

***MEMORANDUM  
OF  
UNDERSTANDING***

***Between***

***County of Monterey***

***And***

***California Nurses' Association***

***September 1, 2022 through August 31, 2026***



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## ARTICLE 1 PARTIES

This Agreement is made and entered into between the County of Monterey (hereinafter the "County"), and the California Nurses' Association (hereinafter the "Association") 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.

## ARTICLE 2 TERM

The term of this Memorandum of Understanding is from September 1, 2022 to August 31, 2026 when said Memorandum shall expire.

## ARTICLE 3 RECOGNITION

**3.1** The County recognizes California Nurses' Association (CNA) as the sole and exclusive bargaining agent for all permanent employees in classifications recognized as part of bargaining unit S.

### **3.2 Scope of Unit**

This Agreement shall cover all classifications listed in Appendix A and shall be updated as appropriate.

### **3.2. New Operations**

1. The County shall notify the Association in writing in the event the qualifications of a classification specification listed in Appendix A are substantively changed or effect terms and conditions of employment. The County shall also provide notification if a new classification specification which will be represented by the Association is created.

2. Upon written request made by the Association, the County shall meet regarding substantive changes to the qualifications of existing classification specifications, as legally required.

## ARTICLE 4 NON-DISCRIMINATION & HARASSMENT

Employees may elect to exercise their right to join and participate in the activities of CNA 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 CNA.

CNA 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, other legally protected status, or CNA membership.

The County is committed to providing a work environment free from discrimination and unlawful harassment. The County will not tolerate any illegal conduct including written, verbal, or physical

conduct targeting an individual based on any of the characteristics described above or otherwise protected by law. The County's anti-harassment policy is publicly available to Nurses, patients, visitors, physicians, and all other hospital employees.

The County strictly prohibits any adverse action or retaliation against an employee for participating in an investigation of alleged violation of this policy. If an employee feels that he or she is being retaliated against, the employee shall immediately contact their supervisor, manager, Department Head, Human Resources, or the Civil Rights Office. In addition, if an employee observes retaliation by another employee, supervisor, manager, or nonemployee, he or she should immediately report the incident to the individuals identified above. A Nurse who reports unlawful discrimination or harassment as defined in this Article, shall have the opportunity to be accompanied by a CNA Representative to any meeting(s) related to the complaint.

Any party alleging a violation of their rights under this section may file a grievance pursuant to the Grievance Procedure Section of this MOU 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.

## **ARTICLE 5 CALIFORNIA NURSES ASSOCIATION RIGHTS**

### **5.1 Representation**

The California Nurses Association, hereinafter "the Association," has the exclusive right to represent employees in the represented bargaining units as specified by state law and pursuant to the County Employer-Employee Relations Resolution. The Association will notify the County and maintain such notice during the term of this Agreement of its elected Nurse Representatives.

The Association shall be given reasonable release time for five (5) bargaining unit members and one (1) per diem representative to meet and confer with the County. The Association will not select more than one representative from a 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).

The Association 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 Association Nurse Representatives**

The Association may appoint Nurses who are employed by the County to serve as official Nurse Representatives. The County shall be notified in writing of such appointments.

The function of the Nurse Representatives shall be to inform Nurses regarding rights and responsibilities under this Agreement, to ascertain that terms and conditions of the Agreement are observed, to investigate grievances, to assist in matters relating to employer/employee relations, to participate in the steps of the Grievance Procedure, and to represent Nurses, when requested to do so, in Investigatory and Skelly Meetings. Nurse Representatives shall perform these functions during both on and off-duty hours.

Association Nurse 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 the Association, 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 Association Nurse Representatives to attend official meetings.

### **5.3 Association New Employee Orientation**

The County shall provide notice to the Association and allow Association representatives thirty (30) minutes of the agenda during department scheduled new employee orientation programs to provide information regarding the benefits and obligations of Association membership. Current employees transferring into a position represented by the Association shall be authorized to attend this portion of the New Employee Orientation. The Association Representative shall not make any comments that malign the County, its employees or officials.

### **5.4 Association Access**

A. Authorized Association staff representatives shall have reasonable access to work locations in which covered employees are employed for the purposes of transmitting information for representation purposes. Authorized Association staff representatives desiring access shall receive clearance from a Human Resources representative at either Natividad Medical Center (NMC) or the Health Department, after the authorized representative provides reasonable notice to the departmental Human Resources representative of the purpose of the visit. Consistent with State law, the departmental Human Resources representative may restrict access to the work location if granting access will interfere with the operations of the department or facility in which event the departmental Human Resources representative will offer an alternative time and/or location for the visit. Consistent with existing law, the County's procedures regarding Association access shall be necessary to the efficient operation of the departments and shall not be overly broad or unnecessarily interfere with the Association's exercise of statutory rights.

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

#### **B. Association Access Procedures for NMC**

Association representatives will place a call to Natividad Human Resources for interviews and contact with Association members. Upon entry to any Natividad facility, the Association staff representative will contact the Human Resources representative 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 Association representative will call the Human Resources representative upon entry to or exit from the facility.

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

### **5.5 Bulletin Boards**

A bulletin board will be designated for the Association in at least one (1) breakroom or alternate space in each floor of Natividad and the Health Department. Management will not place notices, documents, etc. on the Association designated area of the boards.

All material shall clearly state that it is prepared and authorized by the Association.

The Association 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 Association Security**

### **A. General Conditions**

All Nurses covered by the terms of this Agreement may become and remain members in good standing of the Association. No Nurse shall be required to join the Association as a condition of employment at the County.

### **B. Association Deductions**

1. Each Nurse who is a member of the Association or authorizes Association deductions shall have the Association deductions deducted as provided in this Article.

2. The Association will certify to the County to begin deductions or to cease deductions from the salaries of bargaining unit Nurses. Such certification shall occur no later than the 15th of the month for the following monthly or bi-weekly payroll cycle. Such deductions shall be delivered to the County in an Excel (.xls) format.

3. The Association will deliver an electronic file in Excel (.xls) format to the County's appropriate office on a rolling basis.

4. The County will deduct union membership dues from wages beginning the first pay period of each month, following receipt of such authorization by the Auditor-Controller's Office.

The County agrees to deduct dues for bargaining unit members as approved by CNA Board of Directors and consistent with the County's technological abilities.

In accordance with Senate Bill 866, the union will indemnify the County for any claims made by employees as a result of the payroll deductions.

5. The Association dues will be deducted the first pay period of each month and will be remitted to the Association, along with a list of the employee numbers and names within 5 (five) workdays of pay day. This deduction report shall be submitted in an electronic format for importing and posting purposes.

6. The County shall remit a list showing the names of payees and the amounts deducted and remitted.

7. No Nurse shall be dropped from Association membership until requested by the Association, or required by law.

8. The County shall direct all bargaining unit member questions regarding Association membership to the Association.

9. A comprehensive list of all employees covered by this MOU will be submitted by the County to the Association each month with the following information: Full Name, Home Address, Home Phone, Employee Number, Bargaining Unit, Job Classification, Department, Work Location, Work

Phone, Hourly Rate or Salary, and Date of Hire. This list should be sent in an electronic format that both the Association and the County agree upon.

10. Upon notification as provided above, the County agrees to deduct for the California Nurses Association's (CNA's) Political Action and Education Fund, provided the authorization for regular recurring payroll deductions and is not used for one-time payroll deductions.

### **C. Indemnification**

It is specifically agreed that the County assumes no obligation or liability, financial or otherwise, arising out of the provisions of this Article. The Association shall inform the County once a year of the amount of the monthly dues under this provision. Such notice should be sent in time to provide for appropriate programming. Further, the Association hereby agrees that it will reimburse the County for any costs and indemnify and hold the County harmless from any claims, actions, or proceedings by any person or entity, arising from deductions made by the County pursuant to this Section.

### **D. Correction of Errors**

If, through inadvertence or error, the County fails to make authorized deductions, or any part thereof, the County shall assume no responsibility to correct such omission or error retroactively. Once the funds are remitted to the designated representatives of the Association, their disposition thereafter shall be the sole and exclusive responsibility of the Association. It is expressly understood and agreed that the Association shall refund to the Nurse any deductions erroneously withheld from a Nurse's wages by the County and paid to the Association. In the event the Association fails to refund such deductions within a reasonable period of time following notification of the error, the County will make such refund and deduct the amount from the amount due to the Association.

### **E. Fees for Providing Payroll Deductions**

For the purpose of voluntary deductions for the Association's Political Action and Education Fund, fees deducted for administration shall not exceed the actual costs incurred by the County to establish such deductions.

### **5.7 Use of County Mail System**

The Association 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 Association Representatives.
- 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 Information Technology Appropriate Use Policy could result in the permanent revocation of this privilege.

## **ARTICLE 6 SAFETY**

This section, in all its entirety, is not subject to the grievance procedure.

### **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.

CNA 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 CNA shall participate in a countywide Health and Safety Committee which shall meet as requested by either party, but no more than once in a two (2) month period, 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 CNA. 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 CNA in a timely manner.

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

The Hospital Environment of Care Committee shall consist of an equal number of bargaining unit and management representatives. 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 Possible Future Pandemics**

The County agrees that in the event that a future pandemic related emergency is declared by the State of California, or Monterey County the County agrees to convene a meeting with CNA leadership related to potential impacts to Natividad and the Health Department.

## **6.6 Natividad Infectious Disease Task Force**

Natividad and the CNA agree to create an infectious disease task force (IDTF) comprised of three (3) representatives appointed by the Association and three (3) management representatives appointed by the Chief Nursing Officer. The IDTF shall meet twice per year.

**6.6.1** In the event the County Public Health Department declares a public health emergency that impacts Natividad facilities, the IDTF shall meet as soon as practicable. Thereafter, the IDTF shall meet as needed.

**6.6.2** Time spent by Association representatives in IDTF meetings shall be paid at the employee's base rate of pay. Association representatives shall not suffer any loss of seniority, PTO accrual or other benefits.

**6.6.3** The IDTF shall discuss Natividad's preparedness and response to a public health emergency including but not limited to Personal Protective Equipment (PPE) and evaluation of the County's exposure control plans.

**6.6.4** Upon mutual agreement by IDTF, Natividad will review and submit the IDTF recommendations to administration. Administration shall provide a written response to the recommendations.

## **ARTICLE 7 PREVENTION OF WORKPLACE VIOLENCE**

The County of Monterey is committed to providing and maintaining a safe work environment free from the threat of violence, aggression, intimidation, harassment or retaliation for all employees and the public. It is the policy of the County of Monterey that threats of violence or violent behavior, direct or implied, will not be tolerated in the workplace. As such Natividad and the Health Department remain committed to adhering to the County of Monterey Workplace Violence Policy and Natividad's Workplace Violence Prevention Plan Interdisciplinary Policy.

Natividad and the Health Department shall meet with the Association to discuss concerns related to workplace violence for their corresponding departments as mutually agreed, but no more than four (4) times per year.

## **ARTICLE 8 PROFESSIONAL PERFORMANCE COMMITTEE**

Any payment to nurses who attend committee meetings as listed in this Article shall not constitute time worked for any purpose under this Agreement and will not count toward the calculation of overtime. The Professional Performance Committee shall be comprised of bargaining unit members only.

**Limitations**

Disputes between the PPC and the County regarding the PPC objectives are not subject to the grievance procedure.

**8.1 Health Department PPC:**

Monterey County Health Department and CNA agree that Unit S Nurses employed by the Health Department/Clinics will meet monthly. The purpose of the committee shall be to constructively consider and make recommendations to improve nursing practice and patient care, including health and safety matters and the use of technology as it relates to the practice of nursing. These recommendations shall not be part of this Agreement. Employees must attempt to resolve concerns related to the above with their immediate supervisor prior to submitting such concerns to the Professional Performance Committee.

**8.1 (a) Composition**

The composition of the Health Department PPC shall be composed of three (3) registered nurses elected by the bargaining unit members every two years, provided that not more than two (2) Unit S nurses come from either Public Health or Clinics. The Health Department Human Resources Manager will be notified of the names of the members of the Committee and will in turn notify appropriate Public Health and Clinics.

**8.1 (b) Committee Membership and Meetings**

The Professional Performance Committee shall be composed of one (1) PPC Chairperson and two (2) Nurses covered by this Agreement who are currently employed by Monterey County Health Department. The Professional Performance Committee shall schedule one meeting every month. The schedule of PPC meetings shall be provided to the Health Department management designee six (6) months at a time for scheduling purposes.

Each Committee member shall be entitled to a maximum of two (2) hours' pay a month at the nurse's base rate for the purpose of attending such Committee meeting or meetings. The Health Department/Clinics will provide reasonable release time to allow Committee members' to attend PPC. The Professional Performance Committee shall prepare an agenda and keep minutes of all meetings, a copy of which shall be provided to the Health Department Human Resources Manager.

**8.2 Natividad****8.2.1 Objective and Scope/Composition**

Parties agree to form a Professional Performance Committee (PPC) of bargaining unit nurses. The purpose of the committee shall be to constructively consider and make recommendations to improve nursing practice and patient care, including health and safety matters and the use of technology as it relates to the practice of nursing. These recommendations shall not be part of this Agreement. Employees must attempt to resolve concerns related to the above with their immediate supervisor prior to submitting such concerns to the Professional Performance Committee.

**8.2.2 Composition**

The Professional Performance Committee shall be composed of twelve (12) registered nurses elected by the bargaining unit members every two years, provided that not more than one (1) registered nurse comes from each nursing unit. The Chief Nursing Officer (CNO) will be notified of the names of the members of the Committee.

### **8.2.3 Committee Membership and Meetings**

The Professional Performance Committee shall be composed of one (1) PPC Chairperson and (11) Registered Nurses covered by this Agreement who are currently employed by Monterey County. The Professional Performance Committee shall schedule one meeting per month. The schedule of PPC meetings shall be provided to the County six (6) months at a time for scheduling purposes.

Each Committee member shall be entitled to a maximum of two (2) hours' pay a month at the nurse's base rate for the purpose of attending such Committee meeting or meetings. The Hospital will provide reasonable release time to allow Committee members' to attend PPC. Meetings will not be scheduled to conflict with employees' schedules. The Professional Performance Committee shall prepare an agenda and keep minutes of all meetings, a copy of which shall be provided to the Hospital Chief Nursing Officer (CNO).

### **8.2.4 Function**

The Professional Performance Committee shall act as an advisory body to Nursing Service and Administration. The County will consider such recommendations as are made by the Professional Performance Committee.

The objectives of the Professional Performance Committee shall be:

1. To concern itself with standards for professional practice to nurses;
2. To work constructively for the improvement of patient care and nursing practice;
3. To recommend ways and means to improve patient care;
4. To recommend ways and means to improve in-service education and training;
5. To work jointly with the County/Nursing Administration to provide and maintain a system which identifies patient needs for registered nursing care.
6. Recommendations will be considered relating to the assignment of nursing personnel with due regard to patient needs.

### **8.2.5 Notification Procedure**

In the event a nurse has a nursing practice concern:

1. The Registered Nurse shall notify his or her Director or Supervisor of the concern when in house, and in their absence, notify the House Supervisor in an attempt to resolve the matter informally.
2. If no remedy is provided under (1) above, Assignment Despite Objection (ADOs) Forms and Communication – Nurses who have concerns about patient safety and nursing practice in regards to their assignment may complete and submit an ADO form to Nursing Administration. The Registered Nurse may submit a copy to the PPC.
3. On a monthly basis, the CNO or a Manager designee and two (2) members of the PPC will meet to review the ADOs and discuss nursing practice concerns which have been submitted to review for nursing process improvement. The parties shall exchange copies of ADOs or nursing practice concerns received by Management within the month. The Professional Performance Committee and Nursing Administration shall consider any nursing process concern and, if appropriate, shall make a joint recommendation to the CNO in writing. If a joint recommendation cannot be made, then the PPC may make a separate recommendation.

4. If the nursing process issue is not resolved in a timely fashion, the matter will be referred to the CNO. Parties may discuss and mutually agree to an alternate process to address unresolved concerns.

#### **8.2.6 Nursing Practice Review Committee**

At the request of either party, a difference of opinion between the PPC and Administration concerning matters falling within the PPC's objectives (paragraph above) will be handled by being referred to the Nursing Practice Review Committee. The Committee will be exclusive means for resolving any such differences of opinion and shall be composed of:

- The Executive Director of CNA or his/her designee, and one (1) elected Staff Nurse member of the PPC;
- Two (2) members designated by Natividad.

A meeting of the Nursing Practice Review Committee shall be held within ten (10) days of the referral (unless the Committee mutually agrees otherwise) for the purpose of jointly reviewing the original nursing practice issue presented by the Professional Practice Committee, together with a summary of the information exchanged between the parties on the nursing practice issue since its original presentation and to begin joint explorations leading to resolution of the matter. Any representative on the Nursing Practice Review Committee may request and shall receive relevant information from the representative of the other party, or may introduce further relevant information. The recommendation of the Nursing Practice Review Committee shall be reached within (30) days of the Committee's meeting.

No recommendation shall become effective unless a majority of the Nursing Practice Review Committee concurs

### **ARTICLE 9 CLINICAL POLICIES**

#### **Purpose**

The County of Monterey shall review and revise policies and procedures as is necessary. Clinical policies and procedures shall be based on current standards of nursing practice and shall be consistent with the nursing process, which includes, but is not limited to: assessment, diagnosis, planning, intervention, evaluation; and, as circumstances require, patient education/advocacy as relevant.

#### **Composition**

Registered Nurses designated by the Association may provide input to the Department Director/Manager regarding clinical policy needs. The County shall establish an implementation process so that Registered Nurses have received and reviewed the policies.

### **ARTICLE 10 NATIVIDAD STANDARDS OF COMPETENT PERFORMANCE/NURSING PROCESS STANDARDS**

Monterey County (hereinafter, "the County") and the California Nurses Association (hereinafter, "the Association") agree that achievement of the County's goals for its core measures and its patient safety satisfaction standards is vital to the future of Natividad and its employees.

The Parties agree, in order to insure maximum utilization of the experience and expertise possessed by Natividad's Registered Nurses, and so as to facilitate a discussion of patient care issues reflected in all proposals submitted by the Association ("the Association's Proposals"), to form a committee (the "Committee to Discuss the Association Proposals", referred to below for the sake of simplicity as the "Committee") which shall possess the authority and function as described below.

The Committee will meet annually, for the life of this Agreement, for a minimum of two (2) hours, unless otherwise mutually agreed on any given occasion to discuss the Association's Proposals, including, but not limited to, the following:

- Meals and breaks coverage
- Use of a "Resource Nurse" classification
- Role of the "Charge Nurse" classification under Title 22
- "Matrix" vs. "Acuity"
- "Learning" vs. "punitive" environment
- Nurse coverage in small units
- Encouraging nurses to recommend ways and means of improving patient safety and satisfaction and the utilization of personnel

Both Parties will be represented by three (3) individuals.

Subject to patient care and staffing considerations, any Registered Nurse designated by the Association to serve as a representative on the Committee shall be eligible for release from , their unit assignments, if necessary. Such Registered Nurse representatives shall be compensated by the County for time actually spent attending a Committee meeting, at the Registered Nurse's straight time hourly rate of pay.

The Committee shall not possess authority in the nature of that defined for the "Professional Performance Committee" and the "Nursing Practice Review Committee" provided in Association Proposals to the Employer. Rather, the authority of the Committee shall be limited to discussing the Association's Proposals and making recommendations to Natividad Administration and the Association, such recommendations shall not be binding upon either of the Parties.

The Parties agree that the "grievance" and "arbitration" provisions set forth in ARTICLE 27 of the Agreement shall not apply in any manner to the authority and functioning of the Committee, such that neither the County nor the Association shall have the right to pursue any disagreement of any nature between the Parties related to the authority and/or functioning of the Committee pursuant to ARTICLE 27 Grievance Procedure of the Agreement.

## **ARTICLE 11 TECHNOLOGY**

Technology in Natividad should be consistent with the provisions of safe, therapeutic, effective care which promotes patient safety through the ability of the RN to follow the Nursing Process. If CNA is concerned that the implementation of technology by Natividad may result in layoffs pursuant to Article 29, Layoff Procedure, Natividad agrees to meet with CNA within thirty(30) days to discuss such concerns.

Natividad has established a Nursing Informatics Clinical Experts (NICE) which is responsible for integrating nursing knowledge with the management of information, communication technologies, and the electronic health record to support safe patient centered care, data sharing, and meaningful use. NICE analyzes, designs, implements, and evaluates information and communication systems that enhance health outcomes, improves patient care, and strengthens the clinician-patient relationship. CNA may assign one (1) member to NICE. The CNA representative shall be paid for the actual time spent attending NICE meetings.

## ARTICLE 12 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.

## ARTICLE 13 WAGES

### **Wage Adjustments**

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

- Year 1: 6% effective the first full pay period following Association ratification and Board approval.
- Year 2: 4% effective the first full pay period following July 1, 2023.
- Year 3: 4% effective the first full pay period following July 1, 2024.
- Year 4: 3% effective the first full pay period following July 1, 2025.

**Reopener:** Effective July 1, 2018, in the event that the Affordable Care Act is repealed and Natividad Medical Center and/or the Health Department experience a significant impact to its revenue; the County may request to meet with the Union to confer regarding changed circumstances.

## ARTICLE 14 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 for all units except Mother Infant Unit:

1. Anyone who wishes to volunteer for call off will be considered
2. County permanent employees on overtime or who will accrue overtime on that shift
3. Traveler Agency/Registry Temporaries
4. County temporaries and per-diems
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.** The order of call off shall be as follows for Mother Infant Unit:

1. Anyone who wishes to volunteer for call off will be considered
2. County permanent employees on overtime or who accrue overtime on that shift
3. Employees working extra shifts beyond their assigned FTE
4. Traveler Agency/Registry Temporaries
5. County temporaries and per-diems
6. County permanent employees (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)

**C.** 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 record consisting of the time/date of the call of each attempt to contact the employee. The employee shall be responsible for insuring that NMC is utilizing a valid, current contact number.

**D.** 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/On-Call, at the Standby/On-Call rate. Should the employee be called back while on Standby/On-Call, the employee will receive straight time for the remainder of their regularly scheduled shift.

**E.** 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.

**F.** An employee may only be called off for the first four (4) hours or full shift except by mutual agreement of the employee and the County.

An employee may only be called off at the beginning of their scheduled shift.

**G.** 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 and compensatory time used for a call-off day or partial call-off day will not be counted toward the work week.

**H.** An employee may not be called off for more than half of employees appointed Full Time Equivalent in any two consecutive pay periods, during which time the employee's insurance benefits will continue.

**I.** 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.

**J.** In the event the call off order is not followed as listed above the employee who was inappropriately called off shall receive 4 hours of straight time pay for the missed shift. This error pay is for 8, 10 or 12 hour shifts only.

## ARTICLE 15 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.

### **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.** 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.

Nurse Practitioners assigned to Neonatal Intensive Care Unit or the Emergency Department/Trauma Service are assigned 24 hour shifts, unless specifically hired as a twelve (12) hour shift. Nurse Practitioners specifically hired as a twelve (12) hour shift shall be exempted from the same special pay provisions that twenty-four (24) hour shifts are currently exempted from (i.e. Section 16.1.C).

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.

### **C. 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:

- Credit for compensatory time off shall be reported on payroll sheets submitted to the

Auditor-Controller each pay period, and a balance shall be reflected on the employee's check stub. The Appointing 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.

2. Pay at the rate of one and one-half (1 ½) times the employee's regular rate of pay.

3. Employees in overtime eligible classes shall be compensated for work in excess of consecutive hours greater than twelve hours and fifteen minutes (12:15) as authorized by their Appointing Authority by cash payment at the rate of two (2) times the employee's base rate of pay.

4. The Appointing Authority shall determine the method of compensation after consulting the affected employee.

**D.** 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.

Regular rate of pay shall be the rate of pay calculated as provided for by the Fair Labor Standards Act.

For non-exempt employees, hours and the corresponding dollar values of: Paid Time Off ( PTO-vacation, PTO-sick, PTO-Call-Off, PTO-Bereavement), Compensatory time, County Holidays, Annual Leave-vacation and Annual Leave-sick shall not be counted as hours worked for purposes of determining overtime eligibility.

**E.** 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: County holidays and Annual Leave shall be counted as hours worked for purposes of determining overtime. Compensatory time 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.

**F.** 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 twenty-four (24) hours per pay period and shall be paid at straight time. The County shall, upon written request, provide CNA with the number of hours worked by each employee under this subsection.

**G.** 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.

## ARTICLE 16 PAY CHECK ERRORS

### 16.1 Overpayment

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.

### 16.2 Underpayment

Where a payroll underpayment occurs, solely due to an employer error, Natividad the department will work with the impacted employee and the Auditor-Controller's Office to expedite payment, on a case by case basis. The department and the Auditor-Controller will work towards correcting the employer error as soon as possible or within the next full pay period.

## ARTICLE 17 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.

## ARTICLE 18 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.

## ARTICLE 19 MEAL BREAKS FOR NON-EXEMPT EMPLOYEES

### 19.1 Meal Period

Non-exempt Nurses who work scheduled shifts of six (6) hours or more are entitled to a duty free unpaid meal period of thirty (30) minutes. The meal period shall be observed and scheduled per the applicable department's practice. The meal period should be taken at a location remote from the normal place of duty, such as the employee breakroom.

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.

### 19.2 Meal Period Waivers

Non-exempt Nurses who do not work more than six (6) hours in a work day or nurses who choose to do so may voluntarily elect to waive the meal period. Any meal period waiver must be in writing, signed by the employee and supervisor in advance, or recorded in the time clock system. Waivers may be revoked by the non-exempt Nurse at any time.

**ARTICLE 20 SPECIAL PAY PRACTICES**

**20.1 Shift Differentials - NMC**

Only hours worked within the differential periods listed below will be eligible for the differential pay. For shifts worked which span both evening and night shifts the shift differential will only be paid according to the differential in which the actual hours worked fall/occur.

A. An evening shift differential of three dollars (\$3.00) 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 three dollars (\$3.00) for the hours worked after 2:45 p.m.

B. A night shift differential of four dollars and fifty cents (\$4.50) 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 7:00 a.m.

C. All twenty-four shifts are excluded from shift differential pay.

**20.2 Weekend Differential - NMC**

A weekend differential of one dollar and twenty-five cents (\$1.25) per hour shall be paid for all hours worked between the hours of 12:01 a.m. and 11:59 p.m. on a Saturday and/or Sunday.

**20.3 Standby/On-Call - NMC**

NMC may place employees on Standby/On-Call duty. Standby/On-Call 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/On-Call 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/On-Call.

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/On-Call pay at the rate of twelve dollars (\$12) per hour.

Infection Control Nurse
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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/On-Call pay at the rate of thirty-one dollars (\$31.00) per hour.

Staff Nurse I/II/III assigned to the Operating Room
-----------------------------------------------------

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/On-Call pay at the rate of twenty-two dollars \$22.00 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/On-Call. Employees placed on Standby/On-Call may likewise be required, pursuant to the Floating-NMC section of this MOU, to float to any unit as required by workload needs. Such employees will receive three dollars and twelve cents (\$3.12) per hour of float differential in accordance with Floating-NMC section of this MOU.

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 CNA.

#### 20.4 **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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#### 20.5 **Call-Back - NMC**

In those situations where an employee who is not on Standby/On-Call 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.

An employee assigned to Natividad Medical Center's Information Technology, who is not on Standby/On-Call, who can resolve the work-related issue while on the telephone and is not required to return to the work site, shall be compensated at the regular rate of pay for one hour. Any additional telephone calls that are received within that one hour period shall not result in any additional compensation unless the phone call required the employee to report to the work site, wherein the employee shall be compensated appropriately. Any telephone calls received after the one hour period, will entitle the employee to another one hour of compensation at the regular rate of pay.

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:** After leaving the place of employment an employee 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.

#### **20.6 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.

#### **20.7 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.

#### **20.8 Charge Pay - NMC**

A charge pay premium pay of five dollars (\$5.00) per hour shall be paid to Staff Nurse IIs as authorized by Management of the hospital for hours worked and designated as charge nurse for a nursing unit.

A charge pay premium of two dollars (\$2.00) per hour shall be paid to Staff IIIs as authorized by Management of the hospital for hours worked and designated as charge nurse for a nursing unit with the exception of those that qualify for the below.

As negotiated under the previously recognized Monterey County Registered Nurses' Association, Staff Nurse IIIs receiving a five percent (5%) differential for all hours worked shall continue to receive the differential and shall not be eligible for the charge pay premium of two dollars (\$2.00) per hour as defined above.

#### **20.9 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 three dollars and twelve cents (\$3.12) per hour 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, Pediatrics
- Medical Surgical (includes Intermediate Care), Acute Rehabilitation Unit (ARU\*), \*ARU staff will not care for telemetry patients
- Intensive Care Unit (ICU), Medical Surgical (Intermediate Care only).
- Operating Room, Outpatient Post Surgery Services (OPSS), PACU, Interventional Radiology
- 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. ARU staff will not be trained to care for telemetry patients

- 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, Pediatrics
- Medical Surgical Unit, Acute Rehabilitation Unit (ARU), Intensive Care Unit (ICU),
- Intensive Care Unit (ICU), Emergency Room (ER)
- Operating Room, Outpatient Post Surgery Services (OPSS), PACU, Interventional Radiology

- ARU, Mental Health

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.

#### **20.10 Educational Differential for Advanced Degrees**

The County shall pay an educational differential, as listed in this section, for degrees achieved above the degree required by the minimum qualifications or required by law for the classification

For example: Should a Bachelor's Degree in Nursing or Public Health be required for the classification, an employee who possesses a Master's Degree in Nursing or Public Health shall receive one dollar and twenty cents (\$1.20) per hour.

Unit S members who possess an eligible Bachelor's Degree in Nursing shall receive one dollar and twenty cents (\$1.20) per hour.

Unit S members who possess an eligible Master's Degree in Nursing or Public Health shall receive one dollar and twenty cents (\$1.20) per hour.

The Educational Differential for a Master of Public Health degree is only applicable for Health Department employees.

The maximum amount Unit S members can receive is two dollars and forty cents (\$2.40) with the appropriate combination of Bachelor's (BSN) and Master's Degree (MSN or MPH) as outlined above in this section.

Only degrees from accredited institutions will be recognized.

#### **20.11 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.

#### **20.12 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).

#### **20.13 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 fifteen cents per hour (\$1.15). Each qualified employee is entitled to a maximum of one per-hour certification pay augmentation, regardless of how many certifications the employee holds. 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.

To continue to receive Certification Pay, employees shall notify the NMC Human Resources Department, in writing, at least thirty (30) days prior to the expiration of a certificate and provide the updated certification.



The notification for Certification Pay is different than the request for Certificate Leave hours set forth in the Certification Leave section and must be made specifically for it.

**Certifications:**

**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.
- Certification in Infection Control (CIC) or Association Infection Prevention and Control (a-IPC) from Certification Board of Infection Control and Epidemiology (CD/TB)

**Quality Department**

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

**Emergency Room/Trauma**

- Certified Emergency Nurse (CEN) issued by the Board of Certification for Emergency Nursing
- Trauma Certified Registered Nurse (TCRN) issued by Board of Certification for Emergency Nursing (BCEN)

**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**

- 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 Association of Critical-Care Nurses (AACN).
- PCCN issued by American Association of Critical-Care Nurses (AACN).

### **ICU**

- Acute/Critical Care Nursing issued by issued by American Association of Critical-Care Nurses (AACN).
- Trauma Certified Registered Nurse (TCRN) issued by Board of Certification for Emergency Nursing (BCEN)

### **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)
- Certified Post Anastasia Nurse (CPAN) issued by American Board of Pre-Anastasia Nursing Certification (ABPANC) for PACU employees only

### **Wound Care**

- Certified Wound Care Nurse (CWOCN) issued by the Wound Ostomy Continece

## Nursing Certification Board (WOCNC)

### **NICE Team**

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

### **Interventional Radiology**

- Certified Radiology Nurse (CRN) issued by American Nurses Credentialing Center (ANCC)

### **Float Pool/Resource Nurse**

- Shall be eligible for all certifications available to ARU, ER, ICU and Med Surg

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 of this MOU.

### **20.14 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 fifteen cents per hour (\$1.15). Each qualified employee is entitled to a maximum of one per-hour certification pay augmentation, regardless of how many certifications the employee holds. Such compensation shall begin in the pay period after the employee provides proof of certification to Health Department's Human Resources. Such compensation shall cease if the member's certification lapses.

To continue to receive Certification Pay, employees shall notify the Health Department's Human Resources Department, in writing, at least thirty (30) days prior to the expiration of a certificate and provide the updated certification.

### **Certifications:**

#### **Clinic Services**

#### **Registered Nurse (RN)**

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

HIV/AIDS Certified Registered Nurse (ACRN) or Advanced HIV/AIDS Certified Registered Nurse (AACRN) from HIV/AIDS Nursing Certification Board (CD/TB/CBN/CMS)

Certified Addictions Registered Nurse (ANCB) from American Board of Nursing Specialties (CD/TB/CBN)

Certification in Infection Control (CIC) or Association Infection Prevention and Control (a-IPC) from Certification Board of Infection Control and Epidemiology (CD/TB)

**Nurse Practitioner (NP)**

From American Nurses Credentialing Center

Adult NP

Adult-Gerontology Primary Care NP

Adult or Children 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

Lactation Consultant issued by International Board of Lactation Consultant Examiners

**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

Lactation Consultant issued by International Board of Lactation Consultant Examiners

HIV/AIDS Certified Registered Nurse (ACRN) or Advanced HIV/AIDS Certified Registered Nurse (AACRN) from HIV/AIDS Nursing Certification Board (CD/TB/CBN/CMS)

Certified Addictions Registered Nurse (ANCB) from American Board of Nursing Specialties (CD/TB/CBN)

Certification in Infection Control (CIC) or Association Infection Prevention and Control (a-IPC) from Certification Board of Infection Control and Epidemiology (CD/TB)

**TB**

Case Management Certification from Commission for Case Manager Certification

Certification in Infection Control (CIC) or Association Infection Prevention and Control (a-IPC) from Certification Board of Infection Control and Epidemiology (CD/TB)

**Communicable Disease**

Case Management Certification from Commission for Case Manager Certification

Certification in Infection Control (CIC) or Association Infection Prevention and Control (a-IPC) from Certification Board of Infection Control and Epidemiology (CD/TB)

**Children's Medical Services**

Case Management Certification from Commission for Case Manager Certification

**Behavioral Health**

Adult or Children Psychiatric-Mental Health NP

Certified Addictions Registered Nurse (ANCB) from American Board of Nursing Specialties (CD/TB/CBN)

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 of this MOU.

**20.15 Resource Nurse Program and Pay- NMC**

**20.15.1 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. 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;
4. The Program will be in place seven days per week;
5. The position will be a ten (10) hour shift and will require a ten (10)-hour overtime waiver; and
6. The position will not be subject to call-off.

**20.15.2 Resource Nurse Premium Pay**

The position will be paid a Resource Nurse Premium Pay of 10% (not eligible for float or charge pay).

**20.16 Specialty Nurse Practitioner Premium Pay**

Nurse Practitioner III's assigned to the Neonatal Intensive Care Unit and Trauma at NMC will receive premium pay of four dollars (\$4.00) per hour.

**20.17 Transport Premium Pay**

Employees in the NICU, Trauma and ARU leaving the NMC facility for the purposes of transporting patients shall be eligible for Transport Premium Pay of three dollars (\$3.00) per hour during the transport assignment.

### **20.18 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.

Eligible employees are required to complete and submit the required form to their respective Human Resources Department at least two (2) weeks prior to the employee's eligible date to ensure that the premium pay is processed in a timely manner. Retroactive payments will not be processed for those forms submitted late.

## **ARTICLE 21 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.

## **ARTICLE 22 BENEFITS AND RETIREMENT**

### **22.1 The Flexible Benefits Plan**

The County will make available a Flexible Benefits Plan to eligible employees. Employees may elect medical, dental and/or vision coverage for themselves and their eligible dependents.

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 CNA 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 IRS Section 125 benefit plans, is no longer available by vendor, or becomes insolvent.

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 CNA. 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 CNA and employees, a thirty (30) day written notice for premium rate changes for the County's self-funded plan.

## **Eligibility**

Permanent unit employees with a minimum Full Time Equivalent (FTE) of 0.50 or more will be eligible to participate in any of the County's health insurance programs.

## **General Provisions**

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

For each month when the benefit options selected by the employee under this plan exceed the appropriate County 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.

## **22.2 Flexible Benefits Plan Contributions**

### ***A. CalPERS Medical Insurance Contribution***

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.

Note: Employer contributions are subject to employee leave statuses; employee leave statuses are subject to applicable Federal and State leave laws and County leave policies and practices.

The County maximum monthly contribution to the employee's Flexible Benefits Plan spending fund will be as follows for full-time, permanent unit employees and part-time permanent unit employees with a minimum FTE of 0.50 or more:

Pursuant to this Agreement and effective coverage year 2023, the County shall provide a fixed elective contribution as follows:

Towards the cost of the PERS Platinum health plan:

- \$908.01 for employee only
- \$1,904.02 for employee plus one
- \$2,499.23 for employee plus family
- 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 (excluding optional post-tax benefits), the full amount of funds not utilized shall be forfeited.

Towards the cost of the PERS Gold health plan and all other plans offered through CalPERS:

- \$792.84 for employee only
- \$1,667.68 for employee plus one
- \$2,190.18 for employee plus family
- For each month that the County contribution is not used by an employee to obtain benefit options under this plan, the full amount of funds not utilized shall be paid out, provided the employee has purchased at least individual only health insurance through CalPERS.

### ***B. Dental Insurance Contribution***

The County's maximum 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.

**C. Vision Insurance Contribution**

The County's maximum 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.

**D. Computer Vision Coverage (CVC)**

The County will provide an option for a pair of glasses tinted and designed for use with computer monitors for the employee only, subject to eligibility criteria.

**22.3 Retiree Health Insurance**

The County will contribute toward the monthly premium for eligible retirees enrolled in a PERS health insurance program as directed by CalPERS.

**22.4 Life Insurance**

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

**22.5 Employee Physical**

Permanent full-time employees 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.

**22.6 Workers' Compensation**

When an employee on leave of absence is receiving Temporary Total Disability (TTD) Worker's Compensation payments (integrated or not), he/she shall receive County paid medical, dental and vision insurance and his/her regular County contribution toward dependent medical, dental and vision insurance as long as TTD continues. (Note: Normal payroll deductions continue to be withheld from TTD payments.)

**22.7 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.

**ARTICLE 23 RETIREMENT**

**23.1 California Public Employees' Retirement System (CalPERS)**

Due to implementation of the Public Employees' Pension Retirement Act (PEPRA) CalPERS has designated members as either "Classic" or "PEPRA." The employee designation is determined by CalPERS.



**PEPRA Members-** Are defined as employees hired on or after January 1, 2013, and those who prior to that date were not members of CalPERS or a retirement system that has reciprocity with CalPERS.

Retirement Formula: 2% @ 62  
Employee Contribution: 7% (subject to yearly change based on ½ of normal cost as determined by CalPERS)  
Final Compensation: Highest 36-month average, subject to CalPERS compensation limits

**Classic Members-** Are defined as employees hired prior to January 1, 2013, or those who were members of CalPERS or a retirement system that has reciprocity with CalPERS.

Retirement Formula: 2% @ 55  
Employee Contribution: 7%  
Final Compensation: Highest 12-month average, subject to CalPERS compensation limits

**23.2 Deferred Compensation**

The deferred compensation program shall continue to be made available to employees in accordance with the Monterey County 457(b) Deferred Compensation Plan.

**ARTICLE 24 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. Employees who seek to rescind their overtime waivers are automatically deemed ineligible for any position requiring such a waiver. Management has sole discretion to schedule employees who rescind a waiver.
5. Alternate work schedules may be established by the Appointing Authority after consultation with CNA 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 9.

**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 .9 and above
  - b. Permanent less than .9
  - c. Permanent 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). CNA 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.

**D. 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.

**ARTICLE 25 HOLIDAYS**

Natividad Medical Center:

When an eligible County holiday, fall on a Saturday or Sunday, employees at NMC shall receive holiday pay for any time worked on the actual calendar holiday at time-and-a-half base pay. In the event, the actual calendar holiday falls on a Saturday or Sunday, employees at NMC shall not be eligible for holiday pay for the County observed holiday.

Employees may use a maximum of twelve (12) hours of paid time off on a holiday based on their assigned work schedule of eight (8), ten (10) or twelve (12) hours a day. Employees with an assigned work schedule of twenty-four (24) hours may use up to twelve (12) hours of paid time off on a holiday.

County holidays:

- 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
- June 19- Juneteenth
- 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\*\* (exempt from holiday pay)
- 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 County holiday.

\*\*Fourth Friday in November - Day After Thanksgiving, was eliminated in 2017 as a result of contract negotiations and is no longer eligible for holiday pay.

Floating Holiday:

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

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 traveler, registry and per diem nurses for the actual holiday. If management is unable to fill all shifts with volunteers, traveler, registry and per diem nurses, regular part- and full-time employees shall be scheduled to work the 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.

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. Traveler and Registry nurses
3. Per diem nurses
4. Regular employees less than 0.8 FTE
5. Regular employees 0.8 or above FTE

Health Department:

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

The holiday shall be 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
- June 19- Juneteenth
- 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 County observed holiday. For those not working a Monday through Friday schedule, they will receive the same holiday benefits.

Floating Holiday:

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

~~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 the Overtime Section of this Agreement.~~

**ARTICLE 26 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.

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 (1.0 Full Time Equivalent) at Natividad Medical Center shall earn PTO per 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 on a pro-rata basis, per their Full Time Equivalent 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. Employees will receive cash for any additional accruals over four hundred (400) hours at the hourly base rate.

**G. Paid Time Off Buy Back**

Once each calendar year, NMC employees with a minimum of one (1) year of continuous employment may elect to 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. Election to Cash out PTO**

In order to cash out or otherwise require the County to buy back paid time off, the employee must first meet the eligibility criteria set forth in the applicable provision above. If such criteria are met, only then the employee may request and be granted compensation in lieu of PTO for up to one hundred and twenty (120) hour under the terms set forth below. If such criteria are met as of December 31<sup>st</sup> of the calendar year in which the election is required to be made, then the employee has no right to elect to cash out accrued time in the next calendar year.

1. An eligible employee must elect to pre-designate an irrevocable cash-out amount of up to one hundred and twenty (120) hours of PTO for the upcoming calendar year. Requests for cash out must be made during an open enrollment period and prior to December 1 of the calendar year before the cash out will be made (for example, requests for the 2017 calendar year will be made before December 1, 2016).

Any such request will be subject to the following:

- i. Any employee utilizing this provision will be required to submit an irrevocable election by December 1<sup>st</sup> of the calendar year prior to the calendar year in which the PTO hours to be cashed out are earned.
- ii. An employee, who elected to receive the cash out as set forth above, may request a cash out at any time in the designated calendar year.
- iii. For employees who have pre-designated PTO cash out and who have not requested actual payment of the designated cash out amount by December 1<sup>st</sup> of that calendar year, the County will automatically pay out the pre-designated amount by the last paycheck of the calendar year.

- iv. Employees who have not elected to pre-designate a cash out by the applicable deadline (December 1<sup>st</sup> of the prior calendar year) will be deemed to have waived their right and will not be eligible to cash out any PTO in the following calendar year (for example, if no designation is made by December 1, 2016, no cash out is available in 2017).

#### **I. 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.

#### **J. 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.

#### **K. 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.

#### **L. 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.

**M. Bereavement Paid Time Off (PTO)**

Use of any accumulated leave balances shall be granted by the Appointing Authority because of the death of a member of the employee's family. 'Family' shall mean the parent, stepparent, brother, sister, spouse, eligible domestic partner, child, foster child, child of eligible domestic partner, stepchild, grandparent, grandchild, father-in-law, mother-in-law, daughter-in-law, son-in-law, stepbrother or stepsister, sister-in-law, brother-in-law, aunt, uncle, niece, nephew, immediate family member of eligible domestic partner and any person residing in the immediate household. Such absence by the employee shall be limited to ten (10) working days per occurrence. Any leave used for bereavement shall not be counted as part of the overtime calculation.

As a condition of granting leave for bereavement purposes, the Appointing Authority may request verification of the loss.

**N. 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.

**ARTICLE 27 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 (9:14 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 Buyback/Cash out**

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. Election to Buyback/Cash out Annual Leave**

To cash out or otherwise require the County to buy back paid time off, the employee must first meet the eligibility criteria set forth in the applicable provision above. If such criteria are met, only then the employee may request and be granted compensation in lieu of Annual Leave for up to one hundred and twenty (120) hour under the terms set forth below. If such criteria are met as of December 31<sup>st</sup> of the calendar year in which the election is required to be made, then the employee has no right to elect to cash out accrued time in the next calendar year.

1. An eligible employee must elect to pre-designate an irrevocable cash-out amount of up to one hundred and twenty (120) hours of Annual leave for the upcoming calendar year. Requests for cash out must be made during an open enrollment period and prior to December 1 of the calendar year before the cash out will be made (for example, requests for the 2017 calendar year will be made before December 1, 2016).

Any such request will be subject to the following:

- i. Any employee utilizing this provision will be required to submit an irrevocable election by December 1<sup>st</sup> of the calendar year prior to the calendar year in which the Annual Leave hours to be cashed out are earned.
- ii. An employee, who elected to receive the cash out as set forth above, may request a cash out at any time in the designated calendar year.
- iii. For employees who have pre-designated Annual Leave cash out and who have not requested actual payment of the designated cash out amount by December 1<sup>st</sup> of that calendar year, the County will automatically pay out the pre-designated amount by the last paycheck of the calendar year.
- iv. Employees who have not elected to pre-designate a cash out by the applicable deadline (December 1<sup>st</sup> of the prior calendar year) will be deemed to have waived their right and will not be eligible to cash out any Annual Leave in the following calendar year (for example, if no designation is made by December 1, 2016, no cash out is available in 2017).

**D. 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.

**E. 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.



**F. Retirement Sick Leave Cash Out**

An employee may, upon retirement or death, cash out up to seven hundred fifty (750) hours of sick leave, subject to eligibility criteria.

**G. 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.

**H. Health Department Bereavement Leave**

Use of any accumulated leave balances shall be granted by the Appointing Authority because of the death of a member of the employee's family. 'Family' shall mean the parent, stepparent, brother, sister, spouse, eligible domestic partner, child, foster child, child of eligible domestic partner, stepchild, grandparent, grandchild, father-in-law, mother-in-law, daughter-in-law, son-in-law, step brother or step sister, sister-in-law, brother-in-law, aunt, uncle, niece, nephew, immediate family member of eligible domestic partner and any person residing in the immediate household. Such absence by the employee shall be limited to ten (10) working days per occurrence. Any leave used for bereavement shall not be counted as part of the overtime calculation.

As a condition of granting leave for bereavement purposes, the Appointing Authority may request verification of the loss.

**I. 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.

**ARTICLE 28 PER DIEM NURSES**

**1. Definition of Per Diem Employee.**

A "per diem" nurse, for purposes of this Agreement, is defined as an at-will employee who works on an intermittent basis. All per diem nurses remain in per diem status regardless of the number of hours worked. Per Diem nurses must maintain their minimum qualifications and scheduling requirements.

**2. Scheduling Requirements.**

Natividad shall establish the scheduling requirements for each per diem position.

**3. Floating.**

All per diem nurses shall be required to float within their designated cluster area.

**4. Unless an article specifically excludes temporary or per diem employees, the following provisions of this Agreement shall apply:**

- a. Article 1 Parties
- b. Article 2 Term
- c. Article 3 Recognition
- d. Article 4 Non-Discrimination
- e. Article 5 Association Rights
- f. Article 6 Safety
- g. Article 7 Management Rights
- h. Article 8 Wages
- i. Article 9 Call-Off
- j. Article 11 Paycheck Errors
- k. Article 12 Mileage
- l. Article 13 Travel Time
- m. Article 14 Meal Breaks for Non-Exempt Employees
- n. Article 15.3 Standby/On-Call-NMC
- o. Article 15.7 Bilingual Skill Pay
- p. Article 15.8 Charge Pay
- q. Article 15.11 Employee Incentive Program
- r. Article 15.16 Specialty Nurse Practitioner Premium Pay
- s. Article 16 No Pyramiding
- t. Article 17.8 Deferred Compensation
- u. Article 19 (A) Natividad Medical Center
- v. Article 19 (B) Scheduling/Assignment
- w. Article 24 Jury Duty
- x. Article 26 Personal Property Reimbursement
- y. Article 27 Grievance Procedure
- z. Article 28 Arbitration
- aa. Article 29 Layoff Procedure
- bb. Article 31 Personnel Records
- cc. Article 41 Performance Evaluations
- dd. Article 42 Scrubs Uniforms
- ee. Article 45 Concerted Activities
- ff. Article 46 Emergency Authority
- gg. Article 47 Separability
- hh. Article 48 NMC Nurse/ Patient Staffing Ratios
- ii. Article 49 Full Understanding Modification, Waiver

5. All other provisions of this Agreement shall not apply to temporary or per diem nurses unless explicitly stated or required by law.

#### ARTICLE 29 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.

## **ARTICLE 30 JURY DUTY**

It is understood that employees represented by CNA 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.

Employees who receive notice of jury or witness duty shall provide a copy of the notice to their supervisor or the Natividad Staffing Office at least two-weeks prior to the date of attendance. In the event an employee, at no fault of their own, is unable to provide the notice of jury or witness duty at least two-weeks prior to the date of, the employee will notify their supervisor, director or staffing office as soon as possible and provide the reason for the delay in writing. If an employee is excused from jury or witness duty prior to their scheduled shift, they shall provide immediate notice to their supervisor or the Natividad Staffing Office.

Employees who report to jury or witness duty shall provide proof of completing their jury or witness duty assignment no later than the start of their next regular shift. Employees who complete their jury or witness duty assignment, or are called off, within their regularly scheduled shift hours shall report to their worksite unless there are less than two (2) hours remaining on their regularly scheduled shift.

## **ARTICLE 31 WORKING OUT OF CLASSIFICATION**

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 for over ten (10) 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 additional compensation shall begin on the first day of the pay period following the assignment to the duties of the higher position.

## **ARTICLE 32 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.

## ARTICLE 33 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 pre-recognized 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.

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

CNA may file a grievance on its own behalf only on those matters which pertain to the rights of CNA 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 CNA 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: Director of Human Resources /Mediation***

- If a grievance is not settled at Step 3 of the procedure, the grievance may be appealed, in writing to the Director of Human Resources 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 Director of Human Resources 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 Director of Human Resources or his/her designee, CNA on behalf of the employee shall, within the ten (10) day appeal period, make a written request to the Director of Human Resources 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 CNA 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 Director of Human Resources 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 CNA 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 CNA 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 CNA at the Step of the procedure at which a resolution is reached, CNA 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.

CNA 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.

### ARTICLE 34 ARBITRATION

#### A. Grievance Arbitration

Within ten (10) working days from the receipt of the written decision resulting from a grievance heard by the Director of Human Resources, or his/her designated representative as provided in the Grievance Procedure section of this agreement, CNA, and only CNA, 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 the Nondiscrimination section of this MOU regarding discrimination grievances.

A request by CNA for arbitration of a grievance must be received by the Director of Human Resources or his/her designee within ten (10) working days of receipt by CNA 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.

## ARTICLE 35 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 CNA 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 CNA 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 CNA written, advance notice of any layoff of a CNA 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 CNA 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 Reemployment of Employees Laid Off 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 the Layoff section. 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 CNA.

## 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 CNA may accompany the employee.

CNA, and only CNA, 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 CNA. A grievance filed in accordance with this paragraph shall not be subject to Article 34, "Arbitration," of this agreement.

## **ARTICLE 36 DISCIPLINE**

Article 30 does not apply to per diem employees as they are at-will.

### **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. Unless agreed upon by the parties to this Agreement, the Appointing Authority or his/her designee will make an effort to notice, either in person, email or by U.S. Postal Service, the employees of the need for an Investigatory meeting no more than forty-five (45) days after the departmental Human Resources Office learns of the specific alleged employee misconduct so long as the notice does not jeopardize the investigation.

### **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 employee will be provided with a "Release of Information" form that they may sign authorizing the County to provide the Union with all materials upon which the action is based. The County will notify the Union and mail the materials to the Union within two (2) working days.

The notice of proposed disciplinary action shall include the following:

- a. The nature of the disciplinary action;
- b. The effective date of the action;
- c. The causes for the action in ordinary, concise language with the dates and places thereof, when known;
- d. A statement that identifies the material upon which the action is based and states that it is available for inspection; and
- e. 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 California Nurses Association, hereinafter, "the Association."

### **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 the Association.

### **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 this MOU. 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**

All Unit S employees covered in this Agreement 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 the Association.

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 the Association 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.

#### **ARTICLE 37 PERSONNEL RECORDS**

The County and CNA 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. Employees who request a copy, shall be provided a copy of written reprimands or counseling memos.

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 CNA 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 CNA 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.

## ARTICLE 38 TRANSFERS AND REASSIGNMENTS

### **38.1 Reassignments**

The County retains the sole right to reassign employees from one work site or nursing unit to another. Except when an immediate reassignment is necessary to meet the requirements of the department, employees shall receive notice five (5) business days prior to the effective date of the reassignment. The County also retains the right to reassign employees from one bureau to another in the event of operational need, reorganization, or a change in funding.

### **38.2 Transfers- Natividad Medical Center**

Transfer opportunities at Natividad Medical Center will be posted every Monday in the HR bulletin board outside the cafeteria and in the HR department. Employees covered by this agreement may request to transfer to another unit/department within Natividad Medical Center after serving a minimum of one (1) year in their current unit/department.

### **38.3 Transfers- Health Department:**

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

Employees covered by this agreement may request to transfer to another unit/bureau within the Health Department after serving a minimum of one (1) year in their current unit/bureau.

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
- Special qualifications, skills, abilities or training 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 the Health Department shall determine selection.

### **38.4 Shift Changes- Natividad Medical Center**

After the completion of their probationary period or one (1) year an employee may notify the Natividad Human Resources Department of their desire to change shifts by submitting a Shift Change form. Human Resources will record the date and time of the request and maintain the information of employees, by unit, in the order in which the shift change was requested. This information will be available to employees in the Natividad Human Resources Department for their corresponding unit. The order of shift change requests will be on a first come, first serve basis.



When a shift becomes available the department manager will consider the oldest request on file first and determine if it is operationally feasible to grant such request. If the oldest request is not selected the department will inform the employee of the reason for not selecting the oldest request.

If an employee declines the shift change, they will remain on the list in their same order; however, if they decline the second time they will be automatically removed from the list and will have to resubmit their request for shift change.

## **ARTICLE 39 CLASSIFICATION STUDY REQUESTS**

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

The decision of the County Director of Human Resources or 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 CNA for a classification study on a form prescribed by the Human Resources Department, the Human Resources 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 CNA, CNA 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, CNA 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, CNA may appeal in writing to the Director of Human Resources 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 Director of Human Resources or his/her designee, NMC CEO or his/her designee within ten (10) working days of CNA's receipt of a response at the previous level. The decision of the Director of Human Resources or his/her designee, NMC CEO or his/her designee shall be final.

The County Director of Human Resources, NMC CEO or his/her designee will periodically review the status of pending classification studies requests with a staff member of CNA. 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.

## **ARTICLE 40 EDUCATION**

### **40.1 Educational Leave**

Twenty-four (24) hours for Education Leave was eliminated and not provided to the employee on January 1, 2015. The monetary equivalent of 1.15% (percentage) was 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.

## **40.2 Education**

Natividad and the Health Department shall provide education covering the following certifications and recertification, if required for the nurse's assigned Unit:

- Advanced Cardiac Life Support (ACLS)
- Pediatric Advanced Life Support (PALS)
- Neonatal Resuscitation Program (NRP)
- Trauma Nursing Core Course (TNCC)
- Trauma Care After Resuscitation (TCAR)

Hours spent by employees attending on-site instruction will be compensated at the employee's base rate of pay. Natividad shall provide the instruction calendar on the department's intranet. It is the employee's responsibility to schedule their instruction dates and times and ensure all applicable fees associated with the course are paid.

## **40.3 Orientation within Specialized Areas**

The specialized areas of care shall be defined as Critical Care (ICU/CCU), Telemetry, Emergency Department (ED), Perioperative, Labor and Delivery/NICU. If a nurse is assigned on a regular basis to a unit within a specialized area of care as listed above, the County shall provide orientation to such nurse within the units of specialized care. The length of time for and adequacy of orientation shall be within the County's discretion, with input provided from the employee.

# **ARTICLE 41 CONTINUING EDUCATION AND ORIENTATION**

## **Continuing Education**

- A. In-person or online education shall be offered to nurses prior to their assignment involving new equipment.
- B. In-person or online education shall be offered at regularly scheduled hours best to meet the needs of all shifts of nurses.
- C. Meetings, outside of required certifications, which are mandatory will be paid at straight time hourly salary and does not count toward the calculation of overtime.
- D. The County may require nurses to attend mandatory in-person or online education programs when it is determined that such education is necessary for the nurse(s).

## **Orientation**

- A. General Principals.

Each newly hired Registered Nurse shall be given an organized orientation. The length of such orientation shall be determined by the unit Clinical Director/Manager upon an assessment of the skills necessary to function at the level of practice expected for the classification and the unit to which the Registered Nurse is assigned. During the orientation period, the newly hired nurse or a nursing student shall not be included in the staffing ratio for purposes of patient care.

**B. Competency Based Orientation Standards.**

- i. Annually, the Clinical Director/Manager will collaborate with a representative of Charge Nurses and Registered Nurse Preceptors will evaluate and assess the Competency Based Orientation materials of each unit, and make necessary adjustments.
- ii. It is the responsibility of the Precepting Registered Nurse to verify the competency of the Orientee Registered Nurse, based on the unit's Competency Based Orientation materials.

**C. Orientation Progression.**

Prior to or on the first day of work, the Clinical Director/Manager, Preceptor and Orientee will discuss a tentative timeframe for sufficient orientation to the primary unit. No later than mid-way through the orientation, the Clinical Director/Manager, Preceptor and Orientee will meet to evaluate progress. At the completion of the discussed tentative orientation timeframe, the Clinical Director/Manager, Preceptor and Orientee will meet to assess the completion of orientation goals. The decision to end or extend the Orientee's training will be made by the Clinical Director/Manager following review of the Competency Based Orientation materials in collaboration with the Preceptor.

**ARTICLE 42 CERTIFICATION LEAVE- NMC**

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.

Bargaining unit employees with a FTE of 0.6 and above shall be granted one (1) day (equivalent to 8 hours) of Certification Leave for every five (5) continuing education units (CEU's) required by their certification per year, up to a maximum of two (2) days or sixteen (16) hours. Where the certification board offers several options for pursuing renewal, the employee will need to provide evidence that they are attending additional courses in lieu of other possible options of renewal. Employees with a FTE below 0.6 shall receive certification leave on a pro rata basis.

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

**ARTICLE 43 EDUCATIONAL ASSISTANCE**

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

## ARTICLE 44 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.

## ARTICLE 45 CONTRACTING OUT

The County and CNA 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 CNA.

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 CNA prior to any Board action; provided nothing herein shall hamper the Board's lawful exercise of authority under state law in emergency situations.

## ARTICLE 46 PROBATIONARY PERIOD

### 46.1 General Provisions

Except as provided in 40.3 below, the duration of the probationary period for a new employee or an employee appointed to a new classification 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 until they have worked a minimum of 1,560.

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

### 46.2 Probationary Period Upon Transfer

#### *Transfers between Natividad and the Health Department*

Employees transferred between the Health Department and Natividad within the same classification, shall serve a probationary period of three (3) months. Such employees who have not worked four hundred and eighty (480) hours at the end of three (3) months will remain on probationary status until they have worked four hundred and eighty (480) hours.

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

#### *Transfers within Natividad*

A nurse who is transferred within Natividad in the same classification shall serve a new probationary period of 320 worked hours. Anytime within the probationary period, the nurse may be transferred back to the nurse's previous unit at either the nurse's request or Natividad's determination.

### 46.3 Probationary Period Upon Promotion

A Staff Nurse I who is promoted to a Staff Nurse II at Natividad shall serve a new probationary period of 320 worked hours.

A Public Health Nurse I who is promoted to a Public Health Nurse II at the Health Department shall serve a new probationary period of six (6) months.

#### **46.4 Performance Evaluations while on Probation**

Probationary employees shall receive formal evaluations in accordance with County and departmental policy.

### **ARTICLE 47 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.

During the employee's evaluation process, employees will be provided a printed copy of the evaluation, if requested.

### **ARTICLE 48 "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.

### **ARTICLE 49 REQUIRED NOTICE**

In the event Natividad Medical Center anticipates a pending merger, sale, closure, leasing assignment, divesture, or other transfer of ownership and/or management of its operations in whole or in part, CNA 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 CNA for the purpose of discussing a smooth transition of operations, employee wages, hours, working conditions, and CNA recognition. The County also agrees to provide CNA a list of names and addresses of all Unit member employees. This section shall not be subject to the grievance procedure.

## **ARTICLE 50 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. CNA agrees that under no circumstances will CNA 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 CNA or by any member of the bargaining unit, CNA 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 CNA promptly and in good faith performs the obligations of this paragraph, and providing CNA had not otherwise authorized such work stoppage, CNA 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.

## **ARTICLE 51 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 CNA 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 CNA over the practical consequences that the emergency action taken had on those terms and conditions of employment that are within the scope of representation.

## **ARTICLE 52 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.

### **ARTICLE 53 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, CNA maintains the right to file a complaint with the appropriate agency.

### **ARTICLE 54 AB 394**

The County of Monterey agrees to adhere to the relevant provisions of Assembly Bill 394 as required by the legislation for the Health Department and Natividad. Assembly Bill 394 is included in Appendix B of this agreement for reference. This Article is not subject to the grievance procedure.

### **ARTICLE 55 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 continue without change unless modified subject to the meet and confer process. The County assures CNA that unless changes are warranted by operational necessity it does not intend, nor does it anticipate, during the term of this Memorandum of Understanding any change, modification or cancellation of wages, hours, and working conditions which are subject to meet and confer and which are presently in effect or contained in this Memorandum.

Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, although they may mutually agree otherwise, to negotiate with respect to any subject or matter covered herein or with respect to any other matter within the scope of negotiations, during the term of this agreement.

Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto, and by CNA and ratified by the County's Board of Supervisors.

The waiver of any breach, term or condition of this agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

FOR CNA:

\_\_\_\_\_  
BONNIE CASTILLO            DATE  
CNA/NNU/NNOC  
EXECUTIVE DIRECTOR

\_\_\_\_\_  
BENJAMIN ELLIOT            DATE  
PUBLIC SECTOR DIRECTOR

\_\_\_\_\_  
MICHELLE REYNA            DATE  
PUBLIC SECTOR DIRECTOR  
COUNTY DISTRICTS

\_\_\_\_\_  
TERESA MACK                DATE  
LABOR REPRESENTATIVE

\_\_\_\_\_  
JENNIFER JEAN-PIERRE    DATE

\_\_\_\_\_  
SCOTT BRUSASCHETTI      DATE

\_\_\_\_\_  
KRISTY CEBALLOS            DATE

\_\_\_\_\_  
CLAUDIA SORIA              DATE

\_\_\_\_\_  
ADRIANA VALLE              DATE

FOR COUNTY OF MONTEREY:

\_\_\_\_\_  
ARIANA V. HURTADO         DATE

\_\_\_\_\_  
JANINE BOUYEA              DATE

\_\_\_\_\_  
CINDY GIRARD-BERRY        DATE

\_\_\_\_\_  
PATSY GIRARD                DATE

\_\_\_\_\_  
MICHELLE GOMEZ             DATE



## APPENDIX A- SALARY SCHEDULE

The below salary schedule may be updated by negotiations with CNA and the County's classification and compensation process. This salary schedule is accurate as of February 10, 2023 and the most up to date salary schedule can be found at:

<https://www.co.monterey.ca.us/government/departments-a-h/human-resources/human-resources/salary-schedule>.

	Hourly Rates						
Title	STEP1	STEP2	STEP3	STEP4	STEP5	STEP6	STEP7
CASE MANAGEMENT NURSE	\$ 58.793	\$ 62.016	\$ 65.419	\$ 69.008	\$ 72.796	\$ 76.436	\$ 80.256
CLINIC NURSE	\$ 48.689	\$ 50.819	\$ 53.070	\$ 55.448	\$ 57.945	\$ 60.351	\$ 63.373
CLINIC NURSE PRACTITIONER	\$ 67.547	\$ 71.252	\$ 75.159	\$ 79.285	\$ 83.634	\$ 87.815	\$ 92.207
CLINICAL NURSE SPECIALIST	\$ 76.665	\$ 80.870	\$ 85.307	\$ 89.989	\$ 94.928	\$ 99.668	\$ 104.654
HOSPITAL NURSE AUDITOR	\$ 58.793	\$ 62.016	\$ 65.420	\$ 69.009	\$ 72.796	\$ 76.436	\$ 80.256
HOSPITAL NURSE PRACTITIONER	\$ 74.304	\$ 78.381	\$ 82.678	\$ 87.216	\$ 91.996	\$ 96.599	\$ 101.428
HOSPITAL QUALITY ASSURANCE NURSE	\$ 64.482	\$ 68.020	\$ 71.751	\$ 75.687	\$ 79.837	\$ 83.833	\$ 88.022
INFECTION CONTROL NURSE	\$ 66.000	\$ 69.622	\$ 73.440	\$ 77.467	\$ 81.718	\$ 85.802	\$ 90.088
NURSE PRACTITIONER III - PER DIEM	\$ 82.111	\$ 86.617	\$ 91.368	\$ 96.381	\$ 101.669	\$ 106.752	\$ 112.090
PSYCHIATRIC NURSE PRACTITIONER	\$ 74.304	\$ 78.381	\$ 82.678	\$ 87.216	\$ 91.996	\$ 96.599	\$ 101.428
PUBLIC HEALTH NURSE I	\$ 41.693	\$ 43.983	\$ 46.396	\$ 48.944	\$ 51.628	\$ 54.206	\$ 56.917
PUBLIC HEALTH NURSE II	\$ 47.717	\$ 50.332	\$ 53.107	\$ 56.027	\$ 59.108	\$ 62.068	\$ 65.168
PUBLIC HEALTH NURSE III	\$ 50.648	\$ 53.440	\$ 56.377	\$ 59.478	\$ 62.745	\$ 65.883	\$ 69.178
SENIOR CLINIC NURSE	\$ 56.578	\$ 59.146	\$ 61.861	\$ 64.726	\$ 67.750	\$ 70.648	\$ 74.180
STAFF NURSE I	\$ 52.917	\$ 55.814	\$ 58.879	\$ 62.106	\$ 65.515	\$ 68.790	\$ 72.232
STAFF NURSE II	\$ 58.793	\$ 62.016	\$ 65.419	\$ 69.008	\$ 72.796	\$ 76.436	\$ 80.256
STAFF NURSE II-PER DIEM	\$ 64.974	\$ 68.533	\$ 72.292	\$ 76.261	\$ 80.446	\$ 84.468	\$ 89.784
STAFF NURSE III	\$ 61.733	\$ 65.124	\$ 68.692	\$ 72.462	\$ 76.436	\$ 80.256	\$ 84.266

## APPENDIX B AB 394

The County of Monterey agrees to adhere to the relevant provisions of Assembly Bill 394 as required by the legislation for the Health Department and Natividad. Assembly Bill 394 is included as an Appendix to this agreement for reference. This Article is not subject to the grievance procedure.

### Assembly Bill 394:

FEBRUARY 11, 1999

An act to add Section 2725.3 to the Business and Professions Code, and to add Section 1276.4 to the Health and Safety Code, relating to health care.

### LEGISLATIVE COUNSEL'S DIGEST

AB 394, Kuehl, Health facilities: nursing staff.

Existing law provides for the licensing, registration, and regulation of nurses, and sets forth the scope of practice.

This bill would prohibit a general acute care hospital, an acute psychiatric hospital, and a special hospital, as defined, from assigning an unlicensed person to perform nursing functions in lieu of a registered nurse, or from allowing unlicensed personnel under the direct clinical supervision of a registered nurse to perform certain functions.

Existing law prohibits operation of a health facility, as defined, without a license issued by the State Department of Health Services and provides for the issuance of licenses and for the regulation of health facilities and sets forth the services to be provided therein.

Willful or repeated violation of these provisions is a crime.

This bill would require the department, with regard to general acute care hospital, acute psychiatric hospitals, and special hospitals, to adopt regulations that establish certain minimum nurse-to-patient ratios, and would require these health facilities to adopt written policies and procedures for training and orientation of nursing staff. This bill would authorize the department to take into consideration the unique nature of the University of California teaching hospitals as education institutions when establishing the ratios, in accordance with certain requirements. This bill would also require a county hospital in Los Angeles County to be subject to a phase-in process developed in conjunction with the department.

By changing the definition of an existing crime this bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS :

SECTION 1. The Legislature finds and declares all of the following:

- a. Health care services are becoming complex and it is increasingly difficult for patients to access integrated services.
- b. Quality of patient care is jeopardized because of staffing changes implemented in response to managed care.
- c. To ensure the adequate protection of patients in acute care settings, it is essential that qualified registered nurses and other licensed nurses be accessible and available to meet the needs of patients.
- d. The basic principles of staffing in the acute care setting should be based on the patient's care needs, the severity of condition, services needed, and the complexity surrounding those services.

SEC. 2. Section 2725.3 is added to the Business and Professions Code, to read:

3. (a) A health facility licensed pursuant to subdivision (a), (b), or (f), of Section 1250 of the Health and Safety Code shall not assign unlicensed personnel to perform nursing functions in lieu of a registered nurse and may not allow unlicensed personnel to perform functions under the direct clinical supervision of a registered nurse that require a substantial amount of scientific knowledge and technical skills, including, but not limited to, any of the following:

1. Administration of medication.
2. Venipuncture or intravenous therapy.
3. Parenteral or tube feedings.
4. Invasive procedures including inserting nasogastric tubes, inserting catheters, or tracheal suctioning.
5. Assessment of patient condition.
6. Educating patients and their families concerning the patient's health care problems, including post-discharge care.
7. Moderate complexity laboratory tests.

- b. (b) This section shall not preclude any person from performing any act or function that he or she is authorized to perform pursuant to Division 2 (commencing with Section 500) or pursuant to existing statute or regulation as of July 1, 1999.

SEC. 3. Section 1276.4 is added to the Health and Safety Code, to read:

4. 7.4.(a) By January 1, 2001, the State Department of Health Services shall adopt regulations that establish minimum, specific, and numerical licensed nurse-to-patient ratios by licensed nurse classification and by hospital unit for all health facilities licensed pursuant to subdivision (a), (b), or (f) of Section 1250. The department shall adopt these regulations in accordance with the department's licensing and certification regulations as stated in Sections 70053.2, 70215, and 70217 of Title 22 of the California Code of Regulations, and the professional and vocational regulations in Section 1443.5 of Title 16 of the California Code of Regulations. The department shall review these regulations five years after adoption and shall report to the Legislature regarding any proposed changes. Flexibility shall be considered by the department for rural general acute care hospitals in response to their special needs. As used in this subdivision, "hospital unit" means a critical care unit, burn unit, labor and delivery room, post-anesthesia service area, emergency department, operating room, pediatric unit, step-down/intermediate care unit, specialty care unit, telemetry unit, general medical care unit, sub-acute care unit, and transitional inpatient care unit. The regulation addressing the emergency department shall distinguish between regularly scheduled core staff licensed nurses and additional licensed nurses required to care for critical care patients in the emergency department.

(b) These ratios shall constitute the minimum number of registered and licensed nurses that shall be allocated. Additional staff shall be assigned in accordance with a documented patient classification system for determining nursing care requirements, including the severity of the illness, the need for specialized equipment and technology, the complexity of clinical judgment needed to design, implement, and evaluate the patient care plan and the ability for self-care, and the licensure of the personnel required for care.

- c. "Critical care unit" as used in this section means a unit that is established to safeguard and protect patients whose severity of medical conditions requires continuous monitoring, and complex intervention by licensed nurses.
- d. All health facilities licensed under subdivision (a), (b), or (f) of Section 1250 shall adopt written policies and procedures for training and orientation of nursing staff.
- e. No registered nurse shall be assigned to a nursing unit or clinical area unless that nurse has first received orientation in that clinical area sufficient to provide competent care to patients in that area, and has demonstrated current competence in providing care in that area.
- f. The written policies and procedures for orientation of nursing staff shall require that all temporary personnel shall receive orientation and be subject to competency validation consistent with Sections 70016.1 and 70212 of Title 22 of the California Code of Regulations.
- g. Requests for waivers to this section that do not jeopardize the health, safety, and well-being of patients affected and that are needed for increased operational efficiency may be granted by the state department to rural general acute care hospitals meeting the criteria set forth in Section 70059.1 of Title 22 of the California Code of Regulations.
- h. In case of conflict between this section and any provision or regulation defining the scope of nursing practice, the scope of practice provisions shall control.

- i. The regulations adopted by the department shall augment and not replace existing nurse-to-patient ratios that exist in regulation or law for the intensive care units, the neonatal intensive care units, or the operating room.
- j. The regulations adopted by the department shall not replace existing licensed staff-to-patient ratios for hospitals operated by the State Department of Mental Health.
- k. The regulations adopted by the department for health facilities licensed under subdivision (b) of Section 1250 that are not operated by the State Department of Mental Health shall take into account the special needs of the patients served in the psychiatric units.
- l. The department may take into consideration the unique nature of the University of California teaching hospitals as educational institutions when establishing licensed nurse-to-patient ratios. The department shall coordinate with the Board of Registered Nursing to ensure that staffing ratios are consistent with the Board of Registered Nursing approved nursing education requirements. This includes nursing clinical experience incidental to a work-study program rendered in a University of California clinical facility approved by the Board of Registered Nursing provided there will be sufficient direct care registered nurse preceptors available to ensure safe patient care.
- m. (m) A county hospital in a county of the first class, as defined in Section 278022 of the Government Code, shall be subject to a phase-in process developed in conjunction with the department. This phase-in process shall be completed within one year of the adoption of the regulations that implement this section.

SEC. 4. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district will be incurred because this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.

Staffing Regulations adopted by DHS effective 1/1/04

**70217. Nursing Service Staff.**

- a. Hospitals shall provide staffing by licensed nurses, within the scope of their licensure in accordance with the following nurse-to-patient ratios. Licensed nurse means a registered nurse, licensed vocational nurse and, in psychiatric units only, a licensed psychiatric technician. Staffing for care not requiring a licensed nurse is not included within these ratios and shall be determined pursuant to the patient classification system.

No hospital shall assign a licensed nurse to a nursing unit or clinical area unless that hospital determines that the licensed nurse has demonstrated current competence in providing care in that area and has also received orientation to that hospital's clinical area sufficient to provide competent care to patients in that area. The policies and procedures of the hospital shall contain the hospital's criteria for making this determination.

Licensed nurse-to-patient ratios represent the maximum number of patients that shall be assigned to one licensed nurse at any one time. "Assigned" means the licensed nurse has responsibility for the provisions of care to a particular patient within his/her scope of practice. There shall be no averaging of the number of patients and the total number of licensed nurses on the unit during any one shift nor over any period of time. Only licensed nurses providing direct patient care shall be included in the ratios.

Nurse Administrators, Nurse Supervisors, Nurse Managers, and Charge Nurses, and other licensed nurses shall be included in the calculation of the licensed nurse-to-patient ratio only when those licensed nurses are engaged in providing direct patient care. When a Nurse Administrator, Nurse Supervisor, Nurse Manager, Charge Nurse or other licensed nurse is engaged in activities other than direct patient care, that nurse shall not be included in the ratio. Nurse Administrators, Nurse Supervisors, Nurse Managers, and Charge Nurses who have demonstrated current competence to the hospital in providing care on a particular unit may relieve licensed nurses during breaks, meals, and other routine, expected absences from the unit.

Licensed vocational nurses may constitute up to 50 percent of the licensed nurses assigned to patient care on any unit, except where registered nurses are required pursuant to the patient classification system or this section. Only registered nurses shall be assigned to Intensive Care Newborn Nursery Service Units, which specifically require one registered nurse to two or fewer infants. In the Emergency Department, only registered nurses shall be assigned to triage patients and only registered nurses shall be assigned to critical trauma patients. Nothing in this section shall prohibit a licensed nurse from assisting with specific tasks within the scope of his or her practice for a patient assigned to another nurse. "Assist" means that licensed nurses may provide patient care beyond their patient assignments if the tasks performed are specific and time-limited.

1. The licensed nurse-to-patient ratio in a critical care unit shall be 1:2 or fewer at all times. "Critical care unit" means a nursing unit of a general acute care hospital which provides one of the following services: an intensive care service, a burn center, a coronary care service, an acute respiratory service, or an intensive care newborn nursery service. In the intensive care newborn nursery service, the ratio shall be 1 registered nurse: 2 or fewer patients at all times.
2. The surgical service operating room shall have at least one registered nurse assigned to the duties of the circulating nurse and a minimum of one additional person serving as scrub assistant for each patient-occupied operating room. The scrub assistant may be a licensed nurse, an operating room technician, or other person who has demonstrated current competence to the hospital as a scrub assistant, but shall not be a physician or other licensed health professional who is assisting in the performance of surgery.
3. The licensed nurse-to-patient ratio in a labor and delivery suite of the peri-natal service shall be 1:2 or fewer active labor patients at all times. When a licensed nurse is caring for ante-partum patients who are not in active labor, the licensed nurse-to-patient ratio shall be 1:4 or fewer at all times.
4. The licensed nurse-to-patient ratio in a postpartum area of the peri-natal service shall be 1:4 mother-baby couplets or fewer at all times. In the event of multiple births, the

total number of mothers plus infants assigned to a single licensed nurse shall never exceed eight. For postpartum areas in which the licensed nurse's assignment consists of mothers only, the licensed nurse-to-patient ratio shall be 1:6 or fewer at all times.

5. The licensed nurse-to-patient ratio in a combined Labor/Delivery/Postpartum area of the peri-natal services shall be 1:3 or fewer at all times the licensed nurse is caring for a patient combination of one woman in active labor and a postpartum mother and infant. The licensed nurse-to-patient ratio for nurses caring for women in active labor only, ante-partum patients who are not in active labor only, postpartum women only, or mother-baby couplets only, shall be the same ratios as stated in subsections (3) and (4) above for those categories of patients.
6. The licensed nurse-to-patient ratio in a pediatric service unit shall be 1:4 or fewer at all times.
7. The licensed nurse-to-patient ratio in a post-anesthesia recovery unit of the anesthesia service shall be 1:2 or fewer at all times, regardless of the type of anesthesia the patient received.
8. In a hospital providing basic emergency medical services or comprehensive emergency medical services, the licensed nurse-to-patient ratio in an emergency department shall be 1:4 or fewer at all times that patients are receiving treatment. There shall be no fewer than two licensed nurses physically present in the emergency department when a patient is present.

At least one of the licensed nurses shall be a registered nurse assigned to triage patients. The registered nurse assigned to triage patients shall be immediately available at all times to triage patients when they arrive in the emergency department. When there are no patients needing triage, the registered nurse may assist by performing other nursing tasks. The registered nurse assigned to triage patients shall not be counted in the licensed nurse-to-patient ratio.

Hospitals designated by the Local Emergency Medical Services (LEMS) Agency as a "base hospital", as defined in section 1797.58 of the Health and Safety Code, shall have either a licensed physician or a registered nurse on duty to respond to the base radio 24 hours each day. When the duty of base radio responder is assigned to a registered nurse, that registered nurse may assist by performing other nursing tasks when not responding to radio calls, but shall be immediately available to respond to requests for medical direction on the base radio. The registered nurse assigned as base radio responder shall not be counted in the licensed nurse-to-patient ratios.

When licensed nursing staff are attending critical care patients in the emergency department, the licensed nurse-to-patient ratio shall be 1:2 or fewer critical care patients at all times. A patient in the emergency department shall be considered a critical care patient when the patient meets the criteria for admission to a critical care service within the hospital.

Only registered nurses shall be assigned to critical trauma patients in the emergency department, and a minimum registered nurse-to-critical trauma patient ratio of 1:1 shall be maintained at all times. A critical trauma patient is a patient who has injuries to an anatomic area that: (1) require

lifesaving interventions, or (2) in conjunction with unstable vital signs, pose an immediate threat to life or limb.

9. The licensed nurse-to-patient ratio in a step-down unit shall be 1:4 or fewer at all times. Commencing January 1, 2008, the licensed nurse-to-patient ratio in a step-down unit shall be 1:3 or fewer at all times. A "step down unit" is defined as a unit which is organized, operating, and maintained to provide for the monitoring and care of patients with moderate or potentially severe physiologic instability requiring technical support but not necessarily artificial life support. Step-down patients are those patients who require less care than intensive care, but more than that which is available from medical/surgical care. "Artificial life support" is defined as a system that uses medical technology to aid, support, or replace a vital function of the body that has been seriously damaged. "Technical support" is defined as specialized equipment and/or personnel providing for invasive monitoring, telemetry, or mechanical ventilation, for the immediate amelioration or remediation of severe pathology.
10. (10) The licensed nurse-to-patient ratio in a telemetry unit shall be 1:5 or fewer at all times. Commencing January 1, 2008, the licensed nurse-to patient ratio in a telemetry unit shall be 1:4 or fewer at all times. "Telemetry unit" is defined as a unit organized, operated, and maintained to provide care for a continuous cardiac monitoring of patients in a stable condition, having or suspected of having a cardiac condition or a disease requiring the electronic monitoring, recording, retrieval, and display of cardiac electrical signals. "Telemetry unit" as defined in these regulations does not include fetal monitoring nor fetal surveillance.
11. (11) The licensed nurse-to-patient ratio in medical/surgical care units shall be 1:6 or fewer at all times. Commencing January 1, 2005, the licensed nurse-to-patient ratio in medical/surgical care units shall be 1:5 or fewer at all times. A medical/surgical unit is a unit with beds classified as medical/surgical in which patients, who require less care than that which is available in intensive care units, step-down units, or specialty care units receive 24 hour inpatient general medical services, post-surgical services, or both general medical and post-surgical services. These units may include mixed patient populations of diverse diagnoses and diverse age groups who require care appropriate to a medical/surgical unit.
12. (12) The licensed nurse-to-patient ratio in a specialty care unit shall be 1:5 or fewer at all times. Commencing January 1, 2008, the licensed nurse-to-patient ratio in a specialty care unit shall be 1:4 or fewer at all times. A specialty care unit is defined as a unit which is organized, operated, and maintained to provide care for a specific medical condition or a specific patient population. Services provided in these units are more specialized to meet the needs of patients with the specific condition or disease process than that which is required on medical/surgical units, and is not otherwise covered by subdivision (a).
13. (13) The licensed nurse-to-patient ratio in a psychiatric unit shall be 1:6 or fewer at all times. For purposes of psychiatric units only, "licensed nurses" also includes licensed psychiatric technicians in addition to licensed vocational nurses and



registered nurses. Licensed vocational nurses, licensed psychiatric technicians, or a combination of both, shall not exceed 50 percent of the licensed nurses on the unit.

14. (14) Identifying a unit by a name or term other than those used in this subsection does not affect the requirement to staff at the ratios identified for the level or type of care described in this subsection.

b. In addition to the requirements of subsection (a), the hospital shall implement a patient classification system as defined in section 70053.2 above for determining nursing care needs of individual patients that reflects the assessment, made by a registered nurse as specified at subsection 70215(a)(I), of patient requirements and provides for shift-by-shift staffing based on those requirements. The ratios specified in subsection (a) shall constitute the minimum number of registered nurses, licensed vocational nurses, and in the case of psychiatric units, licensed psychiatric technicians, who shall be assigned to direct patient care. Additional staff in excess of these prescribed ratios, including non-licensed staff, shall be assigned in accordance with the hospital's documented patient classification system for determining nursing care requirements, considering factors that include the severity of the illness, the need for specialized equipment and technology, the complexity of clinical judgment needed to design, implement, and evaluate the patient care plan, the ability for self-care, and the licensure of the personnel required for care. The system developed by the hospital shall include, but shall not be limited to, the following elements:

1. Individual patient care requirements.
2. The patient care delivery system.
3. Generally accepted standards of nursing practice, as well as elements reflective of the unique nature of the hospital's patient population.

c. A written staffing plan shall be developed by the administrator of nursing service or a designee, based on patient care needs determined by the patient classification system. The staffing plan shall be developed and implemented for each patient care unit and shall specify patient care requirements and the staffing levels for registered nurses and other licensed and unlicensed personnel. In no case shall the staffing level for licensed nurses' fall below the requirements of subsection (a). The plan shall include the following:

1. Staffing requirements as determined by the patient classifications system for each unit, documented on a day-to-day, shift-by-shift basis.
2. The actual staff and staff mix provided, documented on a day-to-day, shift-by-shift basis.
3. The variance between required and actual staffing patterns, documented on a day-to-day, shift-by-shift basis.

d. In addition to the documentation required in subsections (c) (1) through (3) above, the hospital shall keep a record of the actual registered nurse, licensed vocational nurse and licensed psychiatric technician assignments to individual patients by licensure category, documented on a day-to-day, shift-by-shift basis. The hospital shall retain:

1. The staffing plan required in subsections (c)(1) through (3) for the time period between licensing surveys, which includes the Consolidated Accreditation and Licensing Survey process, and
2. The record of the actual registered nurse, licensed vocational nurse and licensed psychiatric technician assignments by licensure category for a minimum of one year.
- e. The reliability of the patient classification system for validating staffing requirement shall be reviewed at least annually by a committee appointed by the nursing administrator to determine whether or not the system accurately measures patient care needs.
- f. At least half of the members of the review committee shall be registered nurses who provide direct patient care.
- g. If the review reveals that adjustments are necessary in the patient classification system in order to assure accuracy in measuring patient care needs, such adjustments must be implemented within thirty (30) days of that determination.
- h. Hospitals shall develop and document a process by which all interested staff provide input about the patient classification system, the system's required revisions, and the overall staffing plan.
- i. The administrator of nursing services shall not be designated to serve as a charge nurse or to have direct patient care responsibility, except as described in subsection (a) above.
- j. Registered nursing personnel shall:
  1. Assist the administrator of nursing services so that supervision of nursing care occurs on a 24- hour basis.
  2. Provide direct patient care.
  3. Provide clinical supervision and coordination of the care given by licensed vocational nurses and unlicensed nursing personnel.
- k. Each patient care unit shall have a registered nurse assigned, present and responsible for the patient care in the unit on each shift.
- l. A rural General Acute Care Hospital as defined in Health and Safety Code Section 1250(a), may apply for and be granted program flexibility for the requirements of subsection 70217(i) and for the personnel requirements of subsection(j)(1) above.
- m. (m) Unlicensed personnel may be utilized as needed to assist with simple nursing procedures, subject to the requirements of competency validation. Hospital policies and procedures shall describe the responsibility of unlicensed personnel and limit their duties to tasks that do not require licensure as a registered or vocational nurse.
- n. Nursing personnel from temporary nursing agencies shall not be responsible for a patient care unit without having demonstrated clinical and supervisory competence as defined by

the hospital's standards of staff performance pursuant to the requirements of subsection 70213(c.) above.

- o. Hospitals which utilize temporary nursing agencies shall have and adhere to a written procedure to orient and evaluate personnel from these sources. Such procedures shall require that personnel from temporary nursing agencies be evaluated as often, or more often, than staff employed directly by the hospital.
- p. All registered and licensed vocational nurses utilized in the hospital shall have current licenses. A method to document current licensure shall be established.
- q. The hospital shall plan for routine fluctuations in patient census. If a healthcare emergency causes a change in the number of patients on a unit, the hospital must demonstrate that prompt efforts were made to maintain required staffing levels. A healthcare emergency is defined for this purpose as an unpredictable or unavoidable occurrence at unscheduled or unpredictable intervals relating to healthcare delivery requiring immediate medical interventions and care.

#### **70225. Surgical Service Staff.**

- a. A physician shall have overall responsibility for the surgical service. This physician shall be certified or eligible for certification in surgery by the American Board of Surgery. If such a surgeon is not available, a physician, with additional training and experience in surgery shall be responsible for the service.
- b. One or more surgical teams consisting of physicians, registered nurses and other personnel shall be available at all times.
- c. A registered nurse with training and experience in operating room techniques shall be responsible for the nursing care and nursing management of operating room service.
- d. There shall be sufficient nursing personnel so that one person is not serving as a circulating assistant for more than one operating room.
- e. There shall be evidence of continuing education and training programs for the nursing staff.

#### **70455. Comprehensive Emergency Medical Service Staff.**

- a. A full-time physician trained and experienced in emergency medical service shall have overall responsibility for the service. The physician or her or his designee shall be responsible for:
  - 1. Implementation of established policies and procedures.
  - 2. Providing continuous staffing with physicians trained and experienced in emergency medical service. Such physicians shall be assigned to and be located in the emergency service area 24 hours a day.

3. Providing experienced physicians in specialty categories to be available in-house 24 hours a day. Such specialties include but are not limited to medicine, surgery, anesthesiology, orthopedics, neurosurgery, pediatrics, and obstetrics-gynecology.

(A) The most senior resident in any of the specialties may be considered an experienced physician.

4. Maintenance of a roster of specialty physicians immediately available for consultation and/or assistance.
5. Assurance of continuing education for all emergency service staff including physicians, nurses, and other personnel.
- b. All physicians, dentists, and podiatrists providing services in the emergency room shall be members of the organized medical staff.
- c. A registered nurse qualified by education and/or training shall be responsible for nursing care within the service.
- d. All registered nurses shall have training and experience in emergency lifesaving and life support procedures.
- e. A registered nurse trained and experienced in emergency nursing care shall be on duty at all times.
- f. There shall be sufficient licensed nurses and other skilled personnel on duty as required to support the services.



APPENDIX C SIDE LETTER AGREEMENTS

Side Letter Agreement  
between the County of Monterey and  
California Nurses Association (CNA)  
Regarding Staff Nurse Charge Pay at Natividad for Unit S

In an effort to clarify the eligibility of charge pay for Staff Nurses at Natividad and to memorialize prior negotiated agreements with the previously recognized Association, Natividad and CNA mutually agree that changes to the current language are warranted.

As a result of the meet and confer process, the County and CNA agree to modify Article 15 Special Pay Practices of the CNA MOU as follows:

REDLINED VERSION

ARTICLE 15 SPECIAL PAY PRACTICES

15.8 Charge Pay – NMC

A charge pay premium pay of five dollars (\$5.00) per hour shall be paid to ~~these employees~~ Staff Nurse IIs as authorized by Management of the hospital for hours worked and designated as charge nurse for a nursing unit.

A charge pay premium of two dollars (\$2.00) per hour shall be paid to Staff Nurse IIIs as authorized by Management of the hospital for hours worked and designated as charge nurse for a nursing unit with the exception of those that qualify for the below.

As negotiated under the previously recognized Monterey County Registered Nurses' Association, Staff Nurse IIIs receiving a five percent (5%) differential for all hours worked shall continue to receive the differential and shall not be eligible for the charge pay premium of two dollars (\$2.00) per hour as defined above.

This agreement is effective the first full pay period following approval by the Monterey County Board of Supervisors and CNA.

The parties further agree to memorialize this agreement into the Memorandum of Understanding termed September 1, 2022- August 31, 2026.

For County of Monterey:

DocuSigned by:  
*Ariana Hurtado*

Ariana Hurtado

12/7/2022 | 1:18 PM PST

Date

For CNA:

DocuSigned by:  
*Teresa Mack*

Teresa Mack

12/7/2022 | 12:57 PM PST

Date

FOR CNA:

FOR COUNTY OF MONTEREY:

\_\_\_\_\_  
BONNIE CASTILLO                      DATE  
CNA/NNU/NNOC  
EXECUTIVE DIRECTOR

Ariana V. Hurtado                      3/20/23  
\_\_\_\_\_  
ARIANA V. HURTADO                      DATE

\_\_\_\_\_  
BENJAMIN ELLIOT                      DATE  
PUBLIC SECTOR DIRECTOR

Janine Bouyea                      3/21/23  
\_\_\_\_\_  
JANINE BOUYEA                      DATE

\_\_\_\_\_  
MICHELLE REYNA                      DATE  
PUBLIC SECTOR DIRECTOR  
COUNTY DISTRICTS

Cindy Girard-Berry                      3/21/2023  
\_\_\_\_\_  
CINDY GIRARD-BERRY                      DATE

Teresa Mack                      3/17/2023  
\_\_\_\_\_  
TERESA MACK                      DATE  
LABOR REPRESENTATIVE

Patsy Girard                      3/22/2023  
\_\_\_\_\_  
PATSY GIRARD                      DATE

Jennifer Jean-Pierre                      3/15/23  
\_\_\_\_\_  
JENNIFER JEAN-PIERRE                      DATE

Michelle Gomez                      3/20/23  
\_\_\_\_\_  
MICHELLE GOMEZ                      DATE

Scott Brusaschetti                      3/17/23  
\_\_\_\_\_  
SCOTT BRUSASCHETTI                      DATE

Kristy Ceballos                      3/17/23  
\_\_\_\_\_  
KRISTY CEBALLOS                      DATE

Claudia Soria                      3/16/23  
\_\_\_\_\_  
CLAUDIA SORIA                      DATE

Adriana Valle                      3/15/23  
\_\_\_\_\_  
ADRIANA VALLE                      DATE

