrees to indemnify and defend the County and its officers, employees and agents against all claims, proceedings and liability arising, directly or indirectly, out of any actions taken or not taken by or on behalf of the County under this Section.

**G. Enforcement/Severability**

In the event that the service fee provisions of Section 5 are declared by a court of competent jurisdiction to be illegal or unenforceable, the parties agree to reopen this Section of this agreement for the purposes of implementing modified Agency Shop provisions.

**5.8 Use of County Mail System**



MCRNA may use the County communication system (i.e. mail, email, etc.) for the following limited purposes:

- To send communications to the Administrative Office, Department Heads or other management personnel.
- To send communications to the Officers of the Association.
- To send communications to the members notifying them of Association meetings.
- To send communications to the members regarding updates of statewide issues which may have impacts on their work such as: legislative changes, upcoming legislation, programmatic materials, research documents or articles addressing innovative changes in the field, state budget updates. NOTE: Any communication deemed by the county to be political in nature is prohibited by state law and the government code. (California Constitution Article 16, Section 6 and California Government Code 8314.)

The following restrictions apply to use of the County Email system for Association Business:

- No broadcasting of messages.
- No confidential or individual-specific information may be communicated, such as information regarding a disciplinary action, etc.
- Messages may not malign the County, its employees or officials.
- Messages may not be used to coordinate job actions.

Violation of the County's Email Policy could result in the permanent revocation of this privilege.

## **SECTION 6 SAFETY**

### **6.1 Rules and Regulations**

The County recognizes its obligation and is committed to providing a safe place of employment for its employees. To assist in accomplishing this goal, it is agreed that the County reserves the right to adopt reasonable departmental rules and regulations, which become effective when posted.

MCRNA agrees that it is the duty of all employees to comply with all reasonable rules and regulations and to be alert to all unsafe places, equipment and conditions and to report any such unsafe practices or conditions to their immediate supervisor.

### **6.2 Countywide Health and Safety Committee**

The County and MCRNA shall participate in a countywide Health and Safety Committee which may meet on a bimonthly basis to review County safety records, policies and programs, and make recommendations for the resolution of health and safety issues brought before it by either the County or MCRNA. Each party shall furnish the other the agenda items they wish to discuss one (1) week prior to any scheduled meeting. Notice of all meetings shall be given to the MCRNA President in a timely manner.

### **6.3 Hospital Environment of Care Committee**

The Hospital Environment of Care Committee shall consist of employee and management

representatives. Unit S employees will comprise one-half of the composition of the employee-side of the Committee. The committee shall meet on a quarterly basis or more frequently as needed, or as requested by a majority of the committee. Seven (7) workdays prior to any meeting committee members will inform a management representative (to be designated) of those topics they wish to discuss at the upcoming meeting. Notice of all meetings shall be given to Unit S's representatives on the Committee in a timely manner.

The Hospital Environment of Care Committee will assist in developing guidelines for infectious disease control.

#### **6.4 Vaccinations**

The County will provide pre-exposure Hepatitis B and Influenza vaccinations to all Nurses at County cost. Such vaccinations and any follow-up testing shall be administered at either NMC for NMC employees and at a County of Monterey Health Services clinic for Health Department employees at County cost. Any Nurse electing to be vaccinated outside of their assigned County department shall bear the full cost of the vaccination and provide proper documentation of vaccination to County.

#### **6.5 Not Subject to Grievance**

Section 7 is not subject to the grievance procedure set forth in this MOU.

### **SECTION 7 MANAGEMENT RIGHTS**

The County will continue to have, whether exercised or not, all the rights, powers and authority heretofore existing, including, but not limited to the following: Determine the standards of services to be offered by the constituent departments; determine the standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; issue and enforce rules and regulations; maintain the efficiency of governmental operations; determine the methods, means and personnel by which the County operations are to be conducted; determine job classifications of County employees; exercise complete control and discretion over its work and fulfill all of its legal responsibilities. All the rights, responsibilities and prerogatives that are inherent in the County by virtue of all federal, state, and local laws and regulations provisions cannot be subject to any grievance or arbitration proceeding.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board of Supervisors, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the United States and the Constitution and Laws of the State of California.

The exercise by the County through its Board and management representatives of its rights hereunder shall not in any way, directly or indirectly, be subject to the grievance procedure set forth herein.

## SECTION 8 WAGES

### Wage Adjustments

The County will provide a wage increase to the base salary schedule to all classifications in the Monterey County Registered Nurses Association (Unit S) as follows:

- 2014:** Contingent upon all classic employees actually and permanently contributing an additional 3.5% towards the employee's PERS contribution, (for a total of 7% retirement contribution), there shall be a permanent 3.5% base salary increase for all classifications covered by the Unit S MOU, effective on the first full pay period following Board of Supervisors approval of this MOU.
- 2.1% across the board wage adjustment effective the first full pay period in January, 2014.
- 2.1% across the board wage adjustment effective the first full pay period in July, 2014.
- 2015:** 2.1% across the board wage adjustment effective the first full pay period in January, 2015.
- Twenty four (24) hours of education leave will be eliminated, and the monetary equivalent of 1.15% (percentage) will be rolled into base salary effective the first full pay period in January, 2015.
- 2.1% across the board wage adjustment effective the first full pay period in July, 2015.

## SECTION 9 CALL-OFF

Natividad Medical Center employees may be called off their regularly scheduled shifts for lack of work.

A. The order of call off shall be as follows:

1. Anyone who wishes to volunteer for call off will be considered
2. Agency/Registry Temporaries
3. County temporaries (per-diems)
4. County permanent employees on overtime
5. County permanent part-time (the employer will make an attempt to rotate the call-off of employees from this category on the shift to mitigate the impact of the call-off on any single employee).
6. County full-time (0.9 FTE or above) (the employer will make an attempt to rotate the call-off of employees from this category on the shift to mitigate the impact of the call-off on any single employee).

B. Natividad Medical Center will attempt to contact the employee at his/her contact phone number at least one and one half hours prior to his/her scheduled shift. Once the attempt to contact the employee is made NMC will not be required to pay the employee show up time. The employer shall maintain a log of each attempt to contact the employee. The employee shall be responsible for insuring that NMC is utilizing a valid, current contact number.

C. Once an employee is called off duty, the employee is not obligated to make him/herself available for work unless the employee agrees to be placed on standby, at the standby rate. Should the employee be called back, the employee will receive straight time for the remainder of their regularly scheduled shift.

D. The employee shall be entitled to two (2) hours show-up pay when an employee is called off duty within twenty (20) minutes after reporting to work for their regular scheduled shift.

E. An employee may be called off for any period of time, up to the employee's entire shift.

In the event an employee is called off for less than the entire shift, the employee must work a minimum of 4 hours.

An employee may only be called off one time per shift. In the event an employee is called off for less than an entire shift, whatever hours are scheduled are guaranteed to the employee for that shift.

F. The employee may use any Paid Time Off (i.e., PTO-vacation) or compensatory time that is available in the employee's PTO-vacation or compensatory time bank prior to the day they are called off. For purposes of this section, Paid Time Off (i.e., PTO-sick) will not be used to compensate the employee for call-off time. PTO hours used for a call-off day or partial call-off day will not be counted toward the work week.

G. In the case of advance notification (as provided for in B above), an employee may not be called off for more than forty (40) hours in any two consecutive pay periods, during which time the employee's insurance benefits will continue.

H. Employees may be offered the opportunity, on a voluntary basis, to float to other departments within the hospital depending upon hospital needs and employee skills.

## **SECTION 10 OVERTIME**

If in the judgment of an Appointing Authority, extra hours are required to be worked by an employee for the accomplishment of County business, the Appointing Authority may authorize and require the performance of said extra hours.

The following sections apply to job classes designated as exempt from the overtime provisions of the Fair Labor Standards Act (FLSA). Those classes both eligible for overtime under the FLSA overtime provisions and covered by these MOU overtime provisions shall be paid according to the provision that provides the highest level of compensation.

Overtime for employees of Natividad Medical Center shall be defined as time actually worked in excess of eight (8) hours in a day and/or eighty (80) hours in a biweekly pay period. For employees of Natividad Medical Center on alternative workweek schedules, overtime shall be

defined as time actually worked in excess of (ten) 10 or (twelve) 12 hours in a day and/or forty (40) hours in a work week.

Overtime for employees of the Health Department shall be defined as time actually worked in excess of forty (40) hours in a work week.

Regular rate of pay shall be the rate of pay calculated as provided for by the Fair Labor Standards Act. Hours and the corresponding dollar values of: Paid Time Off (i.e., PTO-vacation), County holidays, Annual Leave (i.e., Annual Leave-vacation in the Health Department) and compensatory time shall be counted as hours worked for purposes of determining overtime. Paid Time Off (i.e., PTO-sick, PTO-Call-Off and PTO-Bereavement at NMC) shall not be counted as hours worked for purposes of determining overtime. Annual Leave used for sick shall not be counted as hours worked for purposes of determining overtime,

#### A. Exempt/Non-Exempt

All County job classes in this representation unit shall be designated as either 1) overtime eligible or 2) overtime exempt. Each of the above categories shall be assigned a special code, which shall appear beside each class as listed in the County salary resolution. County overtime designations are separate from overtime designations made in compliance with the Fair Labor Standards Act.

#### B. Overtime Compensation

Except as otherwise provided herein, employees in FLSA overtime eligible classes shall be compensated for overtime authorized by their Appointing Authority by either:

1. Compensatory time off at the rate of one and one-half (1 ½) hours credit for each hour of overtime or,
2. In cash at the rate of one and one-half (1 ½) times the employee's regular rate of pay.
  - Employees in overtime eligible classes shall be compensated for work in excess of twelve (12) consecutive hours as authorized by their Appointing Authority by cash payment at the rate of two (2) times the employee's base rate of pay.
  - The Appointing Authority shall determine the method of compensation after consulting the affected employee.

Credit for compensatory time off shall be reported on payroll sheets submitted to the Auditor-Controller each pay period, and a balance shall be kept on the employee's check stub. The Appoint Authority shall administer the use of compensatory time off.

An employee shall not be allowed to accumulate more than one hundred and sixty (160) hours of compensatory time off above which maximum all overtime compensation shall be paid in cash.

C. Employees in overtime exempt classes shall not receive compensation for hours worked beyond forty (40) hours in a work week or eighty (80) hours in a pay period except as may otherwise be authorized by the Board, but may be authorized administrative leave by their Appointing Authority or his/her designee in the event that County operations result in extraordinary work assignments for such employees. Such administrative leave shall not exceed two (2) working days in any pay period. The County Administrative Officer may

approve additional administrative leave with pay, upon written request from an employee's Appointing Authority showing special circumstances warranting such leave. Such approval shall be given in writing.

Notwithstanding the above, employees in the class of Public Health Nurse or Senior Public Health Nurse shall be eligible to earn and accrue up to twenty-four (24) hours of compensatory time off at a straight time, hour for hour rate. Public Health Nurse and Senior Public Health Nurse compensatory time-off accrual records shall be maintained by the Health Department. Hours will be banked only if management cannot adjust an employee's work schedule within a given pay period. Employees shall not be paid for unused banked time.

The provisions of this item shall be administered by the Appointing Authority, but shall in no way establish any right to any type of overtime compensation for overtime exempt employees, regardless of whatever records are kept by the Appointing Authority.

D. Special overtime provisions for Natividad Medical Center and the Health Department.

All professional employees exempt from the Fair Labor Standards Act provisions may upon their own initiative volunteer for shifts additional to their regularly assigned shift schedule. Such voluntary shifts shall not exceed sixteen (16) hours per pay period and shall be paid at straight time. The County shall, upon written request, provide MCRNA with the number of hours worked by each employee under this subsection.

E. Public Health Nurses exempt from Fair Labor Standards Act may, with Health Department approval of outside employment, work in off hours in the position of Staff Nurse at Natividad Medical Center. As Natividad Medical Center employees they will not be eligible for duplicate insurance benefits. Hours worked as a Public Health Nurse shall not be used in calculation of any special pay or overtime earned at Natividad Medical Center.

#### **SECTION 11 PAY CHECK ERRORS**

In the event one or more overpayment error(s) occur which result in a net overpayment of more than fifty dollars (\$50), the employee will be allowed to repay the overpayment in the same amount and manner as the overpayment occurred or according to a mutually agreed payment plan. The employee will be notified prior to the start of the repayment deduction(s) except that an employee who is separating from county employment shall have all monies due the County withheld from his/her final paycheck.

#### **SECTION 12 Y-RATE PROCEDURE**

"Y-rating" is a procedure whereby an employee who is reclassified to a class having a lower salary range than his/her current class may retain his/her current salary after the reclassification to the lower class. The employee's salary at the time of the Y-rate shall not increase until such time as the maximum salary of the class to which the employee was reclassified exceeds the employee's salary.

When an employee's current rate of pay falls between the step authorized for the lower paid

class, he or she shall continue to receive the current rate of pay until such time as an authorized increase in pay or step increase can be granted which places the employee at a step in the range without increasing his/her salary by an amount more than that normally provided by the salary increase or step advancement.

The salary on Y-rate shall be only the rate of pay in effect for the employee's class and step on the day prior to the effective date of the Y-rate action, as approved by the Board of Supervisors. Bilingual, float and charge pay differentials shall not be added to the Y-rate.

The CAO shall have the sole authority to approve or deny a Y-rate for an employee who is reclassified to a lower class.

A permanent employee with over one (1) year of continuous service and who is not on probation in a class at the time of his/her reclassification to a lower class who is denied the application of a Y-rate by the CAO or his/her designee may appeal such denial to a joint committee consisting of a designee of the CAO or his/her designee, a representative chosen by MCRNA and a third party chosen by the first two appointees. All other employees not Y-rated shall have no appeal. Y rating is not subject to the grievance procedure.

#### **SECTION 13 MILEAGE**

See Monterey County Travel Policy for policy on mileage. . A unit employee who is required to operate his or her own or a privately-owned automobile for the performance of official duties, shall be reimbursed the sum equal to the maximum Internal Revenue Service rate of reimbursement for each mile necessarily traveled each month.

#### **SECTION 14 TRAVEL TIME**

The County agrees to observe all requirements of the Fair Labor Standards Act (i.e., 29 C.F.R. sections 785.27 *et. seq*) regarding the compensability of travel time as work time.

#### **SECTION 15 MEAL BREAKS FOR NON-EXEMPT EMPLOYEES**

If a non-exempt employee is precluded from receiving any meal break, then such hours shall be compensated as regular hours, which shall be considered as hours worked for the purpose of determining overtime.

#### **SECTION 16 SPECIAL PAY PRACTICES**

##### **16.1 Differentials - NMC**

An evening shift differential of one dollar and fifty cents (\$1.50) per hour shall be paid to all represented employees who, as part of their regular shift, work at least four (4) hours between 2:45 p.m. and 12:45 a.m., and whose shift starts after 12:31 p.m. Employees who work a consecutive 12-

hour shift starting at 10:45 a.m. shall be paid an evening shift differential of one dollar and fifty cents (\$1.50) for the hours worked after 2:45 p.m.

A night shift differential of three dollars (\$3.00) per hour shall be paid to employees who, as a part of their regular night shift, work at least four (4) hours between 10:45 p.m. and 6:45 a.m.

## 16.2 Standby - NMC

NMC may place employees on standby duty. Standby duty refers to a situation where an off duty employee holds him/herself available for immediate response as directed by management. No employee shall be paid for standby duty time and other compensable duty time simultaneously.

Any worker who is directed by management to return to her/his work assignment after physical departure from the worksite shall, upon returning to the worksite, receive a minimum of two (2) hours at one and one-half (1 ½) base hourly rate of pay. However, call backs within that same two (2) hour window will be counted as the same two (2) hour minimum. Any hours worked in excess of the two (2) hour minimum will be recorded as hours worked and paid at one and one-half (1 ½) base hourly rate of pay. Employees at Natividad Medical Center must clock-in and clock-out upon arrival and departure when returning from/to standby.

Any worker called by telephone to respond to an inquiry by management and not directed to physically return to the worksite shall receive a minimum of one (1) hour at one and one-half (1 ½) base hourly rate of pay. However, inquiry calls within that same one (1) hour window will be counted as the same one (1) hour minimum. Any inquiry calls in excess of the one (1) hour minimum will be recorded as hours worked and paid at one and one-half (1 ½) base hourly rate of pay. (At NMC, examples of an "inquiry call" in this case may include but not be limited to: response to a Meditech or CPOE clinical question.)

1. An employee who is required to hold him/herself available to report to assigned site within 30 minutes in the below listed classes shall be compensated for standby pay at the rate of twelve dollars (\$12) per hour.

Infection Control Nurse	Case Management Nurse
Hospital Quality Assurance Nurse	Hospital Nurse Auditor

2. An employee who is required to hold him/herself available to report to assigned site within 30 minutes in the below listed classes shall be compensated for standby pay at the rate of one-half (1/2) of their current base rate of pay.

Staff Nurse I/II/III assigned to the Operating Room	
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3. An employee who is required to hold him/herself available to report to assigned site within 30 minutes in the below listed classes shall be compensated for standby pay at the rate of \$20.00 per hour.

Staff Nurse I/II/III	
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It is expressly understood and agreed that management may exercise its right to float employees to any unit in lieu of call-off or standby. Employees placed on standby may likewise be required pursuant to Section 11.9 to float to any unit as required by workload needs. Such employees will receive the 5 percent (5%) float differential in accordance with Float Pay at Section 17.9.



While it is understood that the County has the sole authority to change the rules and procedures by which administered, no substantive changes in said rules and procedures will be implemented without notification and an opportunity to respond by MCRNA.

### **16.3 Ten Hour Break Rule for Surgical Services Employees at NMC**

Bargaining unit employees assigned to the Surgical Services Unit at Natividad Medical Center who are assigned to work a second shift without a ten (10) hour break between shifts shall be paid a premium rate equal to one and one-half (1 1/2) times their base rate of pay for hours worked in the second shift. For purposes of this policy, a shift is defined as a period of eight (8) or more hours.

The ten (10) hour break rule shall not apply to:

- A. Hours worked on call-back when an employee has been on standby duty under the provisions of subsection 11.2 above;
- B. Hours worked on an employee's regular shift in cases where the additional time worked prior to the regular shift was for three (3) hours or less;
- C. When the short turnaround is requested by the employee.

### **16.4 Unscheduled Shift Premium - NMC**

When an employee at Natividad Medical Center in the classes listed below is called in to work a previously unscheduled shift with less than eight (8) hours of notice, that employee shall be paid at a premium rate equal to one and one-half (1 1/2) times their base rate of pay.

Staff Nurse I/II/III
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### **16.5 Call-Back - NMC**

In those situations where an employee who is not on standby duty or otherwise being compensated and who, following the completion of his/her work day and departure from his/her place of employment, is unexpectedly called back and must report to a work site in response to a directive from management because of unanticipated work requirements, that employee shall be credited with a minimum of two (2) hours of work.

Once an employee has initially been called back to duty under call-back conditions, no additional call-back work credit shall be credited for any subsequent call-back which occurs within the initial call-back minimum period. Correspondingly, only one call back minimum will apply during any subsequent call-back period which occurs more than two (2) hours after the completion of any prior call-back period.

**Example:** An employee after leaving the place of employment is called back to work at 10:00 p.m., completes the call back assignment at 10:45 p.m., and then departs the place of employment.

**Question:** How much work time is credited to the employee?

**Answer:** Two (2) hours.

**Question:** If the above employee is called back again at 11:30 p.m., does he/she receive another two (2) hour call back minimum?

**Answer:** No.

*Question:* If the above employee is called back at 3:00 a.m., does he/she receive another call back minimum?

*Answer:* Yes.

*Question:* If the above employee is then called back at 4:15 a.m. after finishing the 3:00 a.m. call back, does he/she receive another call back minimum?

*Answer:* No.

### **16.6 Show Up Time - NMC**

Bargaining unit employees who report to work for their regularly scheduled shift may be released from work for lack of work. The employee shall be entitled to a minimum of (2) hours pay. The employee may be required to perform other duties for the duration of the two (2) hours at the discretion of management.

### **16.7 Bilingual Skill Pay**

Bilingual pay shall be paid to an employee occupying a designated bilingual position who has certification of proficiency in the required language as appropriate for the position starting with the first full pay period following certification.

An employee occupying a primary bilingual position shall be paid a bilingual pay differential of forty-five (\$45.00) per pay period.

An employee occupying a provisional bilingual position shall be paid a bilingual pay differential of twenty-five (\$25.00) per pay period.

### **16.8 Charge Pay - NMC**

A charge pay premium equal to five (5%) percent of the employee's base rate of pay shall be paid to those employees as authorized by Management of the hospital.

### **16.9 Floating - NMC**

A. Employees in the class of Staff Nurse who are regularly assigned to a specific unit shall be paid a float differential of five (5%) percent of his/her base rate of pay for each hour he/she is assigned to float outside of their assigned nursing cluster provided that such float exceeds a minimum of two (2) hours. Clusters for pay are defined as:

- Labor & Delivery (L&D), Maternal Infant Unit (MIU), Neonatal Intensive Care Unit (NICU), Nursery
- Medical Surgical Unit 2, Medical Surgical Unit 3, Acute Rehabilitation Unit (ARU), Pediatrics, Intensive Care Unit (ICU) )
- Intensive Care Unit (ICU), Emergency Room (ER)
- Operating Room, Outpatient Post Surgery Services (OPSS), PACU
- Mental Health, Acute Rehabilitation Unit (ARU)

Employees assigned to Operating Room, Outpatient Surgery and Post Anesthesia Care Unit (PACU) are closed units that do not float and are not eligible for float pay.

B. The RN's responsibility when floating to new patient care unit or assigned to a new patient population:

1. Nurses will only be assigned those duties and responsibilities for which competency has been validated within the last year, as prescribed by the NMC Professional Standards Committee. Acuity and patient safety should be considered when assigning patients.

2. An RN who has demonstrated competency for the patient care unit will be responsible for planning and implementing patient care, providing clinical supervision, and coordinating the care given by LVN's and/or Nursing Assistants and unlicensed nursing personnel.

3. RN's who have not completed the competency validation for the unit cannot be assigned total responsibility for patient care, including duties and responsibilities for planning and implementing patient care and providing clinical supervision and coordination of care given by LVN's and/or Nursing Assistants and unlicensed nursing personnel, until all standards for competencies for that unit have been met. The RN shall be required to accept a limited assignment of nursing care duties which utilizes his/her currently validated clinical competence.

- Employees required to float shall be cross-trained in the clusters listed below; however management or the employee may request that they be cross trained in other areas outside of their assigned cluster to provide maximum efficiency and high quality patient care during times of high census or low staffing. NMC shall make a reasonable effort to cross-train employees in all areas within their assigned cluster, and to rotate the float duty among permanent staff members, and to float per diem employees first if they are deemed competent in another area other than the unit in which they are assigned, considering patient care needs. NMC shall continue to make reasonable efforts to increase the staffing in the float pool.
- Clusters for training are defined as:
  - Labor & Delivery (L&D), Maternal Infant Unit (MIU), Neonatal Intensive Care Unit (NICU), Nursery
  - Medical Surgical Unit 2, Medical Surgical Unit 3, Acute Rehabilitation Unit (ARU), Pediatrics, Intensive Care Unit (ICU), Mental Health
  - Intensive Care Unit (ICU), Emergency Room (ER)
  - Operating Room, Outpatient Post Surgery Services (OPSS), PACU

C. It is the dual responsibility of the hospital and employee to pursue and obtain competency skills training and validation for core competencies by attending required skills training provided by the Hospital. HR will send reminders.

Employees will be scheduled one shift per quarter in all departments within their cluster for orientation. For those in the cluster that includes Mental Health, orientation to Mental Health Unit will only be required once per year. Mental Health employees are not required to be orientated to other departments.

D. Resource Nurse Program.

The intended purpose of this position is to help assist and relieve nurses throughout NMC excluding Mental Health, the OR (but including the L&D OR) and Outpatient Surgery departments.

When a unit is experiencing a short-term staffing shortage, the Resource Nurse is to be utilized until a regular nurse can be called in to work, if necessary. The Resource Nurse is not intended to be used to fill longer term needs due to illnesses, increased census or other reasons where a nurse should be called in. For instance, the position can be used, if a unit has a specific task that requires an extra nurse; needs relief for breaks or lunches; or is experiencing a shortage where the Resource Nurse can fill the void until Title 22 staffing levels are met.

The specifics of the Program are the following:

1. A period of up to one (1) month will be allowed to increase the competency of the selected nurses;
2. Competent for the purposes of this Program and position means ability to take a patient load in all units except Mental Health, the OR, and Outpatient Surgery.
3. The position will be paid a special assignment pay of 10% (not eligible for float or charge pay);
4. A qualified RN will possess a RN license, and BLS and ACLS certifications. The Resource Nurse must acquire the PALS and NRP certifications within ninety (90) days from selection;
5. The Program will be in place seven days per week;
6. The position will be a ten (10) hour shift and will require a ten (10)-hour overtime waiver and;
7. The position will not be subject to call-off.

#### **16.10 Educational Differential for Advanced Degrees**

##### **A. Natividad Medical Center**

All S unit members who had their degree and submitted to NMC Human Resources by July 1, 2013, shall continue to receive an educational differential equal to 2% of base salary for possession of a Bachelor's Degree in Nursing and an additional 2% of base salary for possession of a Master's Degree in Nursing or Public Health. Only degrees from accredited institutions will be recognized.

Employees hired on or after July 1, 2013 are not eligible for educational differential pay.

##### **B. Health Department**

Employees in the classifications of Clinic Nurse and Senior Clinic Nurse who had their Bachelor's Degree in Nursing and submitted to Health Department Human Resources by July 1, 2013 shall continue to receive an educational differential equal to 2% of base salary for possession of a Bachelor's Degree in Nursing. Only Bachelor's Degrees in Nursing from accredited institutions will be recognized.

Clinic Nurses and Senior Clinic Nurses hired on or after July 1, 2013 are not eligible for educational differential pay for Bachelor's Degrees in Nursing. All Public Health Nurse Classifications who possess a Master's Degree in Nursing or Public Health and submitted to Health Department Human Resources shall receive an educational differential equal to 2% of

base salary. Only Master's Degrees in Nursing or Public Health from accredited institutions will be recognized.

### **16.11 Employee Incentive Program**

Employees shall be eligible for the Employee Referral Bonus Program as provided in the Personnel Policies and Practices Resolution #98-394 (A.49.2.a.). See attachment for administrative procedures.

### **16.12 Temporary Special Assignment Pay**

Employees shall be eligible for Temporary Special Assignment Pay as provided in the Personnel Policies Practice & Resolution #98-394 (A. 9.14). See attachment for administrative procedures.

### **16.13 Certification Pay – Natividad Medical Center**

Unit members employed by NMC who obtain and maintain any of the certifications listed below under their work unit shall be paid an additional one dollar and five cents per hour (\$1.05). Such compensation shall begin in the pay period after the employee provides proof of certification to the NMC Human Resources Department. Such compensation shall cease if the member's certification lapses.

#### **Clinic Services**

- Ambulatory Care Nursing issued by American Nurses Credentialing Center (ANCC).
- Orthopedic Nurse Certified (ONC) issued by the Orthopedic Nurses Certification Board

#### **Diabetes Clinic**

- Certified Diabetes Educator issued by National Certification Board for Diabetes Educators

#### **Case Management**

- Case Management Certification issued by Commission for Case Manager Certification
- ACM

#### **Infection Control**

- Infection Control Certification issued by The Certification Board of Infection Control and Epidemiology, Inc.

#### **Quality Department**

- The Certified Professional in Healthcare Quality (CPHQ) issued by the National Association for Health Care Quality

#### **Emergency Room**

- Certified Emergency Nurse (CEN) issued by the Board of Certification for Emergency Nursing

### **Mental Health**

- Registered Nurse Certified Psychiatric–Mental Health Nursing issued by American Nurses Credentialing Center (ANCC).

### **ARU**

- Certified Rehabilitation Registered Nurse (CRRN) issued by the Rehabilitation Nursing Certification Board (RNCB)

### **Pediatrics**

- Registered Nurse Certified Pediatric Nursing (RN-BC) issued by the American Nurses Credentialing Center (ANCC).

### **Med/Surg/Float Pool**

- Forensic Nursing Advanced issued by American Nurses Credentialing Center (ANCC).
- Medical-Surgical Nursing issued by American Nurses Credentialing Center (ANCC).
- CCRN-E — Tele-ICU Acute/Critical Care Nursing (Adult) issued by American Nurses Credentialing Center (ANCC).

### **ICU**

- Acute/Critical Care Nursing issued by issued by American Nurses Credentialing Center (ANCC).

### **NICU**

- Certified Neonatal Intensive Care Nursing (RNC-NIC) issued by the National Certification Corporation

### **Labor & Delivery**

- High Risk Perinatal Nursing issued by American Nurses Credentialing Center (ANCC).
- Perinatal Nursing issued by American Nurses Credentialing Center (ANCC).
- Certified Inpatient Obstetric Nursing (RNC-OB) issued by the National Certification Corporation
- High Risk Obstetric Nursing issued by the National Certification Corporation

### **MIU**

- Maternal Newborn Nursing issued by the National Certification Corporation
- High Risk Perinatal Nursing issued by American Nurses Credentialing Center (ANCC).
- Perinatal Nursing issued by American Nurses Credentialing Center (ANCC).
- Lactation Consultant issued by International Board of lactation Consultant Examiners

### **Surgical Services**

- Certified Nursing operating Room (CNOR) issued by the Competency & Credentialing Institute (CCI)

### **Wound Care**

- Certified Wound Care Nurse (CWOCN) issued by the Wound Ostomy Continence Nursing Certification Board (WOCNC)

### **NICE Team**

- Informatics Nursing issued by American Nurses Credentialing Center (ANCC).

It is understood that the above list may not be all-inclusive. If an employee believes that there is a certification that should be included, the employee can request the Department Head to consider having the certification added to the eligible certificates. Discretion to make the decision solely lies within the Department Head, and the decision is not subject to the grievance procedure at Section 31 of this MOU.

## **16.14 Certification Pay – Health Department**

Unit members employed by the Health Department who obtain and maintain any of the certifications listed below under their work unit shall be paid an additional one dollar and five cents per hour (\$1.05). Such compensation shall begin in the pay period after the employee provides proof of certification to Health Department Human Resources. Such compensation shall cease if the member's certification lapses.

### **Clinic Services**

#### **RNs**

Ambulatory Care Nursing from American Nurses Credentialing Center (ANCC).

Certified Diabetes Educator from National Certification Board for Diabetes Educators

Certified Asthma Educator from National Asthma Educator Certification Board

Case Management Certification from Commission for Case Manager Certification

#### **NPs**

From American Nurses Credentialing Center

Adult NP

Adult-Gerontology Primary Care NP

Adult Psychiatric-Mental Health NP

Diabetes Management – Advanced

Family NP

Family Psychiatric-Mental Health NP

Gerontological NP

Pediatric NP

Certified Diabetes Educator from National Certification Board for Diabetes Educators

Certified Asthma Educator from National Asthma Educator Certification Board

Case Management Certification from Commission for Case Manager Certification

**Public Health Regional Team**

Case Management Certification from the Commission for Case Manager Certification

Certified Diabetes Educator from National Certification Board for Diabetes Educators

Certified Asthma Educator from National Asthma Educator Certification Board

**TB**

Case Management Certification from Commission for Case Manager Certification

**Communicable Disease**

Case Management Certification from Commission for Case Manager Certification

**Children's Medical Services**

Case Management Certification from Commission for Case Manager Certification

It is understood that the above list may not be all-inclusive. If an employee believes that there is a certification that should be included, the employee can request the Department Head to consider having the certification added to the eligible certificates. Discretion to make the decision solely lies within the Department Head, and the decision is not subject to the grievance procedure at Section 31 of this MOU.

**SECTION 17 NO PYRAMIDING**

Overtime eligibility provisions are not cumulative. An employee shall not be entitled to multiple overtime compensation even though more than one overtime condition in this MOU may apply. In a situation where there are multiple overtime provisions that apply, the highest shall prevail.

**SECTION 18 INSURANCE AND RETIREMENT BENEFITS**

The County will provide medical insurance through the Public Employees' Retirement System (PERS) medical insurance program. All rules, regulations and procedures with respect to plan eligibility, benefits, claims payments and customer service procedures, etc. for the CalPERS plans are established by CalPERS. The County makes no representations or guarantees whatsoever with respect to the CalPERS health insurance plans.

Permanent unit employees who are regularly scheduled to work 40 hours or more in a pay period will be eligible to participate in any of the County's health insurance programs. Retired employees, dependent upon group coverage conditions, may be eligible for group health care coverage. If a retired employee meets all eligibility requirements and requests health



insurance coverage, the County will contribute toward the monthly premium as directed by CalPERS.

## **18.1 Flexible Benefits Plan**

### **A. General Provisions**

The County will make available a Flexible Benefits Plan to all employees. Employees may elect from the following optional benefits:

- Employee medical coverage under CalPERS
- Dependent medical coverage under CalPERS
- No medical coverage
- Employee dental coverage under the County's self-funded plan
- Dependent dental coverage under the County's self-funded plan
- No dental coverage
- Employee vision coverage under VSP
- Dependent vision coverage under VSP
- No vision coverage
- Any other eligible optional benefits which may be made available by the County through this Flexible Benefits plan

### ***Additional Payroll Deduction***

For each month when the benefit options selected by the employee under this plan exceed the appropriate County non-elective and elective contributions for that employee, that employee shall pay by pre or post-tax payroll deduction the full cost (100%) which exceeds the County's contributions for that employee.

### ***In-Lieu Payout***

For each month that the full County non-elective and elective contributions are not used by an employee to obtain benefit options under this plan, the full amount of funds not utilized shall be forfeited.

### ***Flexible Benefits Plan Administration***

The provisions, rules and regulations governing the administration of the Flexible Benefits Plan are contained in the Flexible Benefits Plan document. Changes may be required from time to time to maintain the integrity of this flexible benefits plan as a lawful IRS Section 125 plan. The County and MCRNA agree that the County shall have discretion to make such changes to ensure this plan is eligible for favorable treatment under the Internal Revenue Code. The County may add or remove benefit options to or from this plan during the term of this agreement, subject to the obligation of the parties to meet and confer only over the impact of such changes. Removal of a benefit shall occur only if the benefit is deemed contrary to public law or regulation governing I.R.S. Section 125 benefit plans, is no longer available by vendor, or becomes insolvent.

### **B. County Non-Elective Contributions**

The County maximum non-elective contributions toward the Flexible Benefits Plan will be as indicated below.

The County shall not contribute any non-elective amounts toward the employee's purchase of any other optional benefits which may be provided by the County through the Flexible Benefits Plan.

Employees shall not have the option of using the non-elective contributions for any other purpose other than for purchasing employee health, employee dental and employee vision insurance. Non-elective contributions not used to purchase employee health, dental and vision insurance will be forfeited.

#### ***Health Insurance Contribution***

The County's maximum non-elective contribution to the Flexible Benefits Plan for health insurance coverage will be as directed by CalPERS.

#### ***Dental Insurance Contribution***

The County's maximum non-elective contribution to the Flexible Benefits Plan for dental coverage will be equal to the cost of the employee only monthly premium for all eligible permanent employees. During the term of this contract, should the dental (employee only premium) non-elective contribution/premium increase, the County will pay the increase. Should, during the term of this contract, the non-elective contribution/premium for dental (employee only premium) decrease, the County shall retain the savings from the decrease.

#### ***Vision Insurance Contribution***

The County's maximum non-elective contribution to the Flexible Benefits Plan for vision coverage will be equal to the cost of the employee only monthly premium for all eligible permanent employees. During the term of this contract, should the vision (employee only premium) non-elective contribution/premium increase, the County will pay the increase. Should, during the term of this contract, the non-elective contribution/premium for vision (employee only premium) decrease, the County shall retain the savings from the decrease.

#### **C. County Elective Contributions**

The County maximum monthly elective contribution to the employee's Flexible Benefits Plan spending fund will be as follows for permanent unit employees who are scheduled to work a minimum of forty (40) hours per pay period.

The employee contribution to medical insurance premiums shall remain at the current benefit level of \$0.00/mo. (employee only); \$61/mo. (employee plus one); and \$100/mo. (employee plus family) for CalPERS Choice.

Any balance of elective funds remaining after the employee elects health insurance may be utilized, at the employee's discretion, toward the purchase of dependent health, dependent dental, or dependent vision insurance. The use of any elective contributions toward the purchase of the benefits stated above is subject to the employee first selecting employee health insurance coverage under PERS offered through employment with the County of Monterey.

#### **18.2 Alternative Benefit Option**

Eligible, full-time unit employees, who are regularly scheduled to work sixty-four (64) hours or more per pay period, providing proof of alternative health insurance coverage shall be reimbursed up to:

Monthly County Contribution

Employee/Subscriber	\$310.00
Dependent	\$248.00

Eligible, part-time unit employees, who are scheduled to work a minimum of forty (40) hours but less than sixty-four (64) hours in a pay period, providing proof of alternative health insurance coverage, shall be reimbursed up to:

	Monthly County Contribution
Employee/Subscriber	\$155.00
Dependent	\$124.00

Part-time unit employees, who are scheduled to work less than forty (40) hours in a pay period, are not eligible for the Alternative Benefit Option.

Employees choosing the ABO option cannot apply ABO benefit dollars towards options under the Flexible Benefits Plan.

Administration of this option shall be subject to the County guidelines.

County and MCRNA may, by mutual agreement, agree to reopen this Section and meet and confer regarding its terms and conditions at any time during the term of this MOU.

**18.3 All Insurance**

The County continues to have the right and the obligation to administer the various insurance programs. These rights and obligations include but are not limited to the right to select the carriers and insurance claims administrators after consideration of the recommendations of the Health Insurance Review Committee and prior meeting and consultation with MCRNA. Changes in insurance carriers or administrators shall not result in any appreciable reduction in benefits. In the event a change in insurance carriers is made, an open enrollment period will be authorized. The County shall provide MCRNA and employees, a thirty (30) day written notice for premium rate changes for the County's self-funded plan.

**18.4 Retiree Health Insurance**

In reference to Medical Insurance in this Section, should there be a mutual reopener on health insurance; MCRNA may discuss health insurance for retirees.

**18.5 Life**

The County agrees to provide twenty thousand dollars (\$20,000) in life insurance for employees.

**18.6 Health Insurance Review Committee**

A Health Insurance Review Committee shall be composed of representatives from the County and duly designated bargaining units as follows:

County Administrative Officer appointees	6 Members
SEIU 521	2 Members

MCRNA	1 Member
Sheriff	1 Member
Attorneys	1 Member
Management Compensation Committee	1 Member
Insurance Broker	Advisory Member

The Committee shall meet on a monthly basis and shall review experience reports and other pertinent information and may make recommendations on plan administration and/or structure to the County Administrative Officer.

**18.7 Computer Vision Coverage (CVC)**

The County will provide an option for a second (2<sup>nd</sup>) pair of glasses tinted and designed for use with computer monitors for an employee whose manager certifies in writing to Central Benefits that the employee uses a computer monitor 60% or more of his/her normal work time in order to perform duties. Manager certification and endorsement of eligibility for CVC glasses by Central Benefits must occur prior to an eye examination for an employee to be eligible for the CVC option. The employee shall pay an additional \$20.00 deductible for the CVC exam.

**18.8 Conditional Re-opener**

In the event the Health Insurance Review Committee or the Human Resources Director recommends plan modification to the County Administrative Officer and the parties (i.e., MCRNA and the County) agree on the modifications, the parties will reopen this Agreement to allow implementation of the agreed upon modifications.

**18.9 Physical Examinations**

Permanent full-time employees in Unit S shall be entitled to a physical examination by appointment at Natividad Medical Center on a biennial basis (i.e., an examination every other year). Results of the examination shall be treated confidentially.

**18.10 Disability Leave of Absence**

***Workers Compensation:***

When an employee on leave of absence is receiving Workers Compensation payments and he/she is utilizing integration of accrued sick leave to equal normal salary, he/she shall receive County paid medical insurance and his/her regular County contribution toward dependent medical insurance, if any.

**18.11 Long-Term Disability Insurance**

The County will facilitate the provision of voluntary long-term disability insurance via the payroll deduction process.

It is understood that long term disability insurance is wholly voluntary between the employee and the insuring company and that provision of such insurance is subject to the terms and conditions set by the insurance company and may be cancelled by the insurer if its minimum enrollment standards are not met.

In the event of cancellation the County will no longer be obligated to facilitate long term disability insurance.

## **18.12 Public Employees Retirement System**

Contingent upon all classic employees actually and permanently contributing an additional 3.5% towards the employee's PERS contribution, (for a total of 7% retirement contribution), there shall be a permanent 3.5% base salary increase for all classifications covered by the Unit S MOU, effective on the first full pay period following Board of Supervisors approval of this MOU.

Effective January 1, 2013, the Public Employees' Pension Reform Act will apply to new members of CalPERS.

A new member is defined as any of the following:

- A new hire who is brought into CalPERS membership for the first time on or after 1/1/13, and who has no prior membership in a California public retirement system.
- A new hire who is brought into CalPERS membership for the first time on or after 1/1/13, and who is not eligible for reciprocity with another California public retirement system.
- A member who first established CalPERS membership prior to 01/01/13, and who is rehired by a different CalPERS employer after a break in service of greater than six (6) months.

If a member has a break in service of more than six months but returns to service with the same employer, the member will not be considered a new member under PEPRA.

As non-safety employees, under PEPRA, new members shall receive the 2% at 62 retirement benefit formula. Plus, the member contribution rate for new members under PEPRA is fifty percent (50%) of normal cost expressed as a percentage of payroll determined by CalPERS.

## **SECTION 19 DEFERRED COMPENSATION**

The deferred compensation program is available to members of Unit S.

## **SECTION 20 NMC - HOURS OF WORK, SCHEDULING**

### **A. Natividad Medical Center**

1. For Natividad Medical Center employees, the regular work schedule is eighty (80) hours of work within a biweekly pay period of fourteen (14) consecutive calendar days beginning at 12:01 a.m. on the first Saturday of a pay period.
2. Regularly assigned work schedules vary depending upon hospital needs from 40 to 80 hours per pay period. Benefit eligible employees are budgeted for a minimum of forty (40) hours per pay period.
3. Except as provided in paragraph 4 below, a full-time work day is eight (8) sequential hours of work exclusive of a meal period of at least thirty (30) minutes. There will be a rest period of 15 minutes during each half-shift of more than four hours. A rest period is considered hours worked for pay purposes.

4. Employees who accept a 10 or 12 hour shift shall sign an Overtime Waiver to work a 10 or 12 hour shift.
5. Alternate work schedules may be established by the Appointing Authority after consultation with MCRNA and the affected employee(s). For purposes of calculating overtime, a work schedule is forty (40) hours of work within seven (7) consecutive calendar days beginning at 12:01 a.m. on Saturday of a pay period. See Overtime in Section 10.
6. Nothing in this section shall be considered as a guarantee of minimum hours or exemption from potential call-off under Section 10.

**B. Scheduling / Assignment**

1. The schedule shall be posted no later than twenty-eight (28) calendar days before the first day of the first pay period of the month.
2. Departments will schedule staff in the following order:
  - a. Permanent-Full-time .9 and above
  - b. Permanent-Part-time less than .9
  - c. Permanent Part-time employees requesting additional hours (additional hours must be requested forty-five (45) days in advance).
  - d. Travelers/Registry
  - e. Per Diems
3. Permanent employees who are qualified will be assigned to float after assigning float to a Per Diem employee or traveler who are qualified.
4. Per Diem employees who work more than four hundred sixteen (416) hours in a six (6) month period will have their schedule reduced to comply with the Per Diem hour limit (.4 x 13 consecutive pay periods = 416 hours). The Association has the right to request an accounting to ensure compliance. NMC HR will monitor hours worked by Per Diems to ensure compliance.

**C. Weekends**

Natividad Medical Center shall continue to make a reasonable effort to not schedule consecutive weekends unless an employee requests to be regularly scheduled to work weekends. For purposes of this section, weekend shall mean Friday at 11 p.m. to Sunday at 11 p.m.

**SECTION 21 HOLIDAYS**

The following listed days shall be observed and paid as legal holidays by Health Department employees and shall be considered as holidays for Natividad Medical Center employees during the term of this Memorandum.

When any of the below listed County observed holidays, fall on a Saturday or Sunday, Unit employees at NMC shall receive holiday pay for any time worked on the actual calendar holiday. In the event, the actual calendar holiday falls on a Saturday or Sunday, Unit employees at NMC shall not be eligible for holiday pay for the County observed holiday.

The holiday shall be equal to eight (8) hours for a full-time employee and pro-rated for part-time employees. In the event an employee works a 10 or 12 hour shift, a holiday is still equal to eight (8) hours for a full-time employee and pro-rated for part-time employees.

- January 1 - New Year's Day
- Third Monday in January - Dr. Martin Luther King Jr's Birthday
- Third Monday in February - President's Day
- Last Monday in May - Memorial Day
- July 4 - Independence Day
- First Monday in September - Labor Day
- November 11 - Veterans Day
- Fourth Thursday in November - Thanksgiving
- Fourth Friday in November - Day After Thanksgiving
- December 24\* Christmas Eve
- December 25 - Christmas

\*When December 24th falls on a Monday, Tuesday, Wednesday or Thursday, Christmas Eve shall be observed as a full County observed holiday. For those not working a Monday through Friday schedule, they will receive the same holiday benefits. All Unit S employees shall receive an equal number of holidays.

Floating Holiday was eliminated in 2012. The monetary equivalent of eight (8) hours was rolled into salary.

#### Natividad Medical Center

Staffing of County observed and the actual holiday at Natividad Medical Center shall be in the following order:

1. Volunteers (need to submit request to work the holiday in accordance with the vacation request section of this MOU)
2. Registry nurses
3. Per diem nurses
4. Regular part-time employees (less than 0.8 FTE)
5. Regular full-time employees

NMC shall post a holiday sign-up sheet in every department ninety (90) days prior to the holiday. Sixty (60) days prior to the holiday, management shall schedule volunteers and registry and per diem nurses for the actual holiday. If management is unable to fill all shifts with volunteers, registry and per diem nurses, regular part- and full-time employees shall be scheduled to work the actual holiday and the County observed holiday unless the employee waives his/her right to work both the observed and actual holiday. NMC will

require that one regular part-time or regular full-time employee be assigned as charge nurse in every department on every shift, prior to the start of scheduling from the above mentioned section for scheduling order.

### Health Department

Permanent full- and part-time employees of the Health Department who work on a holiday shall be paid for actual hours worked. In addition, the employee shall be entitled to compensatory time off or pay for the observed holiday in accordance with Section 11 of this Agreement.

## **SECTION 22 SICK LEAVE BONUS – NATIVIDAD MEDICAL CENTER**

Employees of this unit who are employed by Natividad Medical Center are eligible for the following Sick Leave Bonus if the criteria below is met:

- Employees must be employed by NMC at least ten months during the calendar year, beginning January 1 to December 31.
- Employees need to be in an active status for at least ten months between January 1 and December 31.
- Employees must be employed at the time the bonus is paid out to receive any bonus earned

*For purposes of this Bonus active status means time coming to work; paid time while on FMLA or any other leave of absence is not considered active status for purposes of this Bonus.*

Bonus Level 1 – Employees will be eligible for a \$3,000 bonus to be paid out on the first full pay period in February if the employee has two (2) or less sick and/or unscheduled absence occurrences between January 1 and December 31.

Bonus Level 2 – Employees will be eligible for a \$1,500 bonus to be paid out on the first full pay period in February if the employee has greater than two (2), and four (4) or fewer, sick and/or unscheduled absence occurrences between January 1 and December 31.

NMC Sick Leave Bonus: Nurses who are less than .8 FTE will have their sick leave bonus pro-rated based on their FTE status as of the last pay period in December of each year.

*An occurrence is defined as a period of consecutive days where an employee calls in sick. For example if an employee calls in sick on a Monday and Tuesday but comes to work on Wednesday, this is one occurrence.*

## **SECTION 23 PAID TIME OFF, NATIVIDAD MEDICAL CENTER**

### **A. Paid Time Off Coverage**

Paid Time Off (PTO) shall only apply to employees occupying permanent positions at Natividad



Medical Center.

B. Paid Time Off Defined

Paid Time Off (PTO) is defined as a combination of all paid leave categories including Vacation, Holidays, Bereavement, Family and Personal Sick Leave but not including Educational Leave.

PTO is established to allow the employee greater flexibility and control in the use of his/her leave package.

C. Paid Time Off Accrual Rate

Each permanent full-time employee at Natividad Medical Center shall earn PTO according to the following accrual schedule.

- 0-5 years of service 29 days per year (8.56 hours)
- After 5 to 10 years of service 34 days per year (10.28 hours)
- After 10 years of service 40 days per year (12.19 hours)

Permanent part-time employees shall accrue PTO benefits based on their FTE status.

D. Adjustment in PTO Accrual Eligibility Date

A leave of absence without pay by an employee that exceeds thirty (30) calendar days shall not constitute service for purposes of achieving the time in service toward eligibility for PTO accrual rates. An employee's eligibility date for PTO accrual rates shall be advanced by the number of days of leave of absence in excess of thirty (30) days.

E. Paid Time Off Accrual Balance Maximum

The maximum PTO balance that is allowed is 400 hours.

F. Paid Time Off Administration of Accrual Maximum (PTO)

When an employee is within two (2) pay periods of exceeding their accrual maximum, management shall, at its option, schedule the employee for time off or pay cash at the rate of one dollar (\$1.00) on the dollar in lieu of granting the time off.

G. Paid Time Off Buy Back

Once each calendar year, NMC employees with a minimum of one (1) year of continuous employment may sell back to the County up to one hundred and twenty (120) hours of paid time off ("PTO") if the following condition is met: the employee must have at least forty (40) hours of PTO remaining after the "cash out."

H. Paid Time Off Usage

1. Pre-scheduled Usage

Paid time off may be used upon prior request to and approval of management.

- a. Except where unforeseen circumstances prevent it, requests to use paid time off must be received by the employee's manager or designee no less than forty five (45) days and no more than one (1) year prior to the first (1st) day of requested paid time off usage. Requests with fewer than forty five (45) days' notice may be submitted and approved based on availability of staff to cover which does not result in overtime. The employee is responsible for finding such coverage.

- b. The manager shall respond to the employee's request within fourteen (14) calendar days. If no response is received within this time period, the employee has the right to forward the request to NMC Administration, who shall respond within seven (7) calendar days.

2. Usage rules for employees with sick leave balances

Employees with sick leave balances may use accrued sick leave to cover absences due to personal illness or for any other reason for which sick leave was formerly used.

Absences due to personal illness and family illness beyond the amount equal to one full shift of eight (8) hours or more shall be charged to sick leave balances if available.

I. Usage of Paid Time Off on Holidays

If a holiday falls on a regularly scheduled day to work and the employee does not work – the number of hours of the employee's regular shift shall be deducted from the PTO bank.

If a holiday falls on a regularly scheduled day to work and the employee works--no time will be deducted from the PTO bank. Employee is paid time and one-half (1 1/2) for all hours worked. At employee's option, with concurrent written notice to the payroll section, an employee may deduct the number of hours in his/her regular shift from PTO and thus be paid at straight time for deducted hours in addition to holiday worked pay.

If a holiday falls on a scheduled day off and the employee does not work--there will be no deduction from the PTO bank.

If a holiday falls on a scheduled day off and the employee works—there will be no deduction from the PTO bank and the employee shall be paid time and one-half (1 1/2) for all hours worked.

J. Pay Off of Paid Time Off Upon Separation

Upon termination of employment an employee shall be paid for any unused Paid Time Off at the employee's basic rate of pay.

K. Family Sick Paid Time Off (PTO)

Permanent employees may be granted use of accumulated Paid Time Off leave by their Appointing Authority because of illness of a father, mother, brother, sister, wife, husband, grandparents, father-in-law, mother-in-law, or child provided in the judgment of the Appointing Authority, a medical condition exists which warrants the employee's personal attendance. The Appointing Authority may require a physician's certificate or other substantiating evidence that such illness exists. Such absence by the employee shall be limited to ten (10) working days in any fiscal year of paid leave when used for such purpose unless the additional leave is provided by state or federal law.

L. Bereavement Paid Time Off (PTO)

Permanent employees shall be granted use of accumulated Paid Time Off leave by their Appointing Authority because of the death of a father, mother, brother, sister, grandparent, grandchild, wife, husband, registered domestic partner, or child. Such absence by the employee shall be limited to five (5) working days per occurrence of paid leave. As a condition

of granting leave for bereavement purposes, the Appointing Authority may request verification of the loss. At the discretion of the Appointing Authority, such leave may be granted because of the death of a mother-in-law, father-in-law, daughter-in-law, or son-in-law.

M. Sick Leave Verification Paid Time Off

County may require medical certification or other substantiating evidence of illness for any period at time for which sick leave is sought. Medical certification for an absence of a single day will only be required if a pattern of abuse or excessive use of sick leave exists which requires said certification.

**SECTION 24 ANNUAL LEAVE, HEALTH DEPARTMENT**

**ANNUAL LEAVE**

Unit S members employed by the Health Department shall convert to Annual Leave at the time of Board of Supervisors approval of this agreement and configuration has been completed by the Auditor-Controller. All current vacation accruals shall roll into Annual Leave. Any sick leave accrual banks will remain available for employees to use in a separate bank from Annual leave and shall no longer accrue time at the time of Annual Leave transition.

A. Annual Leave for employees of the Health Department appointed to a permanent position the following annual leave schedule shall apply:

- 0-2 years of service 22 days per year (6.47 hours per pay period)
- After 2 years of service 25 days per year (7.43 hours per pay period)
- After 5 years of service 28 days per year (8.38 hours per pay period)
- After 10 years of service 30 days per year (8.14 hours per pay period)
- After 18 years of service 33 days per year (10.10 hours per pay period)
- After 21 years of service 34 days per year (10.28 hours per pay period)
- After 25 years of service 35 days per year (10.47 hours per pay period)

The maximum Annual Leave accrual for employees in the Health Care Unit shall be three hundred and ninety (390) hours. Annual Leave shall continue to be administered in accordance with the procedures set forth in the Personnel Policies and Practices Resolution, except that Annual Leave may be taken as earned during the first six (6) months of employment.

This section does not apply to employees of Natividad Medical Center.

B. Annual Leave Buy Back

Once each calendar year, Health Department employees with a minimum of one (1) year of continuous employment may sell back to the County up to one hundred and twenty (120) hours of their Annual Leave in any calendar year if the following condition is met: the employee must have at least forty (40) hours of Annual Leave remaining after the "cash out."

C. Sick Leave Accrual Rate-valid until the transition to Annual Leave

Health Department employees shall accrue sick leave at the rate of approximately ten (10)

days per year. Sick leave accrual shall cease upon transition to Annual Leave.

D. Administration of Health Department Annual Leave – Sick and Sick Leave

The administrative procedures for sick leave shall continue as in effect as of July 1, 1983.

E. Retirement Pay Off

Upon retirement or death, an employee shall be paid his/her accumulated sick leave up to a maximum of five hundred (500) hours. In lieu of the cash out of sick leave, employees retiring may convert

up to seven hundred fifty hours (750) of their accumulated sick leave to the purchase of individual only medical benefits under the County health plan.

F. Health Department Family Sick Leave

Permanent employees may be granted use of accumulated sick leave by their Appointing Authority because of illness of a father, mother, brother, sister, wife, husband, or child, provided in the judgment of the Appointing Authority, a medical condition exists which warrants the employee's personal attendance. In exceptional cases, such leave may be granted by the County for illness of grandparents, father-in-law, or mother-in-law when it can be demonstrated that a bona fide illness exists that warrants his/her personal attendance during his/her normally scheduled work hours. The Appointing Authority may require a physician's certificate or other substantiating evidence that such illness exists. Such absence by the employee shall be limited to ten (10) working days in any fiscal year of paid leave when used for such purpose unless additional leave is provided under state or federal law.

G. Health Department Bereavement Leave

PERMANENT EMPLOYEES SHALL BE GRANTED USE OF ACCUMULATED SICK LEAVE BY THEIR APPOINTING AUTHORITY BECAUSE OF DEATH OF A FATHER, MOTHER, BROTHER, SISTER, WIFE, HUSBAND, CHILD, GRANDPARENT OR GRANDCHILD. SUCH ABSENCE BY THE EMPLOYEE SHALL BE LIMITED TO FIVE (5) WORKING DAYS PER OCCURRENCE OF PAID LEAVE. AS A CONDITION OF GRANTING LEAVE FOR BEREAVEMENT PURPOSES, THE APPOINTING AUTHORITY MAY REQUEST VERIFICATION OF THE LOSS. AT THE DISCRETION OF THE APPOINTING AUTHORITY, SUCH LEAVE MAY BE GRANTED BECAUSE OF THE DEATH OF A MOTHER-IN-LAW, FATHER-IN-LAW, DAUGHTER-IN-LAW, OR SON-IN-LAW. H.

Verification of Health Department Annual Leave – Sick and Sick Leave

County may require medical certification or other substantiating evidence of illness for any period of time for which sick leave is sought. Medical certification for an absence of a single day will only be required if a pattern of abuse or excessive use of sick leave exists which requires said certification.

**SECTION 25 INVOLUNTARY LEAVE WITH PAY**

An employee may be placed on involuntary leave with pay and benefits upon determination by the County Administrative Officer or NMC Chief Executive Officer that circumstances exist that

make the immediate removal of the employee to be in the best interests of the County and that the employee cannot be effectively used in his/her job classification within the department.

### **SECTION 26 JURY DUTY**

It is understood that employees represented by MCRNA shall continue to be covered by the provisions of the Personnel Policies and Practices Resolution dealing with jury or witness duty.

To the extent practical, the County will attempt to accommodate employees on evening or night shift who are involuntarily called to jury duty by temporarily assigning them to the day shift so long as such assignment change does not result in a significant reduction in service levels or require the payment of overtime to cover the shift from which the employee was temporarily reassigned. Hours for jury duty shall not be counted as part of the work week.

### **SECTION 27 WORKING OUT OF CLASSIFICATION**

In order for an employee to receive working out of class pay all of the following criteria must be met:

- The employee must be assigned to a higher classification whose salary range is at least five percent (5%) higher than the range of the employee's regular classification.
- The assignment must be to a vacant permanent position or to a permanent position whose incumbent is absent from work.
- The assignment must be for over twenty (20) consecutive working days.
- The employee must perform all of the duties of the higher classification.

For working out of class the employee shall be compensated at the step in the higher classification that provides an increase to the assigned employee of at least five percent (5%). Such compensation shall begin on the twenty-first (21st) working day after the assignment to the higher classification.

### **SECTION 28 PERSONAL PROPERTY REIMBURSEMENT**

Whenever an employee engaged in assigned official duties on behalf of the County sustains a loss of personal property, through no fault of the employee, that employee shall be eligible for reimbursement for such personal property.

A request for reimbursement must be submitted by claim to the Appointing Authority no later than thirty (30) calendar days from the date of loss. Management shall review the claim and when circumstances warrant, reimbursement shall be made.

Claims based on cash losses or losses due to lost or stolen credit cards shall not be considered.

Claims based upon damage to automobiles are subject to the following provisions. All four (4) conditions must be met before consideration will be given:

1. An employee, who drives his/her car incident to employment, shall have named the County as an additional insured on his/her automobile insurance policy as of the date the employee sustained the loss of his/her automobile.
2. Evidence of the required insurance coverage must be presented.
3. Invoice for work completed must be submitted. Reimbursement is limited to two hundred dollars (\$200).
4. The damage must have occurred while the employee was actually using the automobile on authorized County business, away from the employee's work place.

No reimbursement shall be granted for losses covered by some other source, insurance policy or agency.

A maximum limit of two hundred dollars (\$200) per incident shall apply to all claims for reimbursement.

No claims for reimbursement for items having a present value of less than ten dollars (\$10) shall be considered.

## **SECTION 29 GRIEVANCE PROCEDURE**

### **A. Grievance Defined**

A grievance is defined as a dispute over the interpretation or application of this Memorandum of Understanding by an employee adversely effected thereby, but shall not include the following:

- Disciplinary actions as defined herein which shall be subject to appeal through the procedure contained in this agreement for the appeal of disciplinary actions.
- Complaints regarding Equal Opportunity, Occupational Health and Safety, Workers' Compensation or discrimination complaints based on a lawfully precognized protected classification or the applicable procedures for such complaints.
- The exercise of any County rights as specified in this Memorandum, so long as the exercise of such rights does not conflict with other provisions of this agreement.
- Any impasse or dispute in the meeting and conferring process, or any matter within the scope of representation.
- Any matter for which a different appeals procedure is provided either by statutes, ordinances, resolutions, or agreements.

MCRNA shall be entitled to file a grievance on behalf of an employee or group of employees adversely affected by a grievable matter.

MCRNA may file a grievance on its own behalf only on those matters which pertain to the rights of MCRNA as an organization.

### **B. Limited Grievance Procedure Application**

An employee shall be entitled to file a grievance which alleges that the County has failed to provide a specific condition of employment which is established by the Personnel Policies and

Practices Resolution provided that the enjoyment of such right is not made subject to the discretion of the department head or the County, and provided further that the condition of employment which is the subject matter of the grievance is a matter within the scope of representation as defined in California Government Code Section 3504. Such limited grievances may not be appealed to arbitration.

C. No Discrimination

There shall be no restraint, interference, coercion, discrimination or reprisal against any employee for exercising any rights under the grievance procedure.

D. Time Limits

The time limits set forth herein are essential to the grievance procedure and shall be strictly observed. The time limits may be extended by agreement of the parties; however, any such extension must be confirmed in writing.

If at any stage of the grievance procedure the employee is dissatisfied with the decision rendered, it shall be the grievant's responsibility to submit the grievance to the next designated level within the time limits set forth.

Failure to submit the grievance within the time limits imposed shall terminate the grievance process and the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.

The grievant has the right to promptly proceed to the next step within the prescribed time limits if the appropriate management representative fails to respond within the time limits specified.

E. Grievance Procedure Steps

***Step 1: Discussion with Immediate Supervisor***

- The grievant shall first discuss the grievance informally with his/her immediate supervisor. The discussion shall be held within fifteen (15) working days of the action causing the grievance or of the date the action reasonably could have been expected to be known to the grievant. In no event shall any grievance be accepted for consideration more than six (6) months from the date of the action causing the grievance, regardless of the date the action became known to the grievant.
- Every reasonable effort shall be made to resolve the grievance at this level. The immediate supervisor shall verbally respond to the grievant within ten (10) working days of the informal discussion between the grievant and supervisor.

***Step 2: Formal Written Grievance***

- In the event the employee believes the grievance has not been satisfactorily resolved, the employee shall submit the grievance in writing to the supervisor within ten (10) working days after receipt of the immediate supervisor's verbal response. The grievant shall file one (1) copy with the Human Resources Department. If the grievance is not presented within the time limits provided herein, it shall be deemed not to exist. Such written grievance shall:

1. Fully describe the grievance and how the employee(s) was/were adversely affected;
2. Set forth the section(s) of the Memorandum of Understanding, allegedly violated;

3. Indicate the date(s) of the incident(s) grieved;
  4. Specify the remedy or solution to the grievance sought by the employee(s);
  5. Identify the grievant and be signed by the grievant;
  6. Identify the person, if any, chosen by the grievant to be his/her representative.
- No modifications in the basic violation being alleged pursuant to this grievance procedure shall be made subsequent to filing of a grievance unless mutually agreed to by both the County and the grievant or the grievant's representative. However, corrections in citations or other clarifying amendments can be made at any time by the grievant or the grievant's representative.
  - Within seven (7) working days of receipt of the grievance, the immediate supervisor shall:
    1. Meet the grievant to discuss the grievance at the request of either party (i.e., the grievant, the grievant's representative or the supervisor);
    2. Deliver his/her written decision outlining the reasons behind the decision to the grievant and his/her representative within three (3) working days following the meeting, if held, or, if no meeting was held, within ten (10) working days of the receipt of the grievance.
  - Any grievance settled at this step shall be subject to the review and confirmation of the respective department head before the settlement may become effective. Such review will occur within five (5) working days or the grievance will automatically be moved to Step 3. In the event the department head does not confirm the settlement, the grievant may initiate Step 3 of this procedure.

***Step 3: Department Head Review***

- If a grievance is not settled at Step 2 of this procedure, the grievance may be appealed to the department head in writing within ten (10) working days from the receipt of the decision of the immediate supervisor or his/her failure to respond to the grievance. Said grievance appeal must specifically set forth the reason the answer previously provided by the supervisor is not satisfactory.

In submitting the grievance to Step 3, the grievant or MCRNA may request a meeting with the department head.

- If requested at the time of filing with the department head, a meeting will be held within seven (7) working days of the receipt of the appeal. The department head shall deliver his/her written decision to the grievant and/or his/her representative within three (3) working days of the date of the grievance meeting, if a meeting was held, or within ten (10) working days of the receipt of the appeal if no meeting was held. The department head's decision shall include the reasons on which the decision is based and the remedy or correction which has been offered, if any, to the grievant.

***Step 4: Human Resources Director/Mediation***

- If a grievance is not settled at Step 3 of the procedure, the grievance may be appealed, in writing to the Human Resources Director or his/her designee within ten (10) working days from the receipt of the department head's written response. Said grievance appeal must specifically set forth the reason the answer(s) previously provided by management is/are not satisfactory. A meeting may be held by mutual agreement of the parties.
- Within ten (10) working days from receipt of the grievance, the Human Resources Director



or his/her designee shall deliver his/her written decision to the grievant and his/her representative. Said decision shall be final and binding, except as provided in the Arbitration section.

- In the event a represented employee chooses to waive a hearing by the Human Resources Director or his/her designee, MCRNA on behalf of the employee shall, within the ten (10) day appeal period, make a written request to the Human Resources Director or his/her designee to seek within 10 working days the assistance of a mediator from the State conciliation service in an attempt to resolve the grievance. The mediator shall have no authority to resolve the grievance except by agreement of MCRNA and the County. In the event the grievance is not resolved, neither evidence nor concessions agreed to or offered during mediation shall be admissible at the subsequent hearing.

If the grievance is not resolved through mediation, the Human Resources Director or his/her designee shall issue a decision which shall be final and binding except as outlined in the provisions of this agreement concerning arbitration.

#### F. Notice of Meetings

The County and the grievant or the grievant's representative shall be responsible for giving notice of meetings and conferences to their representative parties at least twenty-four (24) hours prior to any meeting regarding a grievance whenever possible.

#### G. Representation

The employee has the right to the assistance of one employee representative/job steward in addition to a staff representative of MCRNA in the preparation and/or presentation of his/her grievance in Steps 1 through 4 of this procedure provided, however, that supervisory employees shall not represent non-supervisory employees.

An employee is also entitled to represent him/herself individually at any step of the grievance procedure, except in the arbitration procedure outlined this agreement. Only MCRNA may file for arbitration of a grievance.

A grievant may not change his/her designation of representative organization during the processing of a grievance, except by mutual agreement of the parties.

If the employee is represented in a formal grievance meeting, the department may also designate a management representative to be present in such a meeting.

#### H. Grievance Withdrawal

The grievant and his/her representative may withdraw the grievance at any state of the grievance procedure by giving written notice to the County representative who last took action on the grievance, with a copy to the Human Resources Department.

#### I. GRIEVANCE RESOLUTION

If a grievance is resolved at Step 2, 3 or 4 in the procedure as provided herein, the grievant concerned shall indicate acceptance of the resolution by affixing his/her signature in the appropriate space indicated. If the employee has been represented by MCRNA at the Step of the procedure at which a resolution is reached, MCRNA representative shall also sign the appropriate document acknowledging that the employee has accepted the resolution.

Decisions on grievances where an employee represents him/herself shall not be considered

precedent setting or binding with regard to any future grievances filed with respect to the same or similar matters.

J. Reconsideration

By mutual agreement, the parties may revert the grievance to a prior level for reconsideration. If the grievance is not then settled at the prior level, the grievant shall continue to have the rights set forth in this procedure.

K. Consolidation

The County may consolidate grievances, where, in its discretion, the grievances present substantially similar issues.

MCRNA may file group grievances at the second step of the grievance procedure by listing each person who claims to be adversely affected and all other data required in this section.

L. Processing Grievances

The grievant shall be granted reasonable time off with pay from regularly scheduled duty hours to process a grievance, provided that the time off will be devoted to the prompt and efficient investigation and handling of grievances, subject to the following:

- Neither a grievant nor a grievant's representative who is a county employee shall suffer any lost pay for attending any regularly scheduled grievance hearing required by the procedure herein set forth.
- A grievant or a grievant's representative shall notify their supervisor as soon as possible of scheduled grievance hearings and of any changes in the time or date of scheduled hearings in which they must participate.
- In no event shall a grievant be represented by more than one county employee at the grievance hearings.

## SECTION 30 ARBITRATION

A. Grievance Arbitration

Within ten (10) working days from the receipt of the written decision resulting from a grievance heard by the Human Resources Director, or his/her designated representative as provided in Section 31, Grievance Procedure, of this agreement, MCRNA, and only MCRNA, may request that the grievance, as defined below, be submitted to arbitration as provided hereinafter.

Only those unresolved grievances filed and processed in accordance with the Grievance Procedure of this agreement, and which directly concern or involve the interpretation and application of the specific terms and provisions of this agreement, may be submitted to arbitration.

Notwithstanding any other provisions of this agreement the following matters are expressly excluded from the arbitration:

- All matters relating to Equal Opportunity, Occupational Health and Safety or Workers' Compensation;

- "Interest" matters or matters within the scope of representation;
- Any matter for which a different appeals procedure is provided either by statutes, ordinances, resolutions or agreements;
- Grievances filed under the Limited Grievance Procedure Applications section of the Grievance Procedure of this agreement.

See Section 4, Nondiscrimination regarding discrimination grievances.

A request by MCRNA for arbitration of a grievance must be received by the Human Resources Director or his/her designee within ten (10) working days of receipt by MCRNA of the written grievance procedure fourth step decision. Failure to request arbitration within the above time limits shall constitute an automatic forfeiture and an irrevocable waiver of the right to process the grievance appeal to arbitration. The notice shall set forth the specific issue or issues still unresolved through the grievance procedure which is being submitted to arbitration.

The parties shall select a mutually acceptable arbitrator.

The fees and expenses of the arbitrator shall be shared equally by the parties, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.

The decision of an arbitrator shall be final and binding upon the parties but shall not add to, subtract from, nor otherwise modify the terms and conditions of this agreement.

## SECTION 31 LAYOFF PROCEDURE

### **A. Policy**

The County may layoff an employee because of lack of work, lack of funds, material change in duties or organization, or in the interest of economy or causes outside the County's direct control. The County shall inform MCRNA regarding the effects of any planned reduction in force or layoffs which will affect the department's work force.

If it appears to a department that a reduction in force of three (3) or more employees within the bargaining unit may be required, the department shall contact MCRNA and offer to discuss the possible reduction and to invite suggestions for possible cost saving alternatives to layoffs. If alternatives to layoffs are not developed by the time the department determines a layoff should occur, the procedure outlined in Section 33 B below shall be followed.

The County shall give MCRNA written, advance notice of any layoff of a MCRNA member.

### **B. Procedure**

Layoffs will be determined within County departments, not the County as a whole. In the event of a reduction in force in a department, the department head shall designate the classes, positions, and number of employees to be eliminated. The department at this time shall provide MCRNA with a current seniority list for those employees and classes affected.

Layoffs shall be made among all representation unit employees in the same class series within a County department in the following order:

- Temporary employees.
- Probationary new employees (excluding promotional probationary employees.)
- Permanent employees.

No permanent employee within a department shall be laid off in any class if there are temporary employees in an active status in the same class within that department.

Layoff shall be by ranking sequence of employees except as otherwise provided herein.

1. Rank in Class Defined

Rank shall be defined as the length of continuous service in a class series as determined by County personnel records while occupying a permanent position within the County. Length of continuous service is prorated based on the employee's regular schedule (FTE, full-time equivalent). Continuous service for purposes of ranking for layoff shall be defined to include work related injury leave of up to one (1) year's duration.

2. Natividad Medical Center--Temporary Status Option

A permanent employee of Natividad Medical Center subject to layoff shall be entitled to assume temporary employee status in lieu of layoff provided the employee is qualified to assume the duties and responsibilities of an existing temporary position and class. No new temporary positions shall be created for the sole purpose of eliminating permanent employees.

3. Order of Layoff, Exception to Ranking Sequence

Layoffs of employees within each category of employment status within a department and within a class series shall be based on ranking sequence unless it can be demonstrated that: 1) an employee possesses special skills, training, or abilities, or 2) the employee's past job performance or disciplinary record justifies an alternative ranking, or 3) the employee may be, by virtue of ranking sequence subject to disparate treatment.

4. Ranking in Previous Class

A permanent full-time or part-time employee may elect to be ranked with employees in any class in the same department with the same or lower salary in which the employee has served in permanent status in the County service. An employee must notify his/her Appointing Authority within two (2) days after receipt of written notice of layoff of election of this option except if the second day following notice of layoff is not a regularly scheduled work day, the employee may give notice on the next work day.

5. Demotion in Lieu of Layoff

In lieu of layoff, the department head may offer a permanent employee a demotion to any class for which the employee is qualified. Employees demoted in lieu of layoff, pursuant to this paragraph, shall not be eligible for the "Y" rating procedure. An employee who chooses a demotion in lieu of layoff shall have the right of restoration to his or her former class when an opening occurs and his or her ranking sequence warrants restoration subject to the provisions of Section 33 below.

### C. Notice

Written notice of layoff shall be served on the affected employees in person or mailed by the United States Postal service to the employee's latest address on file with the County. The layoff notice shall be served or mailed at least twenty-one (21) calendar days prior to the expected effective date of separation unless delay results from consideration of demotion under the provisions of Section 31.2.4. The notice shall include:

- The reason for the layoff.
- The effective date of the action.
- A reference to the provisions governing reemployment.
- Notice that employment counseling is available.
- A copy of the notice shall be given to MCRNA.

### D. Reemployment of Employees Laid Off.

The names of persons laid off under these procedures shall be maintained on a departmental recall list for the class series from which the employee was laid off for a period of one (1) year from the date of layoff. When filling any position, the department head shall reemploy laid off employees from the departmental recall list for the class of the position in inverse order of layoff. No new employee shall be hired nor shall any employee be promoted in any class until all employees on layoff status in that class have had the opportunity to return to work.

However, when the best interest of the County requires an employee with demonstrated special qualifications, skills or training, the department head may make an exception to the above order of recall in order to appoint an employee out of ranking sequence.

Every employee given notice of layoff may request employment counseling and evaluation in order to determine those job classes within the County for which the employee meets employment eligibility requirements and desires to be considered for employment from a preferred eligible list. Such counseling and evaluation shall be available by appointment in order of request. Following the counseling and evaluation, laid off employee's name shall be placed on a preferred eligible list for each class designated as a result of the counseling and evaluation. When the Human Resources Department receives a request to refer applicants to a department for a vacant position in a class for which there exists a preferred eligible list, the laid off employee on the list shall be considered for employment prior to any job applicant. A competitive job related selection process may be used to determine the order in which laid off employees on a preferred eligible list for a class will be referred for an interview.

A laid off employee may be removed from the department recall list or a preferred eligible list for any of the following reasons:

- The expiration of one (1) year from the date of layoff.
- Reemployment within the County.
- Failure to accept employment or report to work.
- Failure to appear for a job interview after notification by telephone or by mail addressed to the employee's last address on file with the County.
- Failure to respond within seven (7) days to a communication regarding availability of employment.
- Request in writing by the laid off employee to be removed from the list.

#### **E. Restoration of Benefits for Recalled Employees**

Any employee who has been laid off and is hired from a departmental recall list within one (1) year from the date of layoff shall be entitled to:

- Restoration of permanent status for employees who are rehired from a departmental recall list and class from which they were laid off, and who have completed their probationary period. For employees who have not completed their probationary period, credit for that portion which has been completed shall be given if rehired from a departmental recall list.
- Restoration of all sick leaves credited to the employee's account on the date he/she was laid off.
- Credit for all prior service for the purpose of determining vacation accrual rates and service awards.
- Placement in the same step of the salary range the employee held at the time of layoff.
- Reinstatement of credit for service time (ranking) as of the date of layoff.

#### **F. Insurance Coverage**

Each permanent employee who is enrolled in the County Health Plan at the time of layoff may, prior to the effective date of the layoff, elect to enroll in a health insurance conversion plan offered by our then current health plan administrative carrier. In the event the laid off employee so elects, the County will pay an amount equal to two (2) times the employee only premium at the time of layoff toward the cost of the health insurance conversion plan. The above insurance provision does not apply to employees who retire coincidental to their layoff.

#### **G. Appeal Procedure (Layoff)**

An employee directly affected by the operation of this policy may, within five (5) working days after a notice of layoff is received, request a meeting with a department head or the department head's designated representative to review the application of this policy as it affects the employee's status. A representative of MCRNA may accompany the employee.

MCRNA, and only MCRNA, after making an attempt to resolve the matter informally, may within seven (7) days of the date of an alleged violation of this policy file a grievance for final consideration and determination at the department head level in accordance with the provisions of the grievance procedure in effect between the County and MCRNA. A grievance filed in accordance with this paragraph shall not be subject to Section 27, "Arbitration," of this agreement.

### **SECTION 32 DISCIPLINE**

#### **A. Disciplinary Actions**

The Appointing Authority or his/her designee may take disciplinary action against any employee in the service of Monterey County provided that the rules and regulations prescribed herein are followed and that any permanent employee who is not on any form of probationary status has the right to appeal pursuant to this section, except as herein provided. As used in

this section, "disciplinary action" shall mean dismissal, involuntary leave, disciplinary demotion, reduction in salary, or formal written reprimand.

#### B. Notice of Disciplinary Action

In order to institute disciplinary action, the Appointing Authority or his/her designee shall serve notice of the proposed disciplinary action in accordance with the following procedures.

Except as otherwise provided herein or when emergency or other special circumstances require immediate action, a notice of proposed disciplinary action (other than for formal reprimand) shall be delivered to the employee, either personally or by the United States Postal Service, to the current address listed on the employee's most recent personnel action form, no less than five (5) calendar days prior to the effective date of any punitive action against the employee.

The notice of proposed disciplinary action shall include the following:

- The nature of the disciplinary action;
- The effective date of the action;
- The causes for the action in ordinary, concise language with the dates and places thereof, when known;
- A statement that identifies the material upon which the action is based and states that it is available for inspection; and
- A statement advising the employee of his/her right to respond either verbally or in writing to the Appointing Authority or his/her designee imposing the disciplinary action prior to the effective date and the right to be represented in that response and reference to that section of this agreement titled "Appeals from Disciplinary Action" and a statement that members of the bargaining unit are represented by the Monterey County Registered Nurses' Association (MCRNA), and MCRNA's legal representative.

#### C. Implementation of Discipline

In the case of an involuntary leave without pay of five (5) working days or less or an involuntary leave with pay of twenty (20) working days or less, the suspension may be imposed by a single notice containing items A, B, C and D above. This notice shall be delivered to the employee on or as soon after the effective date of the involuntary leave as possible.

Except as provided above, in order to implement the proposed disciplinary action or a lesser disciplinary action based on the same cause(s), a notice of disciplinary action shall be delivered to the employee, either personally or by the United States Postal Service to the current address listed on the employee's most recent Personnel Action form, on or before the effective date of the disciplinary action.

The notice of disciplinary action shall contain the information in items A, B, C and D above and, in addition, shall include a statement as to the right of appeal and representation by a party of his/her own choice and shall include a referral to the section of this agreement concerning appeals from disciplinary action and shall include a statement that members of the bargaining unit are represented by MCRNA with the address and the telephone number of MCRNA office.

#### D. Reprimand

An Appointing Authority or his/her designee may reprimand an employee by furnishing

him/her with a statement, in writing, of the specific reasons for such reprimand. A copy of notice of the reprimand shall be included in the employee's personnel file, and shall not be subject to appeal, but the employee and/or his/her representative shall have the right to discuss the reprimand with the Appointing Authority or his/her designee. The Appointing Authority or his/her designee may correct the reprimand, or notice of reprimand, at his/her discretion. The employee may submit a written response that shall be placed in his/her personnel file.

#### E. Involuntary Leave Without Pay

Any involuntary leave without pay invoked as a disciplinary action under this section against any employee in the County service, whether for one or more periods, shall not exceed sixty (60) calendar days in any one (1) calendar year; provided, however, that where a an employee is placed on an involuntary leave without pay because of criminal information or indictment filed against such employee, the period of involuntary leave may exceed sixty (60) calendar days and continue until, but not after, the expiration of thirty (30) calendar days after the dropping of charges, or the judgment or conviction or acquittal of the offense charged in the complaint, or indictment has become final. An employee placed on such involuntary leave shall forfeit all rights, privileges, and salary while on such involuntary leave.

The sixty (60) day restriction shall apply only to managerial imposition of discipline and is not intended to restrict the ability of a third party neutral to invoke a greater period of involuntary leave.

#### F. Involuntary Leave Pending Investigation for Disciplinary Action

An Appointing Authority or his/her designee may place an employee under his/her control on involuntary leave from his/her position at any time for reasons of investigation for disciplinary action. Such involuntary leave shall be subject to the limits set forth in Section 26 F and Section 18. Written notice of such involuntary leave shall be given to the employee as soon as possible but not later than seventy-two (72) hours after such action is taken. Such involuntary leave is not a disciplinary action and shall not be subject to appeal unless it, or any portion of it, subsequently becomes a disciplinary action.

#### G. Reduction in Salary

An Appointing Authority or his/her designee may reduce the salary of an employee, for disciplinary reasons, provided that such reduction shall be to a step within the salary range of the classification of the position held by the employee. An employee so reduced in salary shall retain his/her anniversary date but shall not be eligible for advancement to a higher step in the salary range of his/her job classification for a period of six (6) months from the date their reduction in salary became effective.

#### H. Disciplinary Demotion

An Appointing Authority or his/her designee may demote an employee, for disciplinary reasons, to any position with a lower salary range, provided the employee meets minimum qualifications for the lower-level position. Such demoted employee shall not be eligible for promotion for a period of six (6) calendar months.

#### I. Dismissal

The continued tenure of each employee who has permanent status shall be subject to his/her



satisfactory conduct and the rendering of efficient service. Should the cause for disciplinary action so warrant, an employee may be dismissed.

J. Absence Without Leave Separation

An employee absent from duty for a period which exceeds three (3) working days without authorized leave shall be considered to have abandoned his/her position and to have automatically resigned.

Such resignation shall be rescinded by the Appointing Authority if the employee can show to the satisfaction of the Appointing Authority that it was impossible to contact the department of employment, provided the employee contacts the department within five (5) working days of notice of separation under this section through United States Mail.

K. Statute of Limitations

Any disciplinary action for cause against a county employee shall not be valid unless the notice of disciplinary action is served within one (1) year of the date of discovery of the event which gave rise to the cause of discipline. Matters of serious nature (e.g., fraud, embezzlement, falsification of records) shall require written notice to the employee of disciplinary action within the three (3) years after the event which gave rise to the disciplinary action. Disciplinary action based on fraud, embezzlement, or the falsification of records shall be valid, if the notice of such action is served within the three (3) years after the discovery of such fraud, embezzlement, or falsification.

Nothing herein shall preclude the County from disciplining an employee for cause which consists of a course of conduct or history of performance that began more than three (3) years prior to the notice of disciplinary action. Such disciplinary and/or performance record of beyond three (3) years shall only be used to determine the disciplinary penalty to be imposed.

L. Appeals from Disciplinary Action

Only permanent employees, employees with more than one (1) year of service, and who are not on probation, shall have the right of appeal from disciplinary actions other than written reprimands.

The written notice of appeal must:

- State the basis of the appeal and contain a specific admission or denial of each of the material allegations contained in the notice of disciplinary action, and;
- Be filed with the County Administrative Officer within ten (10) working days of the effective date of the disciplinary action, and;

Appeals to arbitration shall only be filed by MCRNA.

Failure to appeal within the time limit set forth in this section shall constitute an irrevocable waiver of the right to process the appeal to arbitration.

Within ninety (90) calendar days of the receipt of the appeal to the County Administrative Officer the County and MCRNA shall agree upon an arbitration hearing date.

The parties shall select a mutually acceptable arbitrator.

The fees and expenses of the arbitrator in non-termination cases shall be shared equally by the parties, it being understood and agreed that all other expenses including, but not limited to,

fees for witnesses, transcripts and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved. In cases of termination, the fees and expenses of the arbitrator shall be paid by the County.

### **SECTION 33 PERSONNEL RECORDS**

The County and MCRNA agree that personnel records are not subject to public inspection.

All personnel records are and remain the property of the County.

Employees shall have the right to inspect and review any official record relating to his/her performance as an employee, which is kept or maintained by the County.

When any comment adverse to an employee's interest is entered in his/her official personnel records, the employee shall have opportunity to read the adverse entry.

Notwithstanding any other provision of this item, County and MCRNA agree that an employee is not entitled to inspect or review such documents as reference letters, background investigations, records pertaining to investigation of a possible criminal offense, or material designated confidential by law.

At his/her request, an employee shall be provided one (1) copy of any document placed in the employee's file except for employment applications and those documents listed above.

An employee, or a staff representative of MCRNA with the prior written consent of the employee, may upon request inspect that employee's personnel file during regular business hours by appointment.

The Appointing Authority shall keep the official personnel records of all employees within his/her department.

It is mutually recognized that all performance related materials contained within an employee's personnel file may provide material substance and support to proposed and imposed disciplinary actions. Nothing in this Agreement shall preclude the use of any material in an employee's personnel file from being used in any proceeding involving the decision of the Appointing Authority to take disciplinary action against the employee.

### **SECTION 34 TRANSFERS AND REASSIGNMENTS**

The County retains the sole right to transfer employees from one work site to another. Except when an immediate transfer is necessary to meet the requirements of the department, employees shall receive notice five (5) working days prior to the effective date of the transfer.

NMC: Transfer opportunities at Natividad Medical Center will be posted every Monday in the HR bulletin board outside the cafeteria and in the HR department

Health Department: The Health Department has work sites throughout the County. Health Department Human Resources will work collaboratively with the Association to establish an effective and efficient method for communicating transfer opportunities.

Employees who desire to be transferred within their respective job classes to a specific work location within their own department may submit a written request for transfer to the appropriate department representative. Such requests filed hereunder shall be retained for a period of one (1) year from date of filing and must be renewed if the employee still desires to be considered for reassignment beyond that date. Management shall respond to the request for transfer by notifying the employee of the status of their request within ninety (90) calendar days of its receipt.

When Management contemplates filling vacancies and/or openings by transferring employees from one work site or location to a different location, Management will consider the following criteria:

- The overall needs of the department
- Requirements of job
- Ability to perform job
- The duration and/or permanence of the transfer
- Length of service with the department

If the above criteria are equally met, the seniority of the employee with Natividad Medical Center or the Health Department shall determine selection.

The Natividad Medical Center Human Resources Department or Nursing Administration will send MCRNA copies of all employment vacancies at Natividad Medical Center.

### **SECTION 35 CLASSIFICATION STUDY REQUESTS**

The County Human Resources Director or his/her designee, NMC CEO or his/her designee will review the status of pending classification studies requests with a staff member of MCRNA no more than once every ninety (90) calendar days.

The decision of the County Human Resources Director his/her designee, NMC CEO or his/her designee with respect to the request shall not be subject to the grievance procedure.

In response to a written request from MCRNA for a classification study on a form prescribed by the Human Resources Division/Department, the Human Resources Division/Department shall acknowledge receipt of said request, and if a study is justified, indicate the target date for completion of the study within thirty (30) calendar days of receipt of said request.

If the request for a study is denied or if the results of a completed study are not satisfactory to MCRNA, MCRNA may file a written appeal of the denial or the results with the assigned Personnel Analyst. The Personnel Analyst must receive written appeals within ten (10) working days of receipt of the denial or results of the study.

If the denial or results of a study are not satisfactorily resolved with the analyst, MCRNA may appeal in writing to the NMC HR Administrator or the Health Department HR Manager indicating the specific justification for appeal of the Analyst's decision. If the denial or results

of a study are not satisfactorily resolved with the NMC HR Administrator or the Health Department HR Manager, MCRNA may appeal in writing to the Human Resources Director or his/her designee, NMC CEO or his/her designee indicating the specific justification for appeal of the NMC HR Administrator or the Health Department HR Manager's decision. Written appeals must be received by the NMC HR Administrator or the Health Department HR Manager or the Human Resources Director or his/her designee, NMC CEO or his/her designee within ten (10) working days of MCRNA's receipt of a response at the previous level. The decision of the Human Resources Director or his/her designee, NMC CEO or his/her designee shall be final.

The County Human Resources Director, NMC CEO or his/her designee will periodically review the status of pending classification studies requests with a staff member of MCRNA. This review will be scheduled to allow at least two (2) weeks between the time of review and the time of any action by the Board of Supervisors.

The provisions of this section shall not be subject to the grievance procedure.

### SECTION 36 PROFESSIONAL COMMITTEE

**Health Department PPC:** Management of the Health Department shall meet with County employee representatives of MCRNA at mutually scheduled hours during normal business hours to discuss issues of mutual concern.

**NMC Professional Standards Committee:** 1) The Professional Standards Committee will make policy recommendations and changes that establish and maintain the highest professional nursing standards. The Committee will make recommendations that relate to implementation and compliance with the requirements of all regulatory agencies. 2) The Professional Standards will include at a minimum three (3) staff nurses, two (2) Licensed Vocational Nurses, four (4) Nursing Managers, and the Hospital Chief Nursing Officer. MCRNA shall appoint the Staff Nurse Representatives to the Committee. 3) The Committee shall meet once a month or at least ten (10) times per year or more frequently as needed or requested by a majority of the Committee. Seven (7) days prior to any meeting, Committee members shall inform the Hospital Chief Nursing Officer of those topics they wish to discuss as the upcoming meeting. Nurses will receive straight time for any meeting(s), which may occur on non-work time, not to exceed two (2) hours per month per employee.

### SECTION 37 EDUCATIONAL LEAVE

A. Twenty four (24) hours from education leave will be eliminated and not provided to the employee on January 1, 2015. The monetary equivalent of 1.15% (percentage) will be rolled into base salary the first full pay period of January 2015. The 1.15% addition to base salary replaces the education hours previously provided for RN license renewal. The new maximum for Education Leave will be sixteen (16) hours granted for certification(s) only.

B. Compensated Voluntary Training Program

Employees shall be eligible for the Compensated Voluntary Training Program as provided in the Personnel Policies and Practices Resolution #05-044.

### **SECTION 38 NATIVIDAD MEDICAL CENTER R.N. CERTIFICATION LEAVE**

A. Certification Leave is only to be used to maintain existing certifications above and beyond basic RN licensing.

B. Unit employees shall be granted paid leave for certification purposes on a calendar year basis with administrative approval.

All eligible NMC R.N.s shall be granted up to eight (8) hours of certification leave for every five (5) continuing education units (CEU's) or in-service hours required for their certification per calendar year up to a maximum of sixteen (16) hours.

Eligible NMC R.N.s who obtain their certification shall show proof to Human Resources, and on the first pay period following the date proof is provided, shall be credited a prorated amount, to the nearest full hour, of certification leave based on the number of pay periods remaining in the calendar year. Once certified, the employee must submit proof of the certification to Human Resources every January to receive the certification hours.

Certification leave not used during any calendar year will be forfeited at the end of the calendar year. In the event an employee separates employment with the County, there is no monetary value to any unused certificate leave,

### **SECTION 39 EDUCATIONAL ASSISTANCE**

Employees shall be eligible for the Educational Assistance Program as provided in the Personnel Policies and Practices Resolution #98-394.

### **SECTION 40 COMPENSATED VOLUNTARY TRAINING PROGRAM**

Employees shall be eligible for the Compensated Voluntary Training Program as provided in the Personnel Policies and Practices Resolution #05-044.

### **SECTION 41 CONTRACTING OUT**

The County and MCRNA agree to implement and abide by the provisions of the policy on contracting out which was adopted on March 23, 1982, and any modifications thereto to which the parties may agree from time to time in-so-far as it involves work that has previously been performed by employees in the Health Care Unit. It is further agreed, however, that proposal to contract for work from third parties that involve labor costs of sixteen thousand two hundred fifty dollars (\$16,250) or less or for leases, lease-backs, lease purchases or other facility agreements, work required by law to be contracted out, and continuations of existing contracts are excluded from this section and the County may proceed with such contracts without notifying MCRNA.

Grievances alleging a violation of this policy shall be filed at step three. The only remedy, which may be ordered pursuant to such a grievance, is proper compliance with the policy.

The Board of Supervisors may proceed without meeting and discussing if circumstances justify emergency action. Advance written notice of six (6) working days of intention to proceed on such a basis shall be given to MCRNA prior to any Board action; provided nothing herein shall hamper the Board's lawful exercise of authority under state law in emergency situations.

#### **SECTION 42 PROBATIONARY PERIOD**

The duration of the probationary period for a newly appointed employee will be a minimum of nine (9) months. An employee, who has not worked 1,560 hours at the end of nine (9) months, will remain on probationary status for a minimum of either 1,560 hours worked or twelve (12) months, whichever comes first. Provided, however, employees transferred within the same class between the Health Department and Natividad Medical Center shall serve a probationary period of six (6) months. Such employees who have not worked one thousand forty (1,040) hours at the end of six (6) months will remain on probationary status for either one thousand forty (1,040) hours worked or nine (9) months, whichever comes first.

Probationary employees shall receive formal evaluations on or about the end of the fourth and eighth (4th and 8th) months and such additional evaluations as deemed appropriate by the department.

Employees who are reclassified into a new position shall not be required to serve a six month probationary period.

Hours worked for purposes of calculating the probationary period shall include paid leave time.

#### **SECTION 43 PERFORMANCE EVALUATIONS**

Performance evaluations are intended to provide feedback to employees regarding their performance of County duties. When an employee does not agree with the overall rating, which he/she receives on his/her written performance evaluation, he/she shall discuss and attempt to resolve the differences with his/her immediate supervisor.

If discussion with his/her immediate supervisor does not result in resolution of the differences, the employee may file a written request to meet with the next level of management. Said request shall state the unresolved issues and the specific changes in the written performance evaluation, which the employee is seeking. The appropriate manager shall meet with the employee to discuss the unresolved issues.

If the issues are not resolved to the employee's satisfaction following discussion with the appropriate manager, the employee may within ten (10) working days file a written request for a meeting with the department head. Within ten (10) working days of receipt of a written request stating the unresolved issues and the desired changes in the written performance evaluation, the department head shall meet with the employee to discuss the issues. Within

ten (10) working days of said meeting, the department head shall respond in writing to the employee. The decision of the department head shall be final and not subject to the grievance procedure. An employee may submit a written response to his/her evaluation that shall be placed in his/her Personnel file.

#### **SECTION 44 LONGEVITY PREMIUM PAY**

Unit employees, who accrue ten (10) consecutive years of service, shall receive a premium pay of three percent (3%) of their base wage. Unit employees, who accrue fifteen (15) consecutive years of service, shall receive a premium pay totaling six percent (6%) of their base wage. Unit employees, who accrue twenty (20) consecutive years of service, shall receive a premium pay totaling nine percent (9%) of their base wage.

Consecutive service years include service time worked as a Per Diem, temporary, part-time, or full-time employee as long as there was no break in service greater than four (4) pay periods. Time while on protected leave(s) is considered for service credit. Per Diem, temporary, and part-time service time will not be pro-rated based on hours.

The Longevity premium pay will be reported in accordance with PERS regulations section 571A.

#### **SECTION 45 "SCRUBS" UNIFORMS**

The hospital will provide scrub clothes to be used by Nurses in Labor and Delivery, Nursery, and Operating Room.

Nurses in Labor and Delivery, Nursery, and the Operating Room are required to put on their scrubs after they have clocked in for their shift. These Nurses have ten minutes maximum to put on their scrubs after they have clocked in and before they report to the floor. Nurses not listed in paragraph 1 above may wear scrubs to be purchased, at the worker's expense. Nurses in these units will be responsible for laundry and maintenance of their scrubs.

#### **SECTION 46 NURSES DEVELOPMENT CERTIFICATION STIPEND**

##### **Natividad Medical Center**

On the first full pay period of each new calendar year, NMC employees will receive a Nurses Development Certification stipend of \$250 to be used toward the cost associated with taking classes in preparation of mandatory testing for renewal of professional nursing certificates. Employees in unpaid leave of absence status as of this date shall also be entitled to this stipend in the pay period following that in which the employee returns to active paid status. Taxes and CalPERS eligibility shall be determined by the Auditor-Controller.

## **Health Department**

On the first full pay period of each new calendar year, Health Department employees will receive a Nurses Development Certification stipend of \$150 to be used toward the cost associated with taking classes in preparation of mandatory testing for renewal of professional nursing certificates. Employees in unpaid leave of absence status as of this date shall also be entitled to this stipend in the pay period following that in which the employee returns to active paid status. Taxes and CalPERS eligibility shall be determined by the Auditor-Controller.

### **SECTION 47 REQUIRED NOTICE**

In the event Natividad Medical Center anticipates a pending merger, sale, closure, leasing assignment, divestiture, or other transfer of ownership and/or management of its operations in whole or in part, MCRNA shall be notified in writing sixty (60) days prior to the effective date of such action. The County agrees to arrange a meeting between the successor employer and MCRNA for the purpose of discussing a smooth transition of operations, employee wages, hours, working conditions, and MCRNA recognition. The County also agrees to provide MCRNA a list of names and addresses of all Unit member employees.

This Section shall not be subject to the grievance procedure.

### **SECTION 48 CONCERTED ACTIVITIES**

The parties to this agreement recognize and acknowledge that the services performed by the County employees covered by this agreement are essential to the public health, safety, and general welfare of the residents of the County of Monterey. MCRNA agrees that under no circumstances will MCRNA recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the bargaining unit take part in, any strike, sit-down, stay-in, sick-out, slow-down, or picketing (hereinafter collectively referred to as work-stoppage), in any office or department of the County, nor to curtail any work or restrict any production, or interfere with any operation of the County. In the event of any such work stoppage by any member of the bargaining unit, the County shall not be required to negotiate on the merits of any dispute, which may have given rise to such work stoppage until said work stoppage has ceased.

In the event of any work stoppage, during the term of this agreement, whether by MCRNA or by any member of the bargaining unit, MCRNA by its officers, shall immediately declare in writing and publicize that such work stoppage is illegal and unauthorized and further direct its members in writing to cease the said conduct and resume work. Copies of such written notice shall be served upon the County. In the event of any work stoppage MCRNA promptly and in good faith performs the obligations of this paragraph, and providing MCRNA had not otherwise authorized such work stoppage, MCRNA shall not be liable for any damages caused by the violation of this provision. The County shall have the right to discipline, to include discharge, any employee who instigates, participates in, or gives leadership to, any work-stoppage



activity herein prohibited, and the County shall also have the right to seek full legal redress, including damages, as against any such employee.

#### **SECTION 49 EMERGENCY AUTHORITY**

Nothing contained herein shall be construed to limit the authority of the County to make changes for the purpose of preparing for or meeting an emergency. For the purposes of this section, changes in law or circumstances that significantly reduce currently existing revenue levels, shall be included within the definition of an emergency. Such emergency actions shall not extend beyond the period of the emergency.

Whenever practicable, the County will meet and consult with MCRNA prior to taking action under the authority of this section. After taking action under the authority of this section, the County, upon request, will meet and confer with MCRNA over the practical consequences that the emergency action taken had on those terms and conditions of employment that are within the scope of representation.

#### **SECTION 50 SEPARABILITY**

If any section, subsection, paragraph, clause or phrase of this agreement is, for any reason, held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this agreement, it being hereby expressly declared that this document, each section, subsection, paragraph, sentence, clause and phrase thereof, would have been adopted irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

#### **SECTION 51 NMC NURSE/PATIENT STAFFING RATIOS**

NMC will be in compliance with nurse to patient unit ratios as listed in Title 22, Section 70217(a). Any perceived violations will initially be addressed internally within NMC and if not satisfactorily resolved, the Association maintains the right to file a complaint with the appropriate agency.

#### **SECTION 52 FULL UNDERSTANDING MODIFICATION, WAIVER**

It is intended that this agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

Existing matters within the scope of representation which are not referenced in the Memorandum of Understanding and which are subject to the meet and confer process shall

