

MEMORANDUM OF AGREEMENT

Between the

County of Ventura



and the

California Nurses Association

2010-2012

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ARTICLE 1
TERM

Sec. 101 **Term:** This Memorandum of Agreement (hereinafter "Agreement") between the California Nurses Association (hereinafter "Association" or "CNA") and the County of Ventura (hereinafter "County") is effective from the date of approval by the County of Ventura Board of Supervisors up to and including midnight December 1, 2012.

Sec. 102 **Successor Agreement:** In the event CNA desires to negotiate a successor Agreement, CNA shall, no more than four (4) months and no less than three (3) months prior to the expiration date referenced in Section 101, serve on the County its written request to commence negotiations as well as its initial written proposals for such successor Agreement.

Upon receipt of such written notice and proposals, the County shall, within thirty (30) days, present counter-proposals. Negotiations shall begin within thirty (30) days after receipt of CNA's proposals unless otherwise agreed to by the parties. Sections of this Agreement not addressed by either party in their proposals shall remain in full force and effect when a successor Agreement is implemented.

ARTICLE 2
IMPLEMENTATION

This Agreement constitutes a mutual recommendation to be jointly submitted to the Ventura County Board of Supervisors (hereinafter referred to as "Board") and the California Nurses Association (hereinafter referred to as "CNA"). It is agreed that this Agreement shall not be binding upon the parties - either in whole or in part - unless and until approved by CNA and unless and until the Board:

- A. Acts, by majority vote, formally to approve said Agreement; and
- B. Enacts necessary resolutions and amendments to all County ordinances required to implement the provisions of this Agreement.

Commencing with the effective date specified in Section 101, this Agreement shall completely supersede the 2007-2009 agreement between the County and CNA.

**ARTICLE 3
RECOGNITION**

This Agreement shall apply only to persons employed as Regular Employees in the following classifications and in any future CNA represented classifications added subsequent to this agreement. "Regular Employee" shall mean an employee who holds an allocated full-time or less than full-time position in the County budget excluding, but not limited to, extra help, fixed term, or intermittent employees, enrollees in training programs, and independent contractors (e.g. registry and travelers).

Classification	Code
Clinic Nurse Specialist I	01482
Clinic Nurse Specialist II	01483
Clinical Nurse Specialist I	01624
Clinical Nurse Specialist II	01625
Clinical Nurse Specialist-Neonatal	01632
Hospital Nurse Specialist I	01394
Hospital Nurse Specialist II	01396
Licensed Vocational Nurse I	01086
Licensed Vocational Nurse II	01087
Licensed Vocational Nurse III	00146
Mental Health Nurse I	01221
Mental Health Nurse II	01222
Mental Health Nurse III	01223
Mental Health Nurse III – Acute Care	01598
Neonatal Nurse Specialist	00207
Non-Registered Nurse	01242
Nurse Practitioner I	01244
Nurse Practitioner II	00096
Nurse Practitioner III	01484
Physician's Assistant	00329
Psychiatric Technician	01246
Public Health Nurse I	01435
Public Health Nurse II	01433
Public Health Nurse III	01434
Public Health Nurse Coordinator	01623
Public Health Nurse Resource Specialist	01622
Registered Nurse	01475
Senior Psychiatric Technician	01247
Senior Registered Nurse	01696

The terms "employee" or "employees" as used in this Agreement shall refer only to persons employed by the County who fully meet the foregoing criteria. The term "he" or

"his" as used in this Agreement shall refer to all employees regardless of sex. The terms "wages", "salary", or "compensation" shall, unless otherwise provided, mean the applicable hourly or biweekly rate exclusive of any and all bonuses, differentials, or other enhancements.

ARTICLE 4 RETIREMENT

Sec. 401 **Continuation Of Pick-Up:** The County shall continue to contribute an amount equal to one percent (1%) of each employee's base hourly rate of pay/salary to each employee's retirement account pursuant to Government Code Section 31581.2, subject to the limitations contained in that section, effective September 9, 1984. For the purposes of taxation, this "pick-up" portion of the retirement contribution paid by the County under this Agreement shall not be regarded as ordinary income in accordance with both Section 414, subdivision (h) of the United States Internal Revenue Code and Government Code Section 31581.2.

Effective October 03, 2010, new hires shall be responsible for paying 100% of the normal contribution required to be paid by an employee member to the County retirement system.

Sec. 402 **Safe Harbor Retirement Plan:** CNA accepts the County's "Safe Harbor" retirement plan and agrees that said plan is offered in compliance with the provisions of the Omnibus Budget Reconciliation Act (OBRA), for employees not eligible for coverage under the provisions of the 1937 Retirement Act.

Sec. 403 **Retirement Incentive - 30 Year Employees:** Regular, full-time employees who have thirty (30) years or more of regular County service and are no longer subject to retirement deductions, shall be paid a four percent (4%) retirement incentive on a biweekly basis. This incentive shall be taxable and not be considered part of the employee's base salary. Payments made under the provisions of this Section shall be calculated at the salary rate in effect at the time such payment is made.

Sec. 404 **Purchase Of Prior Service:** Employees covered under this Agreement are eligible to purchase time for service under the Federal Civil Service, Los Angeles City Department of Water and Power, or State Teacher's retirement system, and military buy-back for employees with over thirty (30) years of County service for which the employee is not receiving, and will not receive, a pension.

- Sec. 405 **New Retirement Plan:** CNA agrees to fully participate in the development of a new, less expensive retirement plan applicable to either new, regular employees or current employees who voluntarily elect to participate in said plan. CNA's "participation" shall include, but not be limited to, meeting with the County, its designated actuary(ies) or consultant(s), and other potentially affected Unions/Associations in an attempt to design such a plan. Subsequent to agreement upon the provisions of said plan, CNA further agrees to fully support its implementation by actively working in conjunction with the aforementioned groups, to first introduce and then support (by lobbying and other related efforts) any legislation necessary.
- Sec. 406 **Retirement System Review:** The parties agree that during the term of this agreement if there is a Labor-Management Committee created to review the retirement system and it includes all recognized employee organizations, CNA will agree to participate.
- Sec. 407 **Manner of Taxation:** Effective on or before January 9, 2011, the County shall, in accordance with Internal Revenue Code Section 414(h)(2), declare that it has agreed to "pick-up" the value of the employee paid retirement contributions so that the taxable income of the employees shall be reduced by the amount of the retirement contributions they will be paying.

ARTICLE 5 SALARY PLAN

- Sec. 501 **Pay/Salary Increase** – There shall be no pay/salary increases during the term of this agreement.
- Sec. 502 **Compensation Schedule:** Except as otherwise provided herein, employees shall receive the compensation of the salary range assigned to the classification of the position in which they are employed and in accordance with the pertinent conditions of employment enumerated in this Agreement.
- Sec. 503 **Regular Pay Day:** Whenever compensation is fixed for any position, such compensation is the biweekly compensation to be paid to the person holding such position unless otherwise stated. Such biweekly compensation shall be paid to employees on or about the Friday following the end of the biweekly payroll period.
- Sec. 504 **Pay On Termination:** Upon certification of the Human Resources Director that the employment of any employee is terminated prior to the

expiration of the biweekly pay period, the compensation, and any other applicable incentive, bonus, or premium earned by that employee during that pay period, shall become due and shall be paid on the regular payday following the pay period in which termination occurred.

Sec. 505 **Pay For Less Than Full-Time Services Of Regular Exempt Employees:** Employees who are exempt from the overtime provisions of the FLSA are to be compensated on a salary basis only. In County service, an employee's FLSA status, and thus his method of compensation, is predetermined based on the job code in which the employee serves. The actual compensation for less than full time exempt employee is determined by the ratio of the agreed upon standard hours for the less than full-time function to the standard hours of 80 which are required for full-time employment. For example, a less than full time exempt employee with standard hours established at 40 would be paid 50 percent of the salary of an equivalent full-time employee in the same job code. Once determined by the assigned standard hours, this is the salary the less than full-time exempt employee will be paid every bi-week regardless of hours worked or reported.

Premium pay will also be paid to regular less than full-time employees on the same basis as full-time employees except that when premium pay is paid on a biweekly or monthly rate, that rate will be paid to less than full-time employees on a pro-rata basis.

Care must be used when assigning the standard hours of a less than full-time exempt employee. The standard hours of an exempt employee, not the actual hours worked, determines not only compensation but also impacts benefits, leave accruals, service hours, and retirement credits. Changes to the standard hours of an exempt employee shall be made no more frequently than once every three months and then only with the prior approval of the Director-Human Resources. More frequent changes would be viewed as an attempt to compensate an exempt employee on an hourly basis in violation of FLSA.

Sec. 506 **Payment For Services Rendered On An Annual Basis:** Whenever the salary for any position is established as an annual rate, the employee appointed to that position shall be paid on a biweekly basis a salary equal to one twenty-sixth of the annual salary.

Sec. 507 **Pay/Salary Range Changes:** Whenever a higher pay/salary range is assigned to a classification, an employee holding such classification shall have his pay/salary increased by the percentage increase in the classification's pay/salary range, provided that no pay/salary shall be lower

than the minimum of the new pay/salary range established for the classification. The employee's probation hours needed and/or merit increase hours needed shall not change in such an adjustment. Whenever a pay/salary range is assigned to a classification which previously was compensated on a flat rate, an employee shall either retain his pay/salary immediately prior to the establishing of such pay/salary range or receive the minimum of the pay/salary range established for the classification, whichever is greater. Whenever the County Executive Officer furnishes reasonable proof that an appointive employee whose classification was previously compensated on a flat rate is deserving of a higher placement in the newly established pay/salary range than the minimum of such range, the Board may authorize an adjustment to any point in the pay/salary range assigned to the classification. The employee's probation hours needed and/or merit increase hours needed shall not be affected by such an adjustment.

Whenever a lower pay/salary range is assigned to a classification, an employee holding that class shall receive the same pay/salary he was receiving on the day preceding the effective date of the new range if such pay/salary placement is within the newly established pay/salary range. In all other instances, whenever a lower pay/salary range is assigned to a classification, an employee holding the class whose pay/salary immediately preceding the effective date of the new range was in excess of the maximum of the new range, then such employee shall receive the maximum of the new range. The probation hours needed and/or merit increase hours needed of an employee affected by the establishment of lower pay/salary ranges for his classification shall not be affected by such an adjustment.

Sec. 508 **Pay/Salary On "Y" Rating:** When an employee is "Y" rated, his pay/salary immediately prior to the date of downward reclassification is frozen and may not be increased until the maximum of the pay/salary range assigned his new classification exceeds the pay/salary he was earning immediately prior to establishment of the "Y" rate. The employee shall then be placed at the point in the range most closely representing an approximately five percent (5%) increase in pay/salary and shall retain his probation hours needed and/or merit increase hours needed that was in effect immediately prior to the establishment of the "Y" rate. For purposes of this section the term "Y" rate shall mean the amount equal to the difference between the pay/salary for the prior classification and the new classification.

Sec. 509 **Pay/Salary Rate On Transfer:** Whenever an employee is voluntarily or involuntarily transferred or assigned to a position in a different

classification having the same pay/salary range as his former position, he shall retain his pay/salary rate and his probation hours needed and/or merit increase hours needed.

Sec. 510 **Priority Of Increases:** Whenever a general increase, a merit pay/salary increase, a higher pay/salary range or pay/salary range placement, a promotional pay/salary increase or any combination thereof are effective on the same date, the pay/salary to which an employee is entitled shall be fixed as follows: to the pay/salary received by the employee on the preceding day shall first be added any general pay/salary increase, then any higher pay/salary range or pay/salary range placement, then any merit increase, and then any promotional increase.

Sec. 511 **Pay/Salary On Demotion Of A Promotional Probationary Employee:**

A. A promotional probationary employee demoted to the class he formerly occupied in good standing shall have the pay/salary status, probation hours needed and/or merit increase hours needed he would have achieved if he had remained in the lower class throughout the period of his service in the higher class.

B. Upon the request of the employee, a probationary employee may, upon approval of the Agency/Department head, be demoted to a class in which he did not previously hold status provided the Director-Human Resources certifies that said employee is qualified for the position to which he is demoted. Such employee shall be demoted to the entry level pay/salary in the lower class or, upon request by the Agency/Department head and approval by the Director-Human Resources, retain his current pay/salary or receive the top of the range for the lower class, whichever is less. The employee shall also be required to serve a new probationary period.

Sec. 512 **Pay/Salary On Demotion:** Whenever an employee who has completed his probationary period in a higher class is then demoted to a position in a lower class for reasons other than unsatisfactory performance, or for functional disability, he shall receive the highest pay/salary on the new range that does not exceed his hourly rate of pay/salary immediately prior to demotion and shall retain his merit increase hours needed.

Sec. 513 **Merit Increases Within The Pay/Salary Range:** Merit increases within a range shall not be automatic. They shall be based on merit and shall require the written approval of the appointing authority, containing the effective date thereof. Except as otherwise provided, a merit increase

shall consist of an increase of approximately five percent (5%) within a range for the class unless the employee is less than five percent (5%) from the top of the range and, in such a case, the increase shall be to the top of the pay/salary range. Qualifying service for merit increase consideration shall be by compensable hours, which include all paid hours exclusive of overtime compensation.

Sec. 514 **Time For Merit Increases:** A newly appointed, re-employed, or promoted employee may qualify for:

- A. An initial merit increase within the pay/salary range upon completion of at least 1,040 hours of compensable service, exclusive of overtime, in that job code.
- B. Succeeding merit increases within the pay/salary range upon completion of at least each additional 2,080 hours of compensable service, exclusive of overtime in that class.

No increase may be given which results in the employee receiving any amount in excess of the top of the pay/salary range of the classification in which he is employed. The period of service required to qualify for merit increases by regular less than full-time employees shall be the same as a regular full-time employee. The decision to grant merit increases shall not be subject to the Arbitration provision of this Agreement but shall instead be appealable via the grievance procedure to the Agency Head whose decision shall be final and binding on the parties. All approved merit increases will be effective on the first Sunday of the pay period after completing the required compensable hours of service.

Sec. 515 **Merit Review:** At least one (1) pay period prior to the employee's merit increase, the appointing authority shall notify the Director-Human Resources and the employee in writing of his decisions regarding approval or denial of a merit increase. In all cases, the decision of the appointing authority shall be based on the employee's performance.

Sec. 516 **Denial Of Merit Increase:** If, in the appointing authority's judgment, the employee's performance does not warrant a merit increase upon meeting the service requirements of Section 519, the Department/Agency head may deny the increase and must complete the County Performance Evaluation rating form. Any time prior to the employee qualifying for his next scheduled merit increase, the employee may request a review of his merit increase by the appointing authority or the appointing authority, by his own initiative, may review the matter. If the appointing authority concurs with the requested review or if the appointing authority

independently initiate his own review, then the appointing authority shall reopen the matter by submitting another performance rating and recommendation. If after a merit denial an employee's merit increase is granted any time prior to the employee qualifying for his next scheduled merit increase, that employee's following merit increase shall not be due until the employee has completed at least an additional 2,080 hours of compensable service.

- Sec. 517 **Correcting Error In Overlooking Merit Increase:** Upon discovery that an employee who would otherwise have been recommended for a merit increase failed to receive such increase as the result of an oversight or system error, the Auditor-Controller shall compensate the employee for the additional salary he should have received dating from the first day of the pay period after which he would have satisfied the merit increase hours needed by adding said additional salary to the employee's next biweekly paycheck. In such cases, the employee's current merit increase hours needed will be adjusted as necessary.
- Sec. 518 **Pay/Salary Placement - Nursing Personnel:** Upon Request Of the HCA Director and approval by the Director -Human Resources (or designated representatives), a newly appointed or reinstated employee assigned to any classification represented by CNA may receive a pay/salary placement at any point within the range assigned to the job classification involved. Such reinstatement pay/salary placement shall be limited to employees who formerly held permanent status in a classification CNA represented and who made such request for reinstatement within two (2) years after their effective date of termination. The provisions of this section are not applicable to pay/salary placement resulting from promotional examinations or appointment from Reemployment or Classification Reinstatement eligible lists.
- Sec. 519 **Pay/Salary On Promotion:** Except as provided below, a regular employee who is promoted to a position in a class having a higher pay/salary rate shall receive the entry level pay/salary for the higher class or such higher amount as would constitute a pay/salary increase of approximately five percent (5%) on the range over the pay/salary received prior to promotion, whichever is greater.
- A. Notwithstanding the provisions described above, a regular employee who is promoted to a position in a class having a higher pay/salary rate may, upon recommendation of his appointing authority and subject to the approvals described below, have his initial pay/salary established at any point of the pay/salary range. Such rate must, however, be at least the entry rate for the higher

class or such higher amount as would constitute a pay/salary increase of approximately five percent (5%) on the range over the pay/salary received prior to promotion, whichever is greater. A pay/salary established as a result of this provision is subject to the following approvals:

1. Up to the midpoint of the pay/salary range - approval by the Director - Human Resources.
2. From the midpoint to the top of the pay/salary range - approval by the County Executive Officer.

The advanced pay/salary placement of a regular employee may be made when:

1. No qualified person can be recruited to fill a position at a minimum rate; or,
2. The skills or experience of the regular employee warrant a higher pay/salary placement.

CNA shall be notified of promotions made above the midpoint of the pay/salary range.

Sec. 520 **Effective Date of Promotion:** Whenever a person is promoted, the effective date of his promotion shall always be the first (1st) Sunday of the pay period.

Sec. 521 **Pay/Salary On Temporary Promotion:** An employee assigned to a higher classification to fill a vacancy caused by sick leave or other approved leave of absence, or any other reasons stipulated by this Agreement, and who serves in said higher classification for forty (40) consecutive work hours, shall thereafter be paid according to the pay/salary range of the class to which he has been temporarily promoted. Upon temporary promotion, an employee will receive either the minimum of the new pay/salary range or a five percent (5%) increase over his present pay/salary, whichever is greater. In no case shall such pay/salary adjustment place the employee beyond the pay/salary range of the position to which he has been temporarily promoted. An employee so temporarily promoted shall receive this pay/salary as long as he continues to serve in said higher classification and shall be entitled to receive increases within the range for the position as provided in this Agreement as though he had been appointed on the day he began to receive the pay/salary designated for the position. The forty (40) hour waiting period

shall apply each time an employee is assigned to a higher classification in this manner.

This provision excludes those classifications whose specific duties and responsibilities require supervision in the absence of an immediate supervisor.

Sec. 522 **Payroll/Human Resources System Reopener:** The parties agree that if, during the life of this agreement, a new "Payroll/Human Resources" system is adopted, the County and CNA shall meet and confer prior to the implementation of the new system regarding any changes requiring negotiations that would affect employees.

Sec. 523 **Recruitment and Retention Committee:** A Joint Labor Management Committee (JLMC) may be convened by either party, but no more than once per quarter, to investigate recruitment and retention issues pertaining to nursing classifications represented by CNA. The JLMC shall consist of two members from the bargaining unit appointed by CNA, one CNA staff member, two members from the Health Care Agency, and one member from the County Executive Office. Findings shall be reported to the County Executive Office for final recommendation.

ARTICLE 6
PREMIUM PAY

Sec. 601 **Bilingual Premium Pay:** Positions which require the use of bilingual skills shall be allocated for bilingual premium pay at the I, II, or III level. The allocation of positions among the respective levels shall be made by the Agency/Department Head, based upon criteria established by, and subject to approval by, the Director - Human Resources. The level of an employee's bilingual proficiency shall be determined by an examination administered by the Director - Human Resources. Employees assigned to such positions shall be eligible for bilingual premium pay at the level of their position or the level of their proficiency, whichever is less, subject to the conditions set forth herein.

Upon adoption of this agreement by the Board of Supervisors the rates for the respective levels are:

<u>Bilingual Level</u>	<u>Premium Pay</u>
I	\$.65/HR
II	\$.80/HR
III	\$.90/HR

Employees in positions eligible to receive this premium shall receive the appropriate rate per hour compensated per biweekly pay period. Such premium pay shall be in addition to their base pay. To be eligible to receive this premium pay, upon the recommendation of the Agency/Department Head and the Director - Human Resources, the County Executive Officer must designate that such payment will be made.

Sec. 602 **Standby Premium Pay:** Should an employee be placed on formal standby duty, such an employee shall be compensated for actual time on call at one-quarter (1/4) of his regular hourly wage or at the Federal minimum wage, whichever is greater, and for time worked as a result of a callback to duty at one and one-half times his hourly wage. In no instance shall a callback to duty be considered as less than two (2) hours for pay purposes. No employee shall be paid for call back time and standby simultaneously. All employees excluded from the overtime provisions of this Agreement are also excluded from the provisions of this Section.

It is the intent of the parties that, on a unit-by-unit or, if appropriate, specialty basis, employees should not be involuntarily scheduled to serve on formal standby when other unit or specialty employees have volunteered to do so. Procedures governing the bidding for standby shall be established in accordance with the aforementioned intent provided, however, the parties agree that Management is otherwise exclusively vested with the right to schedule standby as operationally appropriate. Upon the request of Management, an employee may agree to work a callback in a unit other than that for which he/she is initially scheduled for standby. As an alternative to standby, employees may be assigned any duties necessary for the operations of VCMC to include working outside the classification of nursing duties.

County agrees to count towards retirement those hours worked as a result of call back to duty. At no time will hours worked over a total of 80 in a bi-week count towards retirement. County commits to have this procedure in place by the second reading and approval by the County Board of Supervisors of this agreement.

Sec. 603 **Evening And Night Shift Differential Premium Pay:** Shift differential pay shall be paid as described below.

A. Evening Pay

1. Twelve (12) hour shifts - When required to work seven-twelfths (7/12) of any shift between 10:00 a.m. and 3:00 a.m.

employees shall be paid seven and one-half (7.5%) in addition to the employee's base pay/salary for all hours worked in the evening shift.

2. Eight (8) hour shifts - When required to work five-eighths (5/8) of any shift between 3:00 p.m. and 11:00 p.m. employees shall be paid seven and one-half (7.5%) in addition to the employee's base pay/salary for all hours worked in the evening shift.

B. Night Pay

1. Twelve (12) hour shifts - When required to work seven-twelfths (7/12) of any shift between 7:00 p.m. and 7:00 a.m. employees shall be paid fifteen percent (15%) in addition to the employee's base pay/salary for all hours worked in the night shift.
2. Eight (8) hour shifts - When required to work five-eighths (5/8) of any shift between 11:00 p.m. and 7:00 a.m. employees shall be paid fifteen percent (15%) in addition to the employee's base pay/salary for all hours worked in the night shift.

Sec. 604 **Evening And Night Shift Differential Compensation While On Paid Leave:** All paid leave shall include compensation for shift differential for those employees exclusively assigned to work hours qualifying for such differential under Section 603. All other employees shall only receive shift differential during those hours actually worked which qualify for the differential.

Sec. 605 **In-House Registry:** The County agrees to implement an In-House Registry as described in Exhibit A.

ARTICLE 7
HEALTH INSURANCE

Sec. 701 **County Contribution:**

- A. Full-time employees covered by this Agreement are provided benefits by the County of Ventura Flexible Benefits Program ("Cafeteria Plan"). Subject to the terms and conditions of the Cafeteria Plan Document, the County shall contribute \$273.00 per

biweekly pay period toward the Cafeteria Plan for each full-time employee.

- B. Effective December 18, 2005, flexible credits for enrolled less than full-time employees shall be established on a separate basis from full-time employees. For each enrolled less than full-time employee, and subject to the conditions of the plan document, the County shall contribute an amount not to exceed \$184.00 per bi-weekly pay period towards the Flexible Benefits Program. For purposes of this Article only, less than full-time employees shall be defined as those who work no fewer than forty (40) hours but less than sixty-four (64) hours per biweekly pay period

Sec. 702 **Continuation Of Medical Plan:** It is the intent of the parties to fully comply with the provisions of both the Federal Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). Notwithstanding the requirements of either Act, should an employee go on a medical or maternity leave of absence without pay, or a qualifying personal leave to care for a spouse, child, or parent with a bona-fide serious medical condition, the County agrees to continue to make its contribution to the medical premium for up to six (6) biweekly pay periods provided, however, that any such biweekly period covered pursuant to this provision shall be credited towards, and not be considered in addition to, any requirement of the FMLA or CFRA. The number of hours of compensation upon which payment of this premium is based shall be the number of hours in the employee's regular work schedule in the pay period immediately preceding the placement of the employee on leave of absence without pay.

Sec. 703 **Labor/Management Committee:** CNA agrees that it is in the best interest of the parties to review the current Health Insurance Plan to determine if the Plan design is the most efficient and economical for the benefits provided by the plan. The County agrees to consult with CNA, per Section 704, on health insurance benefits and the solution of claims processing problems when requested. Accordingly, the parties agree to the continuation of a joint management/labor health care cost containment committee. Such committee shall meet quarterly for the purpose of discussing cost containment alternatives, reviewing financial progress of the plan and assisting in educational activities.

Sec. 704 **County's Right To Make Changes:** The parties agree that the County retains the exclusive right to make changes necessary to administer the Cafeteria Plan, and CNA specifically waives any rights it may have to meet and confer with respect to the decision or impact of changes. Such

changes may include, but are not limited to, the addition or deletion of plans, plan benefits, and/or increases or decreases in benefit rates.

Notwithstanding the above, County agrees to give CNA thirty (30) days notice of any changes proposed to be made to the Plan and to afford CNA an opportunity to express its opinion regarding them. Any changes in the plan initiated by the County must be submitted to the Board of Supervisors for approval at a regular session. Said notice and opportunity to communicate shall not be interpreted as an obligation on the part of the County or a right on the part of CNA to meet and confer or otherwise consult or negotiate regarding these issues.

Sec. 705 **State Disability Insurance (SDI):** The parties agree to continue participation in the employee paid State Disability Insurance Program (SDI) pursuant to applicable State regulations and the following provisions:

- A. For purposes of this Section only, the term "employee" shall include regular employees assigned to County classifications. This inclusion in the SDI program will not confer any representation rights to temporary help employees or alter in any way the definition of "employee" in the County's Personnel Rules and Regulations or this Agreement.
- B. If the bargaining unit chooses to withdraw from SDI after the required two (2) years, its membership must present, via CNA, a majority petition indicating such desire.
- C. This program shall be administered by the County.
- D. The employee shall pay all costs of the program.
- E. Per State regulations, benefits for employees not previously covered by SDI shall become effective approximately seven (7) months after enrollment.

ARTICLE 8 OTHER COMPENSABLE BENEFITS

Sec. 801 **Mileage Reimbursement:** Employees who are required to use their personal vehicles for County business shall be reimbursed at a rate equivalent to the Standard Mileage Rate established by proclamation of the Internal Revenue Service.

- Sec. 802 **Necessary And Actual Expenses:** Necessary and actual expenses incurred by an employee while attending to business of the County may be reimbursed with the approval and authorization of the Department/ Agency Head. A statement of justification satisfactory to the Auditor- Controller shall be submitted with the claims. Such reimbursement, however, does not apply whenever the provisions in law provide for payment of such expenses.
- Sec. 803 **Weekends Worked:** Any regular employee in any classification represented by this Agreement who works a weekend shift shall receive, in addition to all other compensation allowed for in these Articles, two dollars (\$2.00) per hour for all hours worked during the weekend shift. Weekend shift hours fall in the period between 11:00 p.m. Friday and 7:00 a.m. Monday.
- Sec. 804 **Conferences And Seminars:** The County recognizes the value to be obtained from having employees attend management approved job-related conferences and seminars. It shall be the policy of the County, whenever possible and within departmental guidelines, to advance employee's transportation, lodging, and meal allowances, if applicable, prior to the employee leaving for the conference or seminar.
- Sec. 805 **Certification Pay:** Any permanent employee in any classification represented by this Agreement who acquires and maintains certification(s) issued by a national or state recognized organization is eligible for certification pay per shift of \$0.625 per hour compensated for each certification to a maximum of five (5) certifications per employee upon the employee providing appropriate documentation and requesting certification pay. In order to qualify for the certification pay, certifications must be deemed clinically appropriate by Nursing Administrators and must be related to the employee's regular assignment.

Any employee who receives the Certification Pay pursuant to the provisions of this Section, and who is absent as the result of having utilized a day of paid sick leave, paid annual leave, paid vacation, or paid holiday, shall continue to receive the Certification Pay as if they had worked their regular shift for that day(s). Any otherwise eligible part-time employee who takes such day of paid leave off, shall be compensated on a pro-rata basis.

Employees that move departments shall be given up to 6 months, if necessary, to acquire the applicable certifications of the new department without any loss of certification pay.

Sec. 806 **Public Health Nurse Certificate:** Effective January 27, 2008, the base salary of Public Health Nurses, with exception to those holding a Master's degree, shall receive a Public Health Nurse Certificate premium differential of 3.5%.

Sec. 807 **"Charge Nurse" Premium Pay:** As designated and approved by VCMC/SPH Nursing Administration, a premium will be paid for each full shift worked as follows:

- A. One dollar (\$1.00) per hour for all VCMC Nursing Units including for relief "Mental Health Nurse III"; and,
- B. Three dollars (\$3.00) per hour for VCMC relief "House Supervisor."

Sec. 808 **Preceptor Pay:** An RN who is assigned by the Director of Nursing or their designee and has verifiable competencies to perform, as a preceptor, shall receive an additional compensation of one dollar (\$1.00) per hour for any hours recognized as precepting. This preceptor pay will become effective the pay period beginning February 12, 2006.

Sec. 809 **Continuous County Service:** Effective December 28, 2008, employees with the following years of continuous County service shall receive the following incentive pay:

- 7 years – 1.0%
- 12 years – 1.25%
- 17 years – 1.5%

For the purpose of this section, 1 year of service is equal to 2,080 hours of service in an eligible classification.

In the event a CNA-represented employee promotes into one of the following seven (7) management classifications and subsequently demotes back to a CNA-represented class, the time spent in the management class shall count toward continuous County service in a class that is now represented by CNA for the purposes of this section.

Management Classifications:

- Supervising Public Health Nurse (01902)
- Hospital Nurse Manager (01370)
- Director Hospital Nursing (00642)
- Clinical Nurse Manager (01371)
- Assistant Director Hospital Nursing (00079)

Supervisor-Mental Health Services (01148)
Supervisor-Mental Health Services Inpatient (01540)

Sec. 810 **Float Nurse Premium Pay:** As designated by the Director of Nursing or designee, a nurse who floats from his/her home unit will be paid a premium of two dollars and fifty cents (\$2.50) per hour for any hours worked in a unit other than their home unit. This does not pertain to a nurse who is working in another unit on an In-House Registry shift.

See Exhibit B.

Sec. 811 A. Educational Incentive: In addition to his/her base hourly wage, an employee shall receive incentive pay in the noted amounts for educational attainments which, as per the official class specification maintained by the County Human Resources Department, are not specifically required for the classification in which he/she is employed:

Associate's Degree.....	+2.5%
Bachelor's Degree.....	+3.5%
Graduate's Degree.....	+5.0%

Incentives may be granted pursuant to this subsection only after submission of appropriate documentation to, and approval by, the Director - Human Resources.

B. Educational Incentive - In General: No employee shall be eligible to receive more than one level of educational incentive pay. An employee shall be eligible to receive only the highest level for which the employee qualifies.

Sec. 812 **Personal Property Reimbursement Policy:**

A. Criteria - When employees have an item of personal property lost, damaged or stolen while in the line of duty and through no fault of their own and when that item is necessarily worn, carried or required as part of their job, a claim for reimbursement may be submitted to the Safety and Claims Officer.

B. Amount of Claim - The minimum claim shall be for a cumulative total of ten dollars (\$10) per incident; claims of under ten dollars shall not be processed. The maximum amount any one employee may claim is five hundred dollars (\$500) in one year.

- C. Level of Reimbursement - Glasses, dentures, hearing aids or other prosthesis and watches will be reimbursed as provided for in Section D. All items of personal property listed in Table I which are damaged, lost or stolen will be reimbursed at a formula rate, as provided for in Tables I and II. Such a formula will be based on the age, replacement cost, life expectancy and condition of the article at the time it was lost, damaged or stolen. The formula is derived by use of the following table:

TABLE I - LIFE EXPECTANCY RATE

MEN'S WEAR		WOMEN'S WEAR	
Item	Rate (Yrs)	Item	Rate (Yrs)
Coats & Jackets	3	Coats & Jackets	3
- Leather & Suede	4	- Leather & Suede	4
Hats	1	Blouses	1.5
Neckties	1	Dresses	2
Rainwear		Rainwear	
- Plastic	1	- Plastic	1
- Fabric	2	- Fabric	2
Shoes	1.5	Shoes	9 mos
Shirts	1.5	Shirts	2
Slacks	2	Slacks	1.5
Suits	3	Suits	3
Sweaters	2.5	Sweaters	2
Socks	.5	Uniforms	1.5
Sport Coats	4	Underwear	
Work Clothes	.5	- Foundation Garments	6 mos
Underwear	1	- Panties	6 mos
		- Slips	1.5

TABLE II - CALCULATION OF CLAIMS REIMBURSEMENT VALUES

Life Expectancy Rating					Reimbursement Value		
AGE OF ARTICLE IN MONTHS					% OF REPLACEMENT COST		
1	2	3	4	5	EXCELLENT	AVERAGE	POOR
0-4	0-4	0-4	0-4	0-4	100%	100%	100%
4-7	4-7	4-10	4-13	4-16	75%	75%	60%
7-9	7-13	10-19	13-25	16-31	70%	60%	45%
9-11	13-19	19-28	25-37	31-46	50%	40%	30%
11-13	19-25	28-37	37-49	46-61	30%	20%	15%
13-62	25-62	37-62	56-62	61-62	20%	15%	10%
62+	62+	62+	62+	62+	--	--	--

Using the replacement cost, the life expectancy, the actual age and condition, a reimbursement percentage will be established and from that the amount of payment will be determined. All items will be subject to a ten dollar (\$10) minimum claim limit and a maximum payment of five hundred dollars (\$500).

- D. The amount of reimbursement for glasses, hearing aids or other personal prosthesis will be replacement cost less any insurance payment, if any, of lost or stolen items or the repair cost of items that are repairable. The amount of reimbursement shall not include the cost of fittings or examinations and will be subject to a ten dollar (\$10) minimum claim limit and a maximum of five hundred dollars (\$500).

Jewelry items will not be reimbursable. Lost, stolen or damaged watches required by employment will be reimbursed at their functional value, (i.e., minus their jewelry value) to a maximum of seventy dollars (\$70). They will also be subject to a ten dollar (\$10) deductible.

All damages to private automobiles or automobile equipment will not be reimbursable under this policy.

EXAMPLE:

<u>Man's Slacks:</u>	Replacement Cost	\$18.00
	Life Expectancy	Two years
	Actual Age:	18 months
	Condition:	Average
	Reimbursement Value:	40% or \$7.20

ARTICLE 9

TEXTBOOK AND TUITION REIMBURSEMENT

- Sec. 901 **Purpose:** To provide a program whereby employees are reimbursed for the costs of textbooks, tuition, registration and laboratory fees for occupationally related school courses, workshops, and seminars satisfactorily completed on the employee's own time.
- Sec. 902 **Eligible Employees:** Regular, probationary, full time and less than full-time employees (on a pro rata basis) are eligible to participate in this program.
- Sec. 903 **Courses Eligible:** The following criteria will be used in determining eligibility for reimbursement:

- A. Courses must have a reasonable potential for resulting in more effective County service.
- B. Courses directly related to the employee's occupational field are eligible.
- C. Courses that are prerequisite to job-related courses are also eligible.
- D. Job-related courses preparing an employee for promotion in his job field, or a job field for which there are promotional opportunities within County service.
- E. Course work which is required to receive a job-related Bachelor's or Master's Degree is eligible for reimbursement.
- F. Courses must be satisfactorily completed. A grade of "C" or its equivalent is required for reimbursement. A grade of "A" or "B" or its equivalent (Pass for Pass/Fail courses) is required for reimbursement for graduate courses.
- G. Job-related courses, conferences and seminars offered by professional societies approved by the Director of Health Care Agency or his representative also qualify for reimbursement under the County Textbook and Tuition Reimbursement Program.
- H. Courses must be offered by a school recognized by the State of California, the Department of Health, Education and Welfare, or the Veteran's Administration, unless otherwise provided in this Article.
- I. Seminars and workshops directly job-related are eligible if offered in conjunction with a recognized college, educational institution or professional organization. The course work must be recommended and approved by the Department/Agency head.

Sec. 904 Courses Not Eligible For Reimbursement:

- A. Those taken to bring unsatisfactory performance up to an acceptable level.
- B. Those which duplicate in-service training.
- C. Those which duplicate training the employee has already received.

Sec. 905 **Textbook And Tuition Reimbursement:** Employees shall be eligible for 100% reimbursement for Agency approved, off duty, job-related recognized coursework up to a maximum of six hundred dollars (\$600.00) per fiscal year for lower division courses and/or nine hundred dollars (\$900.00) per fiscal year for upper division or graduate coursework. Employees shall be eligible for 100% reimbursement for Agency approved, off duty, job-related nurse certification testing fees to a maximum of nine hundred dollars (\$900.00) per fiscal year. The approval referenced herein must be obtained prior to registration for the class/test. This benefit is to be applied to the fiscal year in which the coursework/test is completed.

Employees who work a .9 work schedule or greater shall be eligible for 100% reimbursement.

Sec. 906 **Costs Not Covered:** In terms of both time and money, the following costs are not covered by the program:

- A. Courses must be taken on the employee's own time, on compensatory time, or vacation time, or administrative leave approved in advance by the Department/Agency head. Department/Agency heads are encouraged to adjust schedules whenever possible to allow employees to attend classes and make up any time lost. The intent of this section is to not provide for time off with pay.
- B. Neither transportation nor mileage reimbursement are provided for by this program.
- C. Parking fees, meals and other costs not specifically covered in this program will not be paid by the County.
- D. Costs for which reimbursement is received from other sources, except that portion not covered from other sources will be paid by the County up to the maximum as provided by this Article.

Sec. 907 **Textbook And Tuition Program Administration:** The Department/Agency head is responsible for the administration of this program. Applications for reimbursement must receive approval by the Department/Agency head prior to the first class session. An official record of grades and receipts must be received by the Department/Agency head within ninety (90) days after the last class session. Reimbursement will be made to the employee within two (2) weeks after grade cards and receipts have been received by the Department/Agency head. New employees, however, will not be reimbursed until they have completed 1,040 hours of compensable service with the

County. The Director - Human Resources may develop such forms and additional procedures necessary to accomplish the intent of this textbook and tuition program.

Sec. 908 **Use Of Textbook & Tuition - Out Of State:** An employee shall be entitled to reimbursement for classes/courses taken out of state, provided that all the above criteria are met and it results in no additional cost to the County.

Sec. 909 **Bachelors of Science in Nursing California State Dominguez Hills:** The Health Care Agency (HCA) in conjunction with Cal State Dominguez Hills (CSUDH) is offering a pilot program for Bachelor of Science in Nursing (BSN) students employed with HCA. Registered Nurses (R.N.'s) who qualify for the CSUDH BSN Degree in Nursing at the HCA's on site program may be eligible to receive up to a maximum of two thousand dollars (\$2,000) each fiscal year for textbook and tuition reimbursement in addition to the reimbursement allowed by section 905 of this MOA. Participants of this program must utilize the amounts allotted in Section 905 prior to receiving any reimbursement from this program's funds and must currently be employed by the Health Care Agency to receive said reimbursement. The employee (R.N.) must have passing grades each semester in order to continue eligibility in this program. There will be a maximum of forty (40) program participants (employees) awarded this reimbursement per fiscal year. Full time employees will receive priority.

This is a pilot program and subject to an annual review of effectiveness by the Health Care Agency, to be approved by the County Executive Office. This review will determine the ability to continue enrolling new students/employees into the program. In the event that the program is discontinued, existing students/employees may be allowed to complete their program on a case by case basis based on available funds, approved by the Health Care Agency.

ARTICLE 10 HOURS OF WORK

Sec. 1001 **Normal 80-Hour Biweekly Work Schedule:** Except as may be otherwise provided herein or by law, the County's normal biweekly work schedule shall consist of ten (10) working days of eight (8) hours each. The provisions of this Article are intended to define a normal work schedule and do not, in any way, guarantee a minimum number of hours of work. The County retains its right to relieve employees from duty because of lack of work or for other legitimate reasons; however, this does not preclude employees or CNA from grieving the practical consequences of that action.

Sec. 1002 **Other Allowable Work Schedules:** A Department/Agency head may, following communication with the employees involved, assign, or reassign, employees of the Department or Agency to any schedule which aids the Department's/Agency's ability to serve the public if such schedule is not a violation of State or Federal law. Whenever possible, and on a unit-by-unit basis, the County agrees to provide at least three (3) weeks advance notice prior to implementation to both the affected employees and CNA of any change to the unit's scheduled work hours. The Nurse Manager of the specified unit will discuss with the employee prior to the change being made. For purposes of this section, "unit" shall be defined in the same manner as is found in Section 1008G. Public Health shall be defined as a unit for the purposes of this section only.

Sec. 1003 **Schedule Changes:** The County and CNA agree to meet and discuss problems with, or changes to, work schedules on a Department/Agency basis upon request of either party. CNA represented member schedules will be posted twenty one (21) days in advance from the first day of the new schedule. Once posted, any and all changes made by a CNA member or a manager will be mutually agreed on prior to the change occurring.

Sec. 1004 **Permanent Weekend Assignment:** If a CNA represented employee who was hired to work weekends wants a weekend off and is able to find a like replacement, that does not incur overtime or Registry use, that employee will be given the weekend off if approved by Management prior to taking time off and will not be unnecessarily denied.

Sec. 1005 **Employees Working Night Shifts:** Those employees on a straight eight (8) or twelve (12) hour night shift shall, respectively, work eight (8) or twelve (12) hours straight inclusive of all breaks. Nothing herein precludes a CNA represented employee from taking a rest break if operationally feasible.

Sec. 1006 **Benefit Accruals For Other Than 8-Hour Employees:** Benefit accruals for full-time regular employees on work schedules consisting of shifts other than eight (8) hours shall be on the same hourly basis as other full-time regular employees, with accrual based on regular scheduled hours.

Sec. 1007 **Variable Work Hour Program:**

A. DEFINITIONS:

1. Variable Work Hours will be defined as either a compressed work week, or flexible working hours.

2. Compressed Work Week is defined as a work week schedule which permits employees to work their usual number of working hours in fewer days per pay period; for example, by working the "normal" weekly hours in four days (4/10) or the "normal" biweekly hours in nine days (9/80).
3. Flexible Working Hours gives the employees the options of changing their starting and ending times on a periodic basis as determined by management in consultation with the employee.
4. Job Sharing – County will consider job sharing as budget and program constraints allow as outlined in the County Administrative Policy Manual.

B. CONDITIONS:

When a variable work hour arrangement is implemented, the following conditions will apply:

1. The determination to implement a variable work hour program shall be at the sole discretion of the Department/Agency Head.
2. A Department/Agency Director may decide to cancel the program at any time, at which time the employees shall be assigned another work schedule. Cancellation will be preceded by a fourteen (14) calendar day notification.
3. Eligibility for variable work hours will be at the sole discretion of the Department/Agency Head.
4. On a compressed work week program, use of full vacation, sick or annual leave day will be charged according to the scheduled day; for instance, 10 hours will be charged to an employee on the 4/10 schedule, and, depending upon the scheduled hours of the employee, either 8 or 9 hours if scheduled to work the 9/80.
5. Any employee requesting change in a schedule or flexible working hours schedule will require his supervisor's approval, subject to management's review.
6. Any change in working hours schedule shall be at the sole discretion of the appropriate supervisor/manager.

7. Preference in selecting a day off, or variable hours starting and ending time, may be given to employees with ridesharing arrangements, or dependent care considerations. This is a guideline for use by managers in determining work flow and coverage issues.
8. Holidays represent leave with pay equivalent to the employees regular work schedule for the day of the holiday.
9. Employees and managers/supervisors may be required to complete periodic surveys, to evaluate the effects of the program.
10. Employees participating in the program will be required to sign an agreement that they have read and understand the program.

Sec. 1008 **Low Census Time Off:** At the sole discretion of VCMC management, employees may be relieved from duty without pay at any time it is determined that the patient census is such that their services are not immediately necessary.

- A. Before employees covered by this Agreement are relieved from duty, and on a unit-by-unit (or if appropriate, specialty) basis, the following must first occur:
 1. Any registry employee working in the unit will be relieved from duty.
 2. Any extra-help, intermittent, or "Per Diem" employee working in the unit will be relieved from duty.
 3. Employees in the unit covered by this Agreement working a non-regularly scheduled shift may then be relieved from duty.
 4. If deemed appropriate by Management, employees in the affected unit covered by this Agreement may then be assigned to "float" into other units.
 5. Employees in the unit covered by this Agreement working their regularly scheduled shift will then be polled to determine whether or not any of them wish to volunteer for relief from duty.
 6. Management will attempt to provide coverage for nurses' meal breaks, though VCMC is not obligated to fulfill a nurse's entire

scheduled shift. To accomplish this, if deemed appropriate by management, nurses may be assigned to float outside their specialty unit/cluster, if they have the competencies to do so.

- B. Subject to legitimate patient care considerations as determined by VCMC Nursing Administration, those unit employees working their regularly scheduled shift remaining after management has undertaken the aforementioned actions will then be relieved from duty, provided, however, employees so relieved shall have the option of working at least 2 hours. It is not the intent of the County to use low census call off to lower the standards of quality patient care. Accurate records shall be kept reflecting the number of hours each regularly-assigned unit employee has been relieved from duty under this provision. The initial rotation shall be by alphabetical order. During the initial rotation, new unit employees shall go to the end of the alphabetical list. Upon completion of a full rotation, and subject to all other provisions of this section, Management shall then relieve from duty that employee who has the least amount of "lost" hours. After completion of the initial rotation, new unit employees shall become part of the system by being credited with the average of hours previously "lost" by other unit employees.
- C. For purposes of this Section only, and in lieu of overtime compensation as per Article 11, a VCMC employee may be allowed to accrue ("bank") a maximum of sixteen (16) previously worked overtime hours (resulting in a maximum "comp-time bank" of no more than twenty-four (24) hours). A VCMC employee relieved from duty pursuant to the provisions of this section on what would otherwise be his/her regularly scheduled shift shall be allowed to utilize these previously accrued "comp-time" hours to receive pay for that shift equal to that which the employee would have received had he/she not been so relieved from duty.
 - 1. Hours accrued pursuant to the provisions of this subsection may be utilized for only the supplemental pay purpose reflected herein and may not be used for any other purpose.
 - 2. Any employee who terminates or who is terminated shall be paid for each hour remaining in his/her comp-time bank at the rate of pay in effect for such person on the last day actually worked or spent on authorized leave.
- D. For purposes of this Section only, a VCMC employee who is relieved from duty on what would otherwise be his/her regularly scheduled

shift shall be allowed to utilize previously accrued vacation or annual leave hours in order to receive pay for that shift equal to that which the employee would have received had he/she not been so relieved from duty.

- E. For purposes of this Section only and for only those VCMC employees who possess Sick Leave banks, subsequent to use of all available previously accrued comp-time, vacation and annual leave hours, such an employee may, if relieved from duty on what would otherwise be his/her regularly scheduled shift, utilize previously accrued Sick Leave hours to receive pay for that shift equal to that which the employee would have received had he/she not been so relieved from duty.
- F. Any regularly scheduled employee who is not notified at least two (2) hours prior to the start of his/her scheduled shift of his/her relief from duty shall be allowed to report and work for at least two (2) hours.
- G. For purposes of this section only, the term "unit" shall mean any one of the following organizational entities at the VCMC:

- The Emergency Department
- Surgical Services
 - Pre-Anesthesia Care Unit (Pre-op)
 - Surgery
 - Post Anesthesia Care Unit (Post-op)
 - Day Surgery
 - GI Lab
- Pediatrics
- Neonatal Intensive Care Unit (including Intermediate and Intensive Care)
- Maternal/Infant Unit
 - Labor and Delivery
 - Post Partum & Couplet
 - Transitional Care Unit
- Med/Surg (including 3 West, 2 West and Telemetry)
- Intensive Care (including Intensive Care and Definitive Observation Unit (DOU))
- Inpatient Psychiatric Care (including Assessment and Referral and Acute Inpatient Care)
- Ambulatory Care
- Behavioral Health

Sec. 1009 **Rest And Meal Period:** Day shift CNA-represented members shall have one 30-minute unpaid lunch period. If a CNA-represented member is required to work or be available to work during the lunch period, such lunch period shall be paid as time worked and shall be deemed as time worked for the purpose of overtime. Prior to working through lunch period, the CNA-represented member must notify their immediate manager or if off hours, the nursing supervisor, at which time authorization for overtime will be made. The overtime will not be paid if prior notification has not occurred. Reports regarding notification of missed lunch breaks will be reviewed by hospital nursing management on a monthly basis to determine staffing needs and the Patient Classification Committee, as needed.

ARTICLE 11 OVERTIME

Sec. 1101 **Purpose:** To provide the basis for both calculation and payment of overtime in a manner that meets the requirements of the Fair Labor Standards Act (FLSA). No provision of this Article should be construed as a guarantee of hours of work per day/week/biweek nor of days of work per week/biweek.

Sec. 1102 **Policy-Limitation On Overtime:** It is the County's policy to avoid the necessity for overtime whenever and wherever possible. Overtime work may sometimes be necessary to meet emergency situations, seasonal or peak workload requirements. No employee shall work overtime unless authorized by his department head or designee. Procedures governing the authorization of overtime shall be established in accordance with the provisions herein.

Any employee who is FLSA exempt shall not be paid overtime of any type unless specifically provided herein.

Sec. 1103 **Definitions:** For purposes of this Article only:

- A. A "Designated Work Period" shall normally consist of seven (7) consecutive days (168 hours). In the event management deems the 7(j) exemption to be applicable, the "Designated Work Period shall consist of fourteen (14) consecutive days (336 hours). Management reserves the right to designate the Work Period of each employee.
- B. "Overtime" is defined as time worked by an employee in excess of forty (40) hours in a 168 hour Designated Work Period or, if the employee is designated as a "7(j)" exempt employee, those hours

worked in excess of either eight (8) in a workday or eighty (80) hours in a 336 hour Designated Work Period.

- C. "Regular Hourly Rate of Pay" shall be in accord with the standard set by the FLSA, that is, the average amount of money earned per hour by an employee upon which overtime is based. As per the FLSA, this amount would typically include shift differentials, retroactive pay adjustments, educational and other incentives, standby time and special pay, but specifically excludes paid leave, discretionary bonuses, "fringe benefits", expense reimbursement and other, non-FLSA overtime payments.
- D. "Hours Worked" shall include paid assigned holidays, paid court appearances, paid sick leave, and paid industrial leave as provided for by this Agreement.

Sec. 1104 **Compensation For Overtime Hours Worked - In General:**

Except for those employees who are eligible for the payment of overtime under the provisions of Section 1105, regular full-time and less than full-time employees who are neither eligible for Administrative Leave nor considered as "exempt" employees under the provisions of the FLSA shall be paid in cash at a rate of one and one-half times their regular hourly rate of pay for all hours worked in excess of forty (40) hours during their Designated Work period.

An employee eligible for paid overtime under the provisions of this Section, may request and, subject to management approval, receive, the accumulation of compensatory time off in lieu of paid overtime, at the rate of one and one-half (1.5) hours of compensatory time off for each hour worked in excess of forty (40) hours during their Designated Work period. The maximum number of accumulated hours of compensatory time off shall not exceed 120 (80 hours of overtime times 1.5).

Accumulated compensatory time off may be utilized subject to the following conditions:

- A. Accumulated compensatory time off may be taken off by an employee provided prior approval of department management has been received.
- B. Whenever any person is unable to take compensatory time off within the calendar year during which the overtime is earned, such compensatory time off may be either compensated for or carried over into the next calendar year. If such compensatory time off is

carried over, it must be taken as compensatory time off during the next year or, at the completion of the two (2) year period, it will be paid off at the base hourly salary rate then in effect.

- C. Any employee who terminates or is terminated, shall be paid the hourly equivalent of his salary for each hour of accrued compensatory time off. The compensation resulting from this provision shall be based upon the base salary rate in effect for such person on the last day actually worked, spent on authorized leave, or spent on authorized time off as compensation for overtime.

Sec. 1105 7(j) Exemption:

- A. Except for employees described in Sections (D) below, the County has previously elected the 7(j) overtime exemption for "hospital employees" of the Health Care Agency (HCA).
- B. The work period for "hospital employees" of the HCA shall be fourteen (14) days. The County agrees to notify each employee and make a notation in his Human Resources record noting a fourteen (14) day work period and the starting time and day of each work period.
- C. Non-exempt "hospital employees" shall be paid in cash at one and one-half (1.5) times their regular hourly rate of pay for each hour worked in excess of eight (8) FLSA "hours worked" in any workday or eighty (80) FLSA "hours worked" in any fourteen (14) day pay period. Hours worked in excess of FLSA maximums shall be paid based upon the FLSA definition of rate of pay. Contractual overtime payments shall be credited towards FLSA minimum overtime pay obligations where appropriate.
- D. Notwithstanding the provisions of Sections 1105 (A) through (C), employees in Registered Nurse classifications who are assigned to the Ventura County Medical Center are not designated as 7 (j) exempt "hospital employees" as defined in the Fair Labor Standards Act and shall be paid in cash at a rate of one and one-half times their regular hourly rate of pay for all hours worked in excess of their scheduled shift.
- E. Notwithstanding the provisions of Sections 1105 (A) through (C), VCMC Psychiatric Unit employees are not designated as 7 (j) exempt "hospital employees" as defined in the Fair Labor Standards Act. Employees of these units shall receive overtime pay at the rate

of one and one-half times their regular hourly rate of pay for all hours worked in excess of their regularly scheduled shift per twenty-four (24) hour period, or all hours worked in excess of forty (40) hours in their seven (7) day designated work period.

ARTICLE 12 ADMINISTRATIVE LEAVE

Sec. 1201 **Purpose:** To provide for granting time off with pay for employees who are not eligible to be compensated for overtime.

Sec. 1202 **Eligible Employees:** Any employee whose position is declared exempt under the provisions of the Fair Labor Standards Act is eligible for administrative leave.

Sec. 1203 **Granting Of Administrative Leave:** Employees shall be granted paid administrative leave upon approval of their supervisor in accordance with County policies and guidelines.

Administrative Leave may only be granted in increments of eight hours (or the regular shift) or more.

Sec. 1204 **Payment For Overtime Worked:** Nothing herein shall prevent the payment of straight cash compensation to employees eligible for administrative leave in times of stress or unusual workload situations. Such compensation shall require the authorization of the Board of Supervisors.

Sec. 1205 **Use, Accruals And Record Keeping:** Employees exempt from overtime shall not accrue or record hours worked beyond the regular workday or biweekly work period. Employees exempt from overtime shall be eligible to receive administrative leave for personal business in addition to vacation, sick leave and holidays. Administrative leave is not an accrual and has no cash value. It is not earned, but is allowed exempt employees, subject to supervisory scheduling.

Sec. 1206 **Adding Or Deleting Classifications Eligible For Administrative Leave:** Each party to this Agreement shall, upon notice from the other, promptly meet and confer with respect to proposed additions to or deletions of those classifications eligible for administrative leave.

ARTICLE 13
ANNUAL LEAVE

Sec. 1301 **Applicability:** The provisions of this Article shall apply only to those employees who were either hired on or after July 31, 1983, or those who, if hired prior to that date, then exercised their one-time irrevocable option on an individual basis to participate in the annual leave program.

Sec. 1302 **Conflicting Articles Inapplicable:** Article 14 and Article 15 of this Agreement, both in whole or in part, except as otherwise provided herein, are not applicable to persons eligible for Annual Leave. Provisions of this Article are provided in lieu of the provisions of Article 14 and 15, except as provided in this Article.

Sec. 1303 **Purpose:** To provide an annual leave policy, which prescribes the manner in which annual leave is accrued and utilized. Annual leave is only authorized for full-time or less than full-time and provisional employees.

Sec. 1304 **Accrual Rates:** Full-time employees shall generally be entitled to the following leave accruals, subject to the limitations provided in this Article:

<u>Hours Of Compensable Service</u>	<u>Annual Leave Credit Earned Per Hour</u>
Less than 10,400 hours	.07692 Hours
10,400 but less than 22,880 hours	.09615 Hours
22,880 hours	.10000 Hours
24,960 hours	.10385 Hours
27,040 hours	.10769 Hours
29,120 hours	.11154 Hours
31,200 hours Or More	.11539 Hours

Annual leave is earned according to each biweekly pay period of service commencing with the hire date during his latest period of County employment.

Sec. 1305 **Minimum Annual Leave Use:** During their first 2,080 hours of compensable service, employees shall not be required to use annual leave; thereafter, employees shall be required to use no less than ten (10) days of annual leave in each succeeding 2,080 hours of compensable service.

Sec. 1306 **Annual Leave Redemption:** Upon using eighty hours (80) of annual leave during the preceding calendar year, an employee may request to receive pay in lieu of up to a maximum of eighty (80) hours of annual leave

accruals per year at the current hourly salary rate. Such an employee must have a minimum of forty (40) hours of accrued annual leave after the payment.

Sec. 1307 **Advanced Annual Leave Credit:** New full-time regular employees shall receive 43.07 hours of advanced annual leave accruals as of the date of hire. Said annual leave advancement shall be balanced upon completion of 560 hours of compensable service or upon earlier separation.

Sec. 1308 **Annual Leave Usage:**

- A. Each Department/Agency head shall be responsible for scheduling the annual leave periods of his employees in such a manner as to achieve the most efficient functioning of the department or agency and of the County service. The appointing authority shall determine when annual leave will be taken.
- B. Employees claiming illness or injury as grounds for unscheduled usage of annual leave may be required to furnish a certificate issued by a licensed physician or nurse or other satisfactory evidence of illness. Any person absent from work shall notify his department or agency head on the first day of such leave and as often thereafter as directed by his agency or department head. The Director - Human Resources or the Department/Agency Head may request that a medically trained employee verify the employee's illness by a visit to the employee's residence.
- C. An employee absent due to his illness or injury for more than five (5) consecutive work days shall not be entitled to use annual leave for his absence on any day after the five (5) days unless and until he presents to his appointing authority a certificate signed by his physician stating that he was ill or injured on each day of such absence. Any employee absent for a period of five (5) consecutive workdays due to illness or accident may, at the discretion of his appointing authority or the Director - Human Resources be required to take a physical examination before returning to active duty. Such physical examination shall be performed by a physician designated by the Director - Human Resources and shall be at County expense.

Sec. 1309 **Pay For Annual Leave On Termination:** Any employee who terminates or who is terminated shall be paid at the then prevailing hourly rate of pay for each hour earned of annual leave based on the pay rate in effect for such person on the last day actually worked, spent on authorized leave, or spent on authorized time off as compensation for overtime.

- Sec. 1310 **Rate Of Pay/Salary While On Annual Leave:** While on annual leave, employees shall be compensated at the same pay/salary rate they would have received if they had been on the job.
- Sec. 1311 **Annual Leave While On Temporary Disability Leave Without Pay:** An employee who is on temporary disability leave of absence without pay as provided for in this Agreement, shall accrue annual leave during the period he is on such temporary disability leave without pay.
- Sec. 1312 **Use Of Annual Leave When Permanently Incapacitated:** Annual leave shall not be used to continue the pay/salary of any employee after it has been determined by the County's Employee Health Services physician that such employee is permanently incapacitated for a return to County employment and is eligible for retirement. Annual leave credits may be utilized by such employee until such a determination has been made and appropriate action has been taken by the Ventura County Retirement Board.
- Sec. 1313 **Coordination With Disability Benefits:** An employee may use accrued Annual Leave hours in conjunction with either State Disability Insurance or the County's Long Term Disability Program in order to receive an amount equal to the biweekly rate of pay the employee would have otherwise received had he/she actually worked his/her normal schedule.
- Sec. 1314 **Long Term Disability Plan:**
- A. The County will continue to provide a Long Term Disability Plan for full-time employees. In addition, those less than full-time employees who were covered by this plan prior to September 6, 1987 shall continue to receive coverage.
 - B. The Long Term Disability Plan shall have a waiting period of thirty (30) calendar days before the benefits shall be extended to an employee. The benefits shall continue to a maximum of two (2) years for illness or five (5) years for injury. The maximum allowable benefits shall be 60% of the first \$3,500 of the monthly salary or a \$2,100 maximum monthly benefit subject to the terms and conditions of the Long Term Disability Plan.
 - C. Employees shall use any remaining sick leave accruals in excess of three hundred and sixty (360) hours before becoming eligible for disability income protection benefits.

Sec. 1315 **Coordination With Sick Leave:**

- A. Employees may continue to maintain their sick leave accrual banks in effect at the time of implementation of the annual leave program.
- B. The provisions of Sections 1504 and 1508 of this Agreement are incorporated into this Article and subsection by reference.
- C. Employees desiring unscheduled time off shall use accumulated sick leave prior to using annual leave.

Sec. 1316 **Maximum Accrual:** Employees hired on or before June 21, 1981, shall not accumulate more than six hundred (600) hours of annual leave. Employees hired after June 21, 1981, shall accumulate no more than the following listed levels:

<u>Hours Of Compensable Service</u>	<u>Maximum Accumulation</u>
Less than 10,400 hours	400 hours maximum
10,400 but less than 31,200 hours	500 hours maximum
31,200 or more hours of compensable service	600 hours maximum

It is the mutual responsibility of the employee and the department/ agency head to insure that no employee shall exceed said maximum accrual.

ARTICLE 14
VACATION

Sec. 1401 **Vacation Usage:** Each department or agency head shall be responsible for scheduling the vacation periods of his employees in such a manner as to achieve the most efficient functioning of the department or agency and the County service. The granting of a vacation period less than the employee's annual entitlement is to be discouraged so that the full benefit of the vacation plan can be realized by each employee. The appointing authority shall determine when vacations will be taken.

Sec. 1402 **Vacation Accrual:** Regular employees shall accrue hours of vacation with pay for each hour of compensation to a maximum of eighty (80) hours per biweekly work period according to the following schedule, commencing with the employee's hire date of his latest period of County employment.

A. Vacation credits are earned as follows:

<u>Hours Of Compensable Service</u>	<u>Vacation Credit Earned Per Hour</u>
- Less than 10,400 hours	.05386 hours
- 10,400 but less than 22,880 hours	.07313 hours
- 22,880 hours	.07688 hours
- 24,960 hours	.08075 hours
- 27,040 hours	.08463 hours
- 29,120 hours	.08850 hours
- 31,200 hours	.09225 hours

B. Vacation Credit Accumulation - Vacation credit shall not be accumulated beyond four hundred (400) hours. For employees with 20,800 hours of compensable County service, vacation credit shall not be accumulated beyond four hundred and forty (440) hours.

Sec. 1403 **Vacation Redemption:** After completing 20,800 hours of compensable service, and upon using eighty (80) hours of vacation during the past twelve (12) months, an employee may request to receive pay in lieu of either forty (40) or eighty (80) hours of vacation accrual at the current hourly salary rate. Such an employee must have a minimum of forty (40) hours of accrued vacation after the payment. A request for payment in lieu of eighty (80) hours of vacation accrual under this paragraph shall not be made more than once per calendar year. A request for payment in lieu of forty (40) hours vacation accrual under this paragraph shall not be made more than twice per calendar year provided, however, that in no event shall the total number of hours redeemed pursuant to this provision exceed eighty (80) in any one (1) calendar year. Either party may request a review of this program. Upon such a request, the parties agree to meet promptly.

Sec. 1404 **Vacation Payoff On Retirement Or Termination:** Any employee who terminates or is terminated shall be paid the hourly equivalent of his salary for each hour of earned vacation based on the salary rate in effect for such person on the last day actually worked, spent on authorized leave, or spent on authorized time off as compensation for overtime.

Sec. 1405 **Vacation Benefits For Less Than Full-Time Employees:** Regular less than full-time employees shall be eligible for vacation benefits. Accruals usage and maximum accruals of said benefits shall be governed by the same rules and regulations applicable to regular, full-time employees.

Sec. 1406 **Rate Of Pay/Salary While On Vacation:** While on vacation, employees shall be compensated at the same pay/salary rate they would have received if they had been on the job.

Sec. 1407 **Coordination With Disability Benefits:** An employee may use accrued vacation hours in conjunction with either State Disability Insurance or the County's Long Term Disability Program in order to receive an amount equal to the biweekly rate of pay the employee would have otherwise received had he/she actually worked his/her normal schedule.

Sec. 1408 **Ineligibility For Benefits:** Provisions of this Article are not applicable to employees eligible for annual leave, pursuant to Article 13 of this Agreement.

ARTICLE 15 SICK LEAVE

Sec. 1501 **Sick Leave Accrual Rates:** Regular employees shall accrue 0.0385 hours of sick leave with pay for each hour of compensation to a maximum of 3.08 hours per pay period.

Sec. 1502 **Maximum Sick Leave Accrual:** The maximum allowable sick leave accrual shall be eight hundred (800) hours except for the following conditions:

- A. An employee with a sick leave accrual in excess of eight hundred hours as of July 11, 1976, shall have the option of either: (a) designating his July 11, 1976, accrual total as his new individual sick leave accrual limit; or (b) electing eight hundred hours as his maximum accrual limit and receiving cash payments of twenty-five percent (25%) of said employee's hourly rate for all hours in excess of eight hundred (800) hours.
- B. An employee with a sick leave accrual balance in excess of either eight hundred (800) hours or their individual maximum shall receive an annual cash payment of twenty-five percent (25%) of his hours over the accrual maximum.

Sec. 1503 **Appropriate Uses Of Sick Leave:** Subject to the limitations expressed below, sick leave may be applied to:

- A. Absence caused by illness or injury of an employee.

- B. Medical and dental office calls that cannot be scheduled for the employee's day off when absence during working hours for this purpose is authorized by the agency or department head.
- C. Pregnancy Disability as provided in this Agreement.
- D. Unless authorized by the Director - Human Resources , a maximum of forty (40) hours of accumulated sick leave credits shall be allowed to an employee within any calendar year for absence from duty because of serious illness or injury of members of his immediate family. For the purposes of this Section, "immediate family" shall mean the husband, wife, registered domestic partner, parent, brother, sister, step brother, step sister, child, step child, grandchild, grandparent, mother-in-law, or father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or step-parent of the employee.
- E. Sick leave shall not be used in lieu of vacation, nor shall it be used in addition to vacation without certification of a physician that such usage is medically required.
- F. If eligible in all other respects, Sick Leave may be used in conjunction with either State Disability Insurance or the County's Long Term Disability Program in order to receive an amount equal to the biweekly rate of pay the employee would have otherwise received had he/she actually worked his/her normal schedule.

Sec. 1504 **Departmental/Agency Responsibility For Administration:** Each agency or department head shall be responsible for control and use of sick leave privileges. Employees utilizing sick leave may be required to furnish a certificate issued by a licensed physician or nurse, or other satisfactory evidence of illness. Any person absent from work on sick leave shall notify his department or agency head on the first day of such leave and as often thereafter as directed by his agency or department head. The Director - Human Resources or the department or agency head may request that a medically trained employee verify the employee's illness by a visit to the employee's residence.

Sec. 1505 **Physician's Certificate And Examination Following Absence From Duty:** An employee absent due to his illness or injury for more than five (5) consecutive work days may not be entitled to use sick leave credits for his absence on any day after the five days unless and until he presents to his appointing authority a certificate signed by his physician stating that he was ill or injured on each day of such absence. Any employee absent for

a period of seven (7) consecutive calendar days due to illness or accident may, at the discretion of his appointing authority or the Director - Human Resources, be required to take a physical examination before returning to active duty. Such physical examination shall be performed by a physician designated by the Director - Human Resources and shall be at County expense.

- Sec. 1506 **Cancellation Of Sick Leave On Termination:** Termination of the continuous service of an employee, except by reason of layoff, shall result in cancellation of all sick leave accrued by him at the time of such termination irrespective of whether or not such a person is subsequently employed by the County.
- Sec. 1507 **Compensation For Unused Sick Leave Upon Termination Or Retirement:** The County shall make a cash payment of 25% of all unused sick leave upon occurrence of the following:
- A. All employees with 20,800 or more hours of compensable County service shall upon retirement or termination, except discharge for cause, receive a cash payment of 25% of their unused sick leave balance.
 - B. The amount of all payment prescribed by this Section shall be computed on the basis of the hourly rate equivalent of the employee's base salary on the last day worked.
- Sec. 1508 **Rate Of Pay While On Sick Leave:** Sick leave is compensable at the hourly salary rate earnable by the employee on each day that he is on sick leave.
- Sec. 1509 **Use Of Sick Leave When Permanently Incapacitated:** Sick leave shall not be used to continue the salary of any employee after it has been determined by the County's Employee Health Services Physician that such employee is permanently incapacitated for a return to County employment and is eligible for retirement.
- Sec. 1510 **Use Of Sick Leave For Maternity:** An employee may elect to use accumulated sick leave during periods of inability to perform work due to pregnancy. Such sick leave usage shall only be allowed during the period in which a physician certifies that the employee is not able to perform the job. Sick leave time used for maternity shall not be counted as part of the one (1) year available for maternity leave without pay.
- Sec. 1511 **Sick Leave Benefits For Less Than Full-Time Employees:** Regular less than full-time employees shall receive sick leave benefits. Accruals

usage and maximum accruals of the sick leave benefits shall be governed by this Agreement.

Sec. 1512 **Ineligibility For Benefits:** Provisions of this Article are not applicable to employees eligible for annual leave, pursuant to Article 13 of this Agreement.

ARTICLE 16 HOLIDAYS

Sec. 1601 **Holiday Policy:** Paid holidays shall be authorized only for regular full-time, regular less than full-time, and provisional employees. To be entitled to pay for such paid holidays, an employee must be entitled to compensation for his regularly scheduled shift both the day before and the day after such paid holiday.

Sec. 1602 **Paid Assigned Holidays:**

1. New Year's Day, January 1;
2. Martin Luther King Day, the third Monday in January;
3. President's Day, the third Monday in February;
4. Memorial Day, the last Monday in May;
5. Independence Day, July 4;
6. Labor Day, the first Monday in September;
7. Thanksgiving Day, the fourth Thursday in November;
8. Christmas Day, December 25;
9. And every day appointed by the President of the United States or Governor of the State for public feast, thanksgiving or holiday, when specifically authorized by the Board of Supervisors.

If a paid assigned holiday falls on a Saturday, the preceding Friday shall be the holiday in lieu of the day observed. If a paid assigned holiday falls on a Sunday, the following Monday shall be the holiday in lieu of the day observed. For those employees regularly scheduled to work Saturday and/or Sunday, the paid assigned holiday shall be the day on which the holiday actually occurs.

- A. In addition to the holidays listed above, on January 1st of each year, each regular, full-time employee covered under the terms of this Agreement shall be granted floating holiday leave hours equivalent to the employee's standard daily work schedule. For employees on 9/80 schedules, such holiday leave shall be equivalent the work schedule for the day of the holiday. If an employee works a variable schedule,

then hours shall be granted based on an average daily work schedule. Hours granted under this section shall in no case exceed twelve (12) hours. Such leave with pay may be taken, subject to management approval, no later than March 1 of the year following the year in which it was granted. Leave granted pursuant to this provision shall have no cash value beyond that provided herein and shall be lost without benefit of compensation if not taken by March 1 as described above. These changes will be implemented January 29, 2006.

The purpose of granting annual floating holiday leave hours is to provide employees with an additional day off with pay. Therefore, an employee's annual floating holiday leave hours shall be utilized in their entirety to cover a single day's absence. In no instance will an employee be allowed to split his annual allowance of floating holiday leave hours over multiple days.

- B. Regular less than full-time employees shall be granted the leave provided under (A) above on a pro rata basis.

Sec. 1603 **Holiday Pay:** Effective January 19, 2003, if a holiday falls within a biweekly pay period in which an employee is compensated, then such employee shall be given leave with pay for each holiday occurring within the biweekly pay period. Such pay shall be equivalent to that paid for the hours in the employee's standard daily work schedule. For employees on a 9/80 work schedule, such holiday pay shall be equivalent to the work schedule for the day of the holiday. If an employee works a variable schedule, then hours shall be granted based on an average daily work schedule. Hours granted under this section shall in no case exceed 12 hours. Holidays for less than full-time employees (see Section 1901) shall be pro-rated at the rate of one-tenth (1/10) of an hour for each hour compensated, exclusive of overtime, during the biweekly work period in which the holiday occurs.

Sec. 1604 **Work On Holidays:** Regular full-time and regular less than full-time employees eligible for overtime who are required to work on a paid assigned holiday shall be paid in cash at one and one-half their regular rate of pay for hours actually worked, in addition to receiving straight time payment for said holiday, such straight time pay not to exceed eight (8) hours per holiday. Any such employee whose regularly scheduled day off falls on a paid assigned holiday, shall be credited with vacation leave (or annual leave where applicable) hours equivalent to one-tenth of an hour for each hour compensated during the biweekly work period, not to exceed eight (8) hours of vacation leave for each holiday.

Effective January 19, 2003, the eight hour limitations in this Section shall be increased to twelve (12) hours.

ARTICLE 17
INDUSTRIAL LEAVE

Sec. 1701 **Application For Industrial Leave:** Any employee absent from work due to illness or injury arising out of and in the course of employment may receive full compensation for up to twenty-four (24) regularly scheduled work hours of such absence provided that formal application for such leave with pay is made through the employee's appointing authority and approved by the –Chief Deputy Executive Officer (Risk Management).

Sec. 1702 **Basis For Granting Industrial Leave:** Paid industrial leave shall be approved if:

- A. The accident or illness was not due to the employee's negligence; and
- B. The absence from work is substantiated by a licensed physician's statement certifying that the nature of the illness or injury is sufficiently severe to require the employee to be absent from his duties during a rehabilitation period.

If the above conditions are met, such individual shall be paid for twenty-four (24) working hours following such accident or illness. Payment under this provision shall not be cumulative with any benefit which said employee may receive under the Labor Code of the State of California awarded as the result of the same injury.

Sec. 1703 **Supplemental Paid Industrial Leave:** If the employee becomes eligible for payment under the Labor Code of the State of California, either through hospitalization or length of disability, for benefits for the first twenty-four (24) working hours of disability as described above, paid industrial leave may be approved in the amount required to supplement the temporary disability compensation so that the employee receives an amount equal to his full regular salary for the first twenty-four (24) working hours of disability if the conditions in Section 1702 are met. In no event shall benefits under this section be combined with benefits under the Labor Code of the State of California so as to provide payments in excess of an employee's base salary.

- Sec. 1704 **Use Of Other Leave:** If the request for paid industrial leave is denied, the employee may elect to use, in the following order, accumulated sick leave, accrued vacation time or accrued annual leave to receive full compensation for the initial twenty-four (24) working hours following the accident or illness.
- Sec. 1705 **Full Pay/Salary:** Upon receipt of temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, the employee may elect to take, in the following order, as much of his accumulated sick leave or accumulated vacation or accrued annual leave so as when added to his temporary disability indemnity and long term disability plan, it will result in payment to him of his full pay/salary.
- Sec. 1706 **Employment Status While Receiving Temporary Disability Indemnity:** An employee who has exhausted his industrial leave with pay as provided in Section 1702 of these Articles and who is entitled to receive temporary disability under Division 4 or Division 4.5 of the Labor Code shall be deemed to be on temporary disability leave of absence without pay. This temporary disability leave of absence shall terminate when such employee returns to work or when such employee is no longer entitled to receive temporary disability indemnity under Division 4 or 4.5 of the Labor Code.
- Sec. 1707 **Accruals While On Temporary Disability Leave Of Absence:** An employee who is on temporary disability leave of absence as provided in Section 1706 shall be entitled to accrue the same sick leave credits, vacation credits, holiday credits and, if applicable, annual leave credits he would have normally accrued had he not been placed on temporary disability leave of absence without pay.
- Sec. 1708 **Medical Plan Contribution:** For employees on temporary disability leave of absence without pay as provided in Section 1706, the County shall continue to make its contribution to the medical plan premium as long as said employee remains on temporary disability leave of absence without pay.
- Sec. 1709 **Benefits While On Temporary Disability Leave Of Absence Without Pay:** Except as expressly provided in this Article or in the Labor Code of the State of California, employees on temporary disability leave of absence without pay shall not accrue or be eligible for any compensation or benefits while on such leave of absence.
- Sec. 1710 **Relationship To Labor Code:** Payment of pay/salary during injury as set forth in this Section shall be subject to the provisions of the Labor Code.

ARTICLE 18
LEAVES OF ABSENCE

- Sec. 1801 **Leaves Of Absence - General Policy:** Leaves of absence from regular duties without pay for such purposes as recovery from illness or injury or to restore health, maternity, travel, education, training or assisting other public jurisdictions, may be granted by the appointing authority not to exceed one (1) year when such leave is in the best interest of the County. Additional leave for the same purposes may be granted by the Director - Human Resources with the concurrence of the appointing authority. This Section shall not limit military leave of absence rights as provided in the California Military and Veterans Code or as provided in other statues.
- Sec. 1802 **No Loss Of Rights Or Break In Service:** Employees on authorized leaves of absence shall not lose any rights accrued at the time the leave is granted and such authorized leave of absence shall not be deemed a break in County service.
- Sec. 1803 **Early Return From Leaves Of Absence:** An employee absent on authorized leave may return to work prior to expiration of the period of authorized leave upon receiving permission from the appointing authority after providing any necessary medical release.
- Sec. 1804 **Bereavement Leave:** Any regular employee may be allowed to be absent from duty for up to three (3) working days (not to exceed thirty-six [36] working hours) without loss of pay because of the death of a member of his immediate family. When travel to distant locations or other circumstances requires absence in excess of three (3) consecutive working days, the appointing authority may allow the use of annual leave, accrued vacation, or up to two (2) days of accrued sick leave to supplement the three (3) working days provided in this Section. For the purpose of this Section, "immediate family" shall mean the husband, wife, registered domestic partner, parent, brother, sister, step brother, step sister, child, step-child, grandchild, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or step-parent of an employee. For purposed of this Section, "pay" shall include Certification pay from Section 806.

Subject to operational need as determined solely by HCA Management, an employee may be allowed to use up to a total of twenty-four (24) hours of previously accrued vacation or annual leave in order to attend the funeral of a close personal friend provided, however, the benefit of this paragraph shall not be used to supplement or compound those benefits provided by the foregoing paragraph.

Sec. 1805 **Pregnancy Disability Leave:** An employee may work the entire time of her pregnancy provided she is able to meet the demands of her position. This determination may be made by the employee and the employee's physician or, if the appointing authority requests, the determination may be made by the County's physician in consultation with the employee's physician and the employee. The determination as to when an employee is to begin pregnancy disability leave shall be made on the basis of the following:

- A. The employee's physician, in consultation with the employee, certifies that she should discontinue working because of pregnancy; or
- B. The County physician, in consultation with the employee's physician and employee, determines the employee's continued employment causes unreasonable risks of liability to the County; or
- C. The employee is unable to satisfactorily perform her job duties.

Sec. 1806 **Length Of Maternity Disability Leave:** A pregnancy disability leave of absence without pay shall be granted by the appointing authority in accordance with the minimum provided under State/Federal law. Additional child care leave, up to a total combined maximum of one (1) year, may be granted by the appointing authority.

Sec. 1807 **Parenthood Leave:** Upon approval by the Department/Agency head, an employee may be granted a Parenthood Leave without pay of up to six (6) months in connection with the legal adoption of a child provided the employee meets the following conditions:

- A. The requested leave is within six (6) months after the expected date of placement of the adopted child.
- B. Sufficient documentation of adoption is submitted with the request for leave.
- C. All accrued vacation time has been applied toward the absence.

Employees taking Parenthood Leave shall not be eligible for the continuation of health insurance contribution as provided in Section 702 provided, however, no aspect of this Section shall be cause for denial of benefits to which the employee would otherwise be legally entitled under

either the California Family Rights Act or the Federal Family Medical Leave Act.

ARTICLE 19
LESS THAN FULL-TIME EMPLOYEES

Sec. 1901 **Definition And Benefits, In General:** Benefits for regular employees designated as less than full-time who regularly work less than eighty (80) hours per biweekly pay period and who work less than 1664 hours per calendar year shall be limited to those specifically provided in this Agreement. Such benefits shall accrue on a pro rata basis but shall, in no case, accrue based upon hours worked in excess of eighty (80) in a biweekly pay period. This Section shall not apply to employees involuntarily placed on a less than full-time schedule.

ARTICLE 20
PROBATIONARY PERIOD

Sec. 2001 **Length Of Probationary Period:** The probationary period is one thousand and forty (1,040) compensable hours, exclusive of overtime. If federal, state or local law requires a longer probationary period, such law shall prevail. The probationary period for a less than full-time employee shall be the same as a full time employee.

Sec. 2002 **Employees Who Must Serve Probationary Periods:** The following employees shall serve probationary periods:

1. Newly hired employees.
2. Employees who are promoted.
3. Persons appointed from reemployment or classification reinstatement eligible lists. However, persons reemployed following layoff or reinstated to a formerly held classification following a reduction in force who are so reemployed or reinstated within ninety (90) calendar days of such layoff or demotion and who are reemployed or reinstated within the agency/department in which they were employed immediately prior to demotion or layoff shall not serve a new probationary period.

4. Persons appointed from County service reinstatement eligible lists.

Prior service in an extra help status shall not be considered part of the probationary period. Prior service in a Manpower training/work program shall be considered part of the probationary period only if such service was performed within the same classification and within the same department/agency in which such employee is employed.

Sec. 2003 **Extension Of Probationary Period:** Employees serving a probationary period may request and the Department/Agency Head on his own initiative may authorize an extension of the probationary period of an additional 80 to 1,040 hours of compensable service in 80-hour increments where insufficient training, marginal performance and other related factors warrant such extension. This authorization shall be in writing. The Department/Agency Head shall notify to the Director - Human Resources and the employee of any extension and the reasons therefore.

Where Management is considering the extension of an employee's probationary period, such employee shall be informed of his right to representation at a meeting to discuss the extension of the probation period. Upon the request of the employee, the County shall consult on such extension with the employee and CNA.

Sec. 2004 **Probationary Period Review:** Prior to the conclusion of a probationary period, the appointing authority has the responsibility of reviewing the conduct, performance, responsibility and integrity of each employee and determining whether the employee is fully qualified for permanent status. Performance evaluation reports for probationary employees shall be submitted to the Director - Human Resources three (3) months from the date of appointment and at least fifteen (15) calendar days before the end of the probationary period. The Director - Human Resources shall notify the appointing authority immediately in writing of any misrepresentation of fact or false statement made by a probationary employee relating to that employee's obtaining employment with the County.

Sec. 2005 **Return To Previous Position:** A promoted employee who is dismissed during his probationary period, except if the cause warrants action to dismiss him from the County Service, shall return to the position in which he held permanent status, if vacant, or any other vacant position in his former classification unless all positions in that classification are filled. The employee so dismissed may write a letter for inclusion in his permanent personnel file. Upon a return to his former position in the same agency or department, the employee shall not serve a new probationary period. In

the absence of such vacancy in the agency or department in which he held permanent status, the dismissed probationary employee may either:

- A. Accept a position in the same class in another department or agency if a vacancy exists, and serve another probationary period; or,
- B. Accept a voluntary demotion to a lower classification within the same series within the department or agency in which he held permanent status, with the right to be restored to his original classification when the first vacancy occurs. He need not serve a new probationary period if he accepts a voluntary demotion.
- C. When an employee takes a probationary demotion to a lower related class in which a probationary period has not previously been served, such employee shall be required to begin a new probationary period.

ARTICLE 21
PERFORMANCE REVIEWS

Sec. 2101 **Administration Of Evaluation Program:** Performance evaluation reports shall be prepared, discussed with each employee, and submitted to the Director - Human Resources according to the following schedule. One copy of each fully completed and signed report shall be given to the employee.

<u>Probationary Evaluations</u>	In accordance with the schedule detailed in Section 2004.
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<u>Annual Performance Evaluations</u>	Upon completing 3,120 hours of service after hire or promotion, and after completing every 2,080 hours of service thereafter.
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Sec. 2102 **Nature Of Performance Evaluations:** Performance evaluations shall be used to objectively evaluate the performance of the employee during the last performance evaluation period. Performance evaluations shall also be utilized to establish employment goals for the next performance evaluation period and to develop criteria by which to measure the attainment of those goals. Space shall be provided on the performance evaluation form for the employee to sign, signifying that he has read the supervisor's comments. Space will also be provided so that employees may give related comments

of their own relative to the performance evaluation. The opportunity to sign and comment shall be provided prior to the time that the evaluation form is forwarded to the division, department or agency head, the employee's personnel file, or to the Director - Human Resources. If inadequate space is available on the performance evaluation form, an attachment may be added by the employee.

- Sec. 2103 **Confidentiality Of Performance Evaluations:** Performance evaluation reports shall be confidential and shall be made available as required to the employee, appointing authority, Director - Human Resources , and the Arbitrator. The employee may designate in writing that his CNA representative may inspect such evaluations.

ARTICLE 22 PERFORMANCE PROBLEMS

- Sec. 2201 **Counseling:** In the event an employee's performance is unsatisfactory or needs improvement, informal counseling shall be provided by the employee's first-level supervisor. Documentation confirming such counseling shall be given to the employee within twenty-one (21) calendar days from the date of the counseling session.
- Sec. 2202 **Unfavorable Reports On Performance (Written Reprimands):** If upon such counseling an employee's performance does not improve and disciplinary action could result, a written report shall be prepared by the supervisor, including specific suggestions for corrective actions, if appropriate. A copy shall be given to the employee and a copy filed in his Human Resources file. Provided no additional report has been issued during the intervening period, each report shall be removed from the employee's file at the end of two (2) years if requested by the employee. The County agrees that such reports shall not be submitted nor should any reference be made to such reports by the County in Civil Service Commission hearings or arbitrations arising from appeals or grievances after the two (2) year period provided for under this Section.
- Sec. 2203 **Immediate Discipline:** This article shall not operate as a bar to immediate suspension, demotion, reduction in pay, or dismissal where an employee's conduct or performance warrants such action and where such action is permissible under law.

ARTICLE 23
PERSONNEL FILE

- Sec. 2301 **Employee Acknowledgement Of Material Placed In Personnel File:** No material relating to performance appraisal, salary action or disciplinary action shall be placed in the personnel file of an employee without the employee first being given an opportunity to read such material. The employee shall acknowledge that he has read such material by affixing his signature on the material to be filed with the understanding that, although such signature indicates acknowledgement, it does not necessarily indicate agreement. If the employee refuses to sign the material, it shall be placed in his personnel file with an appropriate notation by the person filing it.
- Sec. 2302 **Full Right Of Inspection Of Employee Personnel File:** An employee or (upon written designation of the employee) his CNA representative shall have the right to inspect the contents of his personnel file.

ARTICLE 24
ADDITIONAL EMPLOYEE BENEFITS

- Sec. 2401 **Deferred Compensation:** Employees who are scheduled to work at least forty (40) hours per biweekly pay period may participate in the County's Deferred Compensation Program 401(k) and 457 Plans.
- Effective no later than ninety (90) days following the adoption of this agreement, employees eligible for, and who participate in, the 401(k) Plan may contribute the maximum allowable limits as stated in the deferred compensation plan documents but must contribute at least one and one-half percent (1.5%) of salary and the County shall match one and one-half percent (1.5%).
- Sec. 2402 **Serving As Witness:** No deductions shall be made from the salary of a regular employee for an absence from work when subpoenaed to appear in court as a witness, other than as a litigant. For purposes of this Section, "salary" shall include Assignment Bonus from Section 805 and Certification pay from Section 806.
- Sec. 2403 **Jury Service:** No deductions shall be made from the salary of a regular employee absent from work when required to appear in court as a juror. When possible to do so, employees shall provide advance notification of any anticipated absence to their immediate supervisor and shall receive no more than eight (8) hours of jury pay per day of service. For purposes of

this Section, "salary" shall include Assignment Bonus from Section 805 and Certification pay from Section 806. Assignment Bonus from Section 807 and, for those who are regularly scheduled on the night shift, Evening and Night Shift Differential Premium Pay Section 603.

Any employee scheduled to work a twelve hour shift who serves on jury service, may upon their release from jury service complete their scheduled shift depending on the needs of the department and provided that their supervisor grants approval prior to the employee beginning work. Such employees may complete their weekly scheduled hours depending on the needs of the department and with prior approval from their supervisor provided that such hours are completed within the same work week as originally scheduled. Alternatively, a 12-hour employee may elect to use annual leave to compensate for time lost while on jury duty. An employee may take leave without pay with the understanding that leave without pay may result in a loss of benefits, including but not limited to Flexible Credit Allowance, leave accrual, or continuous service time. This provision is in no way meant to be a guarantee of work.

If a CNA represented employee, who is regularly scheduled on the night shift, is summoned for jury services they will be paid night shift differential for the hours of jury duty they serve.

- Sec. 2404 **Parking Space:** The County shall attempt to provide adequate parking facilities for employees within a reasonable distance of their work locations. At the discretion of the Appointing Authority, employees may be required to utilize alternative forms of transportation to come to work for a minimum of two (2) days each week. Without prejudice to the foregoing, Health Care Agency Administration and CNA agree to meet and discuss (but not negotiate over) problems with, or changes to, established parking or alternative transportation policies.
- Sec. 2405 **Special Equipment Or Clothing:** Under no circumstances shall the employee be required to purchase special equipment or clothing unless so directed by order of the Board of Supervisors.
- Sec. 2406 **Continuing Education - Health Personnel:** The Health Care Agency will attempt, through its Staff Development Program, to provide the required In-Service Health Care Personnel Education requirements imposed by the Continuing Education Statute of the State of California.
- Sec. 2407 **Staff Development For Nurses:** Employees shall be authorized up to forty eight (48) hours every two (2) calendar years (for example, January 1, 2007- December 31, 2008), of leave with pay to attend job related

conferences, for example, and seminars which are conducted during times when said employees would regularly be on duty. Such leave may be taken while utilizing Textbook and Tuition Reimbursement. The approval and scheduling of such time off with pay by a department head is predicated on the availability of adequate staffing. For purposes of this Section, "pay" shall include Certification pay from Section 805.

Nurses who have hours that will be impacted by the change from fiscal to calendar year will be allowed to roll over the remaining balance of hours (up to a maximum of 40 hours) after January 2006. The rolled over hours must be utilized by July 1, 2006.

Sec. 2408 **In-Service Training For Nurses:** The Health Care Agency will attempt, through its Staff Development Program, to provide the In-Service Nursing Education required by statute (AB 449 of 1972). The Health Care Agency may provide up to fifteen (15) Continuing Education Units (CEU's) annually for designated courses which gain or maintain required certification/licensure or competency.

Sec. 2409 **Operating Room Leave:** Operating room nurses who in the preceding twenty-four (24) hours worked a minimum of fourteen (14) hours or six (6) hours in the immediately preceding twelve (12) hours may, with the approval of the appointing authority, not be required to report for their next shift and such time off may be taken as leave without pay and not charged to accrued annual leave, vacation or sick leave.

Such leave without pay will be considered as time entitled to compensation only for purposes of applying Section 1601 (Holiday Policy), allowing employees who use this option to still receive their holiday pay.

Sec. 2410 **License Reimbursement - Nurses And Specified Technician Classes:** The County shall reimburse employees in the below listed classifications for State required, job related licenses provided, however, that the Director, Health Care Agency determines that such licenses are necessary to meet the requirements of the position(s). Classifications eligible for reimbursement are:

1. Licensed Vocational Nurse I, II, and III.
2. Any position requiring a valid license as a Registered Nurse in the State of California.
3. Non-Registered Nurse and Interim Permit Nurse (initial license if employed at time of registration).

4. Psychiatric and Sr. Psychiatric Technician
5. Physicians Assistant

Sec. 2411 **VCMC Health And Safety Committee:** VCMC shall make every effort to provide coverage for nurses on duty who are scheduled to attend Health and Safety Committee meetings.

Sec. 2412 **Privatization/Change In Ownership Notification:** Should the County determine that it is in its best interest to sell the Medical Center, CNA will be notified prior to finalization of any change in ownership.

Sec. 2413 **Direct Deposit:** The County shall maintain a direct deposit program for CNA represented employees.

Sec. 2414 **Committee Participation:** CNA may have a nursing representative on the following committees, who will be compensated if participating during a regularly scheduled work day, or during a regular day off with prior management approval and provided that such compensation does not result in overtime:

A. Ventura County Medical Center/Santa Paula Hospital/Ambulatory Care

1. Environment of Care Committee
2. In-House Registry Committee
3. Policy and Procedure and Forms Committee
4. Product Evaluation Committee
5. Acuity Review Committee

B. Behavioral Health

1. Environment of Care Committee

C. Public Health

1. Continuous Quality Improvement

Should new committees be established which address issues related to professional practices or working conditions, the Health Care Agency shall open discussions with CNA on committee participation.

ARTICLE 25
TRANSFERS

- Sec. 2501 **Definition:** A transfer is a change from one department or agency to another in the same or similar classification, or a change from one class to a similar class within a County department or agency.
- Sec. 2502 **Minimum Qualifications:** A person must meet the minimum qualifications of the classification to which he is to be transferred. Employees who have not completed their probationary period shall not be eligible for transfer.
- Sec. 2503 **Pay/Salary Rate And Merit Increase Hours Needed On Transfer:** If the transfer occurs within the County Service, there shall be no change in salary rate. Any regular employee may be transferred from one position to another in either the same classification or to one which has the same salary range. An employee so transferred shall not have his merit increase hours needed reset.
- Sec. 2504 **Probationary Period On Transfer:** If transfer occurs within the County Service, the employee shall not be required to serve another probationary period.
- Sec. 2505 **Approval Of Transfer:** All transfers must have the written approval of the appointing authorities concerned and the Director - Human Resources.
- Sec. 2506 **Written Request For Transfer:** Any employee wanting to transfer shall submit a request in writing to the Director - Human Resources indicating his desire to transfer, his present classification, and any other special consideration or limitation regarding a possible transfer.
- Sec. 2507 **Consideration For Appointment Of Person Requesting Transfer:** Whenever the Director - Human Resources receives a request for certification of eligibles to an appointing authority, all persons who, within one (1) year from the date of the certification request, have requested a transfer shall have their names submitted to the appointing authority for consideration for appointment and shall be so notified. Such consideration shall be made in accordance with the provision of Section 809 of the Ventura County Personnel Rules and Regulations.
- Sec. 2508 **Transfer Within Department/Agency:** An employee desiring transfer or reassignment to another position within the same Department/Agency may request consideration for transfer, in writing on the designate form, to the Health Care Agency personnel officer. This form will be retained and valid

for six (6) months or until position/assignment is filled, whichever occurs first.

When a vacancy occurs and is posted, if there is more than one qualified candidate (considering competencies, skills, experience, and abilities) each candidate will be given equal consideration as determined by nursing administration. All things being equal, years of service will be the determining factor.

Sec. 2509 **Duration Of Transfer Request:** Except as provided in Section 2508 and notwithstanding any other consideration, a transfer request shall not be honored for more than one (1) year. In addition, a transfer request may be invalidated for any of the following reasons:

- A. The person has accepted a transfer which resulted from the specific transfer request.
- B. The person no longer has status in the County service as a regular employee.
- C. The person requests that his name be removed from consideration.
- D. The person refuses an offer of appointment.
- E. The person is refused appointment by three (3) appointing authorities.
- F. The person fails to appear for a selection interview once he has been notified of his eligibility for consideration.

Sec. 2510 **Pay/Salary Rate And Merit Increase Hours Needed On Involuntary Transfer:** Whenever an employee is involuntarily transferred to a different position in a different classification having the same salary range as his former position, he shall retain his salary rate and his merit increase hours needed will not be reset.

Sec. 2511 **Transfer To Fixed Term Positions:** Regular employees shall have the opportunity to apply for and transfer to fixed term positions without losing their rights to a regular position. Regular employees who transfer to a fixed term position may bump back to a regular position at such time that funding for the fixed term position expires.

Sec. 2512 **Notice Of Vacant Positions:** Whenever vacancies within the bargaining unit are to be filled, the Health Care Agency shall post a notice on each nursing unit for at least fourteen (14) calendar days.

ARTICLE 26
REDUCTIONS IN FORCE

Sec. 2601 **Layoff Procedure:** Whenever there is a reduction in force, one or all of the following may occur, until the situation which necessitated the reduction in force has been eliminated:

- A. All incentive or differential payments to existing employees shall cease.
- B. Except for emergency situations as declared by the County, no overtime will be authorized.
- C. All merit increases may be delayed for 2,080 hours.
- D. Employees shall be laid off in the following order:
 - 1. Extra help employees
 - 2. Provisional employees
 - 3. Fixed term (only those positions filled with Regular and Regular Probationary employees)
 - 4. Temporarily promoted employees
 - 5. Probationary employees
 - 6. Employees who, within the twenty-six (26) pay periods immediately prior to the layoff, have received a disciplinary suspension of more than one (1) day, demotion or reduction in pay equal to a suspension of more than one (1) day. If an employee has been demoted as a result of this provision then, for further reduction in force decisions, such disciplinary action will not be considered.
 - 7. Regular employees.

So that CNA and all potentially affected employees may properly monitor application of the procedure set forth herein, the County shall, whenever possible, notify CNA and all such potentially affected employees of its intention to utilize this procedure at least four (4) weeks prior to the actual occurrence of layoff.

Sec. 2602 **Seniority:** "Seniority" shall be determined by each employee's "continuous service" with the County. All uninterrupted employment (including all time served as a provisional, probationary, limited term or regular less than full-time employee) shall be counted as continuous service for purposes of calculating seniority. A separation from the County service shall be the only cause for a break in continuous service, provided, however, a separation of three (3) or fewer days shall not constitute such a break. There shall be no "bridging" with prior County service for purposes of establishing seniority or calculating continuous service. An authorized leave of absence shall not constitute a break in service, but no time spent on an authorized leave of absence shall count towards continuous service and all seniority shall be adjusted by an amount of time equal to the time spent on such leave of absence.

Sec. 2603 **Order Of Layoff:** For purposes of this Article only, and as per Section 2610, each Department within HCA and each unit within VCMC shall be considered as separate and distinct organizational entities. The determination of which employee(s) shall be laid off shall be made within each Department (or in the case of VCMC, within each unit) on a classification-by-classification basis. The County shall designate the classification(s) to be affected. The order of layoff shall be determined by length of seniority and shall be in reverse order of seniority status. If two (2) or more employees have identical seniority, then such employee(s) shall be laid off in the order determined by the appointing authority.

Whenever a Department Head believes that the best interest of the Department requires the retention of an employee with special qualifications, skills, abilities or fitness for his/her position, the Department Head may prepare a written request to the Director - Human Resources to grant an exemption to the order of layoff. Subsequent to conducting a review of the request, the Human Resources Director shall forward the request, together with his recommendation, to the County Executive Officer for final action.

Sec. 2604 **Transfer In Lieu Of Demotion:** A regular employee who is to be laid off shall have the right to transfer and/or voluntarily demote and transfer to any vacant position in his/her department within a classification for which he is qualified. The provisions of this Agreement shall govern such transfers and/or voluntary demotions and transfers. If there are two (2) or more employees to be laid off and they opt to exercise this right and request to transfer and/or demote and transfer to the same vacant position, then the employee with the greatest seniority shall have the right to fill such vacancy(ies). If the seniority status of these employees is

equal, the Appointing Authority shall then have the right to fill such vacancy as he/she desires.

Sec. 2605 Demotion In Lieu Of Layoff (Bumping):

- A. If there are no vacant positions to which a regular employee who is to be laid off can transfer and/or demote and transfer as per 2604, then such regular employee shall have the right to demote to any position within his department (or, in the case of a VCMC employee, his/her unit) within a classification in which that employee previously held permanent status. Such "bumping" is restricted to positions within the department, or in the case of VCMC, to positions within the Unit, in which the employee is employed, provided, however, VCMC employees may "bump" into other units as per subsection "B" of this section. "Bumping" shall not be restricted to classes within the bargaining unit covered by this Agreement. Should an employee bump into a position within a classification in a bargaining unit covered by another Agreement, then the layoff procedures applicable to that classification's bargaining unit shall then become controlling. There does not need to be a vacant position within the classification for an employee to exercise this right. If, as a result of the exercise of this right, layoffs must occur in the classification to which that employee was demoted, then such layoff shall be made in accordance with the provisions of the Agreement which is controlling for that classification.

- B. If a VCMC employee is deemed "qualified" by VCMC's Director of Nursing, he/she may then utilize his/her seniority to "bump" into VCMC Units other than the one in which he/she was employed at the time of lay-off. For purposes of this subsection only, such a VCMC employee "bump" shall also include movement to the same classification within another VCMC unit. The determination as to whether or not an employee is "qualified" shall be at the sole discretion of the VCMC Director of Nursing who shall be guided by the subject employee's recency of relevant experience, continuing relevant education, and the possession of current and relevant certifications and/or licenses. Subsequent to the aforementioned determination by the Director of Nursing, such employee must then demonstrate that he/she is fully competent in the new unit after an orientation period of no more than two (2) weeks duration. If an employee is not deemed fully competent at the end of the orientation period, then he/she shall be laid off and placed on the appropriate lists as per sections 2606 and 2607. This subsection shall be applied only when VCMC employees are being both laid off

from classifications covered by this Agreement and "bumping" into other classifications covered by this Agreement.

Sec. 2606 **Reemployment:** All persons who have been laid off as a result of a reduction in workforce shall have their names placed on a Reemployment Eligible List for the classification in which they were employed immediately prior to being laid off. There shall be two (2) Reemployment Eligible Lists: one which includes only the names of the laid off employees within the department (or, in the case of VCMC, within the unit), and the other which has the names of all other HCA (or, in the case of VCMC, department) employees who were laid off. The HCA Department and VCMC Unit Reemployment lists shall have priority over (respectively) the HCA Agency and VCMC Department Reemployment lists. Eligibles on Reemployment Lists shall be ranked in reverse order of their order of lay-off. Each person's name shall remain on such lists for a period of two (2) years following the date that their name was placed on such eligible list, or until they have been reemployed, or until their name has been removed from the eligible list in accordance with the provisions of Section 716 of the Ventura County Personnel Rules and Regulations, whichever occurs first. Eligibles on the Reemployment List shall be reappointed to vacant positions as they occur in the classification and department (or, in the case of VCMC, in the classification and unit) in which they were employed immediately prior to layoff. Such eligibles may be interviewed for consideration for appointment to vacant positions in other departments or units in the classification in which they were employed immediately prior to layoff.

Sec. 2607 **Classification Reinstatement:** All employees who have demoted to a lower classification as a result of a reduction in workforce shall have their names placed on a Classification Reinstatement List for the classification from which they were demoted. There shall be two (2) Classification Reinstatement Lists: one which includes only the names of the demoted employees within the department (or, in the case of VCMC, within the unit), and the other which has the names of all other HCA (or, in the case of VCMC, Department) employees who were demoted from the specific classification. The HCA department and the VCMC Unit Classification Reinstatement lists shall have priority (respectively) over HCA Agency and VCMC Department Classification Reinstatement lists. Eligibles on the Classification Reinstatement Lists shall be ranked in reverse order of the order of their demotions. Each person's name may remain on such lists for a period of two (2) years following the date that their name was placed on such eligible list, or until they have been reinstated to the classification from which they were demoted, or until their name has been removed from the eligible list in accordance with the provisions of Section 716 of the

Ventura County Personnel Rules and Regulations, whichever occurs first. To remain on a Classification Reinstatement List, a person must maintain status as an HCA employee. Eligibles on the Classification Reinstatement List shall be reappointed to vacant positions as they occur in the classification in the department (or, in the case of VCMC, in the Unit) in which they were employed immediately prior to layoff. Such eligibles may be interviewed for consideration for reappointment to vacant positions in other departments or units in the classification in which they were employed immediately prior to layoff.

Sec. 2608 Restoration Of Benefits:

- A. Sick Leave - For laid off employees, sick leave accruals shall remain on the books and be reinstated if such employees are reappointed. Whenever a person becomes ineligible for reemployment and such person has not been reemployed, then, if at the point of layoff such person was eligible to receive a sick leave accrual payoff, such person shall be paid for existing sick leave accruals in accordance with Section 1507 of this Agreement.
- B. Seniority - For laid off employees, upon reemployment such employees shall have their seniority status held immediately prior to layoff reinstated.
- C. Salary - Laid off employees who are reemployed or demoted employees who are reinstated to the classification demoted from, shall receive salary equivalent to that which they were receiving immediately prior to layoff or demotion or the maximum of the salary range of the classification, whichever is less, upon reemployment or classification reinstatement.
- D. Annual Leave Accrual Rates - Laid off employees who are reemployed shall have the Annual Leave Accrual rate they held immediately prior to layoff restored.
- E. Vacation Accrual Rates - Laid off employees who are reemployed shall have the vacation accrual rate they held immediately prior to layoff restored.
- F. Merit Increase Hours Needed - An employee who is reemployed while in layoff status shall retain the merit increase hours needed as of the time of the layoff.

- G. Retirement Contributions - Upon reemployment, laid off employees shall not be required to redeposit retirement contributions withdrawn at the time of layoff or subsequently; provided, however, that the employee may elect to redeposit said funds to the retirement system.
- H. Grievability - Persons disputing the application or interpretation of layoff, reemployment and/or classification reinstatement policies shall use the grievance procedure to resolve their dispute and shall not have any such allegation considered under any other County administrative procedure.

Sec. 2609 **Priority Of Lists:** The order of priority of eligible lists for certification to an appointing authority shall be: Classification Reinstatement List, Reemployment List, Department/Agency Promotional List, Countywide Promotional List, County Service Reinstatement List, and Open List.

Sec. 2610 A. **HCA Organization:** Unless otherwise explicitly provided within this Article, and for purposes of this Article only, HCA shall not be considered as a single entity, but rather, as an organization comprised of the following separate and distinct Departments:

1. The Ventura County Medical Center (including Psychiatric Unit, Ambulatory Care, and auxiliary services).
2. The Public Health Department including Emergency Medical Services.
3. The Behavioral Health Department including Crisis Team.
4. The Medical Examiner.
5. General Administration.

B. **VCMC Organization:** Unless otherwise explicitly provided within this Article, and for purposes of this Article only, the term "unit" (when used with respect to VCMC) shall mean any one of the following separate and distinct organizational entities:

Emergency Department

Surgical Services

Pre-Anesthesia Care Unit (Pre-op)

Surgery

Post Anesthesia Care Unit (Post-op)

Day Surgery

GI Lab

Pediatrics

Neonatal Intensive Care Unit (including Intermediate and Intensive

Care)
Maternal/Infant Unit
 Labor and Delivery
 Post Partum and Couplet
 Transitional Care Unit
Med/Surg (including 3 West, 2 West and Telemetry)
Intensive Care (including Intensive Care and Definitive Observation Unit (DOU))
Ambulatory Care
Inpatient Psychiatric Care (including Assessment and Referral and Acute Inpatient Care)

ARTICLE 27 NURSING PROCESS STANDARDS/RATIOS

No nurse shall be required to practice in a manner which jeopardizes patient care, exceeds the limit of a registered nurse licensure as defined by the Nurse Practice Act, or is outside Title 22, section 70217 related to nurse service staff, as determined and controlled by the California Department of Public Health.

If a nurse believes that circumstances are present which may jeopardize a patient's health or safety, the nurse must attempt to resolve the issue with their immediate supervisor by communicating their concern in writing. The supervisor shall respond to the registered nurse within 14 days from receipt of the written notice. If the matter is not resolved at this level, the matter may be brought to the Professional Practice Committee (PPC) by submitting an Assignment Despite Objection form. The PPC will bring forth any issues related to the above to the Patient Classification Committee for review.

A formal Patient Classification Committee (PCC) will be established in accordance with Title 22. The committee will be composed of five (5) nurses, two (2) members from the Professional Practice Committee and three (3) staff nurses who are not participating on any other committee and five (5) managers, one of whom will be the Chief Nurse Executive or his/her designee. The PCC will meet a minimum of once per year. PCC members will be compensated for time spent in committee meetings. Such release time or additional hours of pay for the committee members shall not be counted as hours worked for purposes of calculating overtime.

Interested staff may provide input to the Committee concerning the Patient Classification System, potential required revisions, and the overall staffing plan.

If the review by the PCC reveals that adjustments are necessary in the Patient Classification System in order to assure accuracy in measuring patient care needs, such adjustments will be reviewed by the Nursing Administrative Team for determination of need for adjustment.

ARTICLE 28
TECHNOLOGY

CNA and Management agree to jointly support efforts to increase efficiency, effectiveness, productivity, and economy in all operations through improving methods, reducing waste, and in exploring and implementing change that will contribute to sound, effective, economical county government. To the extent that such improvements involve technology, the County affirms the following guiding principles with respect to the implementation and use of technological advances affecting the practice of nursing:

1. Technology must be consistent with the provision of safe, therapeutic, effective care which promotes patient safety. Deployment of technology is intended to support the registered nurse and CNA represented members in the implementation of the nursing process, including the use of clinical judgment in assessment, planning, implementation and evaluation of care and the nurse as a patient advocate. New technology may affect nursing duties but will not be used to supplant the overall role of nurses in providing direct patient care.
2. The manner in which technology is used shall ensure patient confidentiality.
3. Technology is intended to enhance, not diminish nursing skills.
4. Technology is intended to provide information and options for clinical decision making. Clinicians will maintain accountability for actual clinical decision-making, including incorporating individualized patient needs, complications and co-morbidities, as appropriate.
5. Prior to implementing new technology, the Health Care Agency shall notify the PPC of the proposed new technology being considered. Upon CNA's request, HCA management shall meet with the PPC to assess the extent to which the new and existing technology meets the guidelines set forth in this Article, and provide opportunities for registered nurses to have input regarding the new technologies. Input from the nurses and the PPC will be considered prior to the implementation of the new technology.

ARTICLE 29
NO STRIKE/NO LOCKOUT

During the term of this Agreement, no work stoppages, strikes, or slowdowns shall be caused or sanctioned by CNA, and no lockouts shall be made by the County. If this section is violated, the party committing the violation shall lose all rights under this Agreement.

ARTICLE 30
NON-DISCRIMINATION

The provisions of this Agreement shall be applied equally to all employees without unlawful discrimination as to age, sex, race, color, creed, national origin, or functional disability. The County's Affirmative Action Plan will be fully supported by CNA.

ARTICLE 31
COUNTY RIGHTS

It is the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reason, classify and reclassify positions, and determine the methods, means, and personnel by which the County's operations are to be conducted; provided, however, that the exercise and retention of such rights do not preclude employees or their representatives from consulting about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.

Nothing contained in this provision shall be deemed to supersede the provisions of existing State law and the ordinances and rules of the County which established the Civil Service System.

ARTICLE 32
CNA RIGHTS

Sec. 3201 **Association Business And Paid Work Time:** The County agrees to authorize CNA's Local Chapter Chief Nurse Representative one (1) hour per month of paid County time to attend Local Chapter Board Meetings. It is understood that CNA's Board meetings are held the first Wednesday of each month. That Chief Nurse Representative, and/or his/her designee(s) is also authorized to use up to a total of sixteen (16) additional hours per year, with department/agency head approval (which shall not be

unreasonably withheld), to attend recognized employee organization conferences. Officers, executive board members, and CNA-member representatives will conduct all Association business, except for time specified by Sections 3202 or 3203, on their own time by utilizing previously accrued vacation or annual leave hours or leave without pay.

Sec. 3202 **Union Business / CNA Member Representative Time:**

Starting on December 2, 2009, and on the same date on each subsequent year a CNA Member Representatives' Bank will begin the year with one hundred twenty (120) hours of release time for use on the preparation investigation and presentation of filed grievances, attend Weingarten, Skelly or any other meeting where a CNA member would be entitled to representation. CNA Member Representatives' may draw from the Member Representative's Bank only during a regularly scheduled work day, or during a regular day off with prior management approval and provided that such compensation does not result in overtime. No one CNA Member Representative shall use more than twenty-five percent (25%) of the CNA Member Representatives' Bank. The bank hours used will be in accordance with the provisions of this article, and CNA Member Representatives are required to report all bank hours on their time cards.

It is further agreed that CNA Member Representatives will conduct all other Union business, except for time spent in negotiations, on their own time by utilizing vacation time or leave without pay.

Sec. 3203 **CNA Member Representatives:** The County affirms the right and recognizes the necessity of the Union to designate employees as CNA Member Representatives. Further, Management recognizes that CNA Member Representatives are the official on-site representatives of the Union and commits that no CNA Member Representative will be unlawfully discriminated against because of the exercise of his/her rights and duties. It is also agreed by the County and the Union that the purpose of all Union representatives is to promote an effective relationship between the County and the Union by assisting in settling grievances at the lowest possible level of the grievance procedure.

A. The Union may designate CNA Member Representatives to represent employees in the processing of grievances, at Weingarten meetings, appeals from disciplinary action, and their formal appeals subject to the following rules and procedure:

1. The Union, on a quarterly basis, shall furnish the Director-Human Resources and the Director of Nursing with a written list identifying by name and assigned work areas all regular

CNA Member Representatives and the list shall be kept current by the Union. There shall be no more than twenty (20) CNA Member Representatives.

2. The Union will designate as a CNA Member Representative only employees who have passed an initial probationary period and have been designated as permanent.

B. Representational Duties:

1. When requested by an employee, and utilizing CNA Member Representatives' Bank Time, a CNA Member Representative may assist in the preparation and presentation of informal and formal grievances. Weingarten meetings on County time, but the time spent attending these such meetings shall not be drawn from the CNA Member Representatives' Bank.
2. After notifying and receiving approval of his/her immediate supervisor, a CNA Member Representative shall be allowed reasonable time off during working hours (without loss of time or pay), drawn from the CNA Member Representatives' Bank or the employee's accrued leave, to present such formal grievances. The CNA Member Representative's immediate supervisor will authorize the CNA Member Representative to leave his or her work unless compelling circumstances require refusal of such permission, in which case the immediate supervisor shall inform the CNA Member Representative of the reasons for the denial and establish an alternate time when the CNA Member Representative can reasonably be expected to be released from his or her work assignment. Where this prohibition extends beyond one (1) working day, the time limits of the grievance procedure shall be extended for the length of the delay.
3. When a CNA Member Representative desires to contact an employee at his/her work location, the CNA Member Representative shall first contact the immediate supervisor of that employee to make an appointment, advise him/her of the nature of the business, and obtain permission to meet with the employee. The immediate supervisor will make the employee available promptly unless compelling circumstances prohibit the employee's availability, in which case the supervisor will notify the CNA Member Representative when he/she can reasonably expect to

contact the employee. Where this prohibition extends beyond one (1) working day, the time limits of the grievance procedure shall be extended for the length of the delay.

4. Interviews or discussions with an employee and a CNA Member Representative during working hours will be handled expeditiously. A CNA Member Representative is authorized by the Union to act on behalf of CNA regarding grievances and work condition issues related to the area of representation.
5. The CNA Member Representatives shall be required and held accountable to complete their usual work assignments and shall not be authorized to work overtime to accomplish work, which would otherwise be part of his/her normal assignment. The CNA Member Representatives are required to report all Representatives' Bank Time used on their timecard.
6. It is understood by the parties that distribution of Union information is not an eligible use of CNA Member Representatives' Bank Time.

Sec. 3204 **Negotiating Committee:** The committee authorized by CNA to meet and confer or negotiate collectively shall consist of the local Chapter's Chief Nurse Representative, and not more than five (5) other employees who will be compensated for hours spent in scheduled negotiations. Such employee members will be paid by the County for the time spent in negotiations with management, but only for those hours they would otherwise have worked on their regular work schedule. Meetings shall be held between 8:00 a.m. and 5:00 p.m. whenever possible and at a time and place mutually acceptable to all parties. Additional employee members shall be compensated when approval and authorization for such payment has been made by the County.

Sec. 3205 **Employee Orientation:** CNA may participate in training or orientation sessions for employees in the Health Care Agency. A representative of CNA will be allowed 30 minutes at the conclusion of the first day of New Employee Orientation to meet with any CNA represented staff.

Sec. 3206 **Employee Lists:** The County shall furnish CNA, on a biweekly basis a listing of new employees hired and employees terminated within CNA's bargaining unit.

- Sec. 3207 **Association Sponsored Deductions:** In the event CNA wishes to utilize a new payroll deduction code for a union-sponsored activity, CNA shall make a request of the County Auditor-Controller. Dependent upon the availability of additional codes and the agreement of the Auditor-Controller, the new code may be instituted. Upon such approval, CNA shall pay in advance to the County Auditor-Controller the sum of nine hundred fifty dollars (\$950) for activating the code. Existing codes and changes shall be processed without cost to the Association. The County and CNA agree that both parties shall be saved, indemnified, and held harmless from any liability due to errors and omissions arising out of the other party's use of the CNA-sponsored deductions codes.
- Sec. 3208 **Interdepartmental Messenger Service (Brown/Grey Mail):** The County's interdepartmental messenger service (brown/grey mail) may be used for individual business-oriented communication between employees who are represented by CNA and between the paid staff of CNA and such employees, provided that:
- A. Paid staff of CNA shall pick up and deliver all messages being communicated outside the County's normal distribution route.
 - B. All mass communications intended for broad departmental distribution shall be submitted for approval by the County Executive Officer or his designee prior to actual distribution.
- Sec. 3209 **Meeting Space:** Upon written request of CNA, the County may provide meeting space outside working hours, provided such place is available and CNA complies with all departmental rules and policies of the Board. Requests for use of facilities will be made in advance to the department head and will indicate the date, time, and general purpose of the meeting and facilities needed. Assuming full compliance by CNA with the requirements of this Section, once written approval is granted, CNA shall not subsequently be denied use of the promised meeting space.
- Sec. 3210 **Bulletin Boards:** The County will designate at least one (1) bulletin board or a portion of an existing bulletin board in each worksite in which a CNA-represented member works, for the exclusive use of CNA. The space allotted shall not be less than 2' x 3' or more than 3' x 4'. A copy of all material to be displayed upon the bulletin board shall be provided to the Department/ Agency Head or his designated representatives prior to placement on the bulletin board. If the Department Agency Head objects to the contents of such material, he shall immediately notify CNA staff or its representative. Such material shall not be placed on the board, until the dispute is resolved. If agreement cannot be reached between CNA

and the Department/Agency Head, the matter shall be immediately referred to the Director - Human Resources for resolution. If either party objects to the decision of the Director - Human Resources, he has the alternative of filing an unfair labor practice charge before the Civil Service Commission. CNA is responsible for posting material upon the designated bulletin board and for neat and orderly maintenance thereof. Such material shall be signed and dated by a CNA-member representative, officer, or staff member of CNA. Any material not meeting the above criteria shall be promptly removed.

Sec. 3211 **Access:** CNA paid labor representatives shall be granted access to County facilities, in accordance with this Article, upon directly notifying the Director of Nursing (for VCMC) or appropriate Division Manager for Behavioral Health and Public Health or designated management representative and after advising said authority of the general nature of the business. The Association will not meet with nurses during scheduled work time, in nursing units, and shall not disrupt or interfere with the duties and operations of the workplace.

Requests to access non-work areas shall be made by personally contacting the appointing authority or designated management representative as far in advance as possible, but at minimum 24 hours prior to being on site. The Labor Representative shall comply with security measures and precautions pertaining to facility access. The appointing authority shall not unreasonably withhold timely access. The appointing authority shall ensure that there is at all times someone designated who shall have full authority to approve access. If a request is denied, the appointing authority or designated representative shall establish a mutually agreeable time for access to the employee.

CNA Labor Representatives shall not be required to notify the County when accessing public areas, i.e., cafeteria at both hospitals, during hours open to the public.

CNA Labor Representatives granted access shall limit such visits to a reasonable period of time, taking into consideration the nature of the grievance or appeal or other representation activity.

CNA Labor Representatives shall be provided access to non-work areas such as conference rooms and cafeteria to conduct representation activities during nurses' non-work time.

(Refer to Exhibit C for supplemental agreement related to Access)

Sec. 3212 **Professional Practice Committee (PPC):** Recognizing the value of a committee which can objectively recommend performance improvement related to patient care, a PPC committee has been established. Recommendations coming from the PPC(s) will be duly considered and members will be advised. Responses to specific PPC suggestions or recommendations will be made within thirty (30) working days unless the time frames are extended by mutual agreement between the Director of Nursing and Chair of the PPC. Quarterly, or on a more frequent basis as requested, an open forum of the PPC members and nursing management will occur to discuss items that need resolution. This will be done in a collaborative manner, recognizing the professionalism of nursing, and the valuable input of CNA represented staff and nursing management. Accordingly, the PPC shall consist of five (5) non-probationary registered nurses selected by union members and provided that not more than one (1) member shall come from a particular unit and including one (1) representative from Santa Paula Hospital.

The Practice Committee shall be released for no more than two (2) hours per month nor less than once per quarter. The PPC meetings shall be scheduled before the work schedule is made and request for release time sent to the Director of Nursing or designee at that time. If a meeting occurs without notification, it will not be considered a formal meeting of the PPC. Such meetings shall be scheduled so as to minimize disruptions with the delivery of health care and shall be mutually agreeable to the County. The Practice Committee shall prepare an agenda which shall be provided to the designated Director of Nursing one (1) week in advance of the scheduled meeting for information purposes only. Meeting space shall be provided by the County.

Matters brought before this committee shall not include subjects which are in any way grievable/arbitrable and/or negotiable. Minutes of meetings shall be maintained and can be reviewed by the Director of Nursing at his/her request. This committee shall be advisory in nature.

A. Objectives - The objectives of the PPC shall be:

1. to consider constructively the professional practice of Nurses;
2. to work constructively for the improvement of patient care and nursing practice;
3. to recommend to administration ways and means to improve patient care;

4. to discuss with administration when, in the opinion of the PPC, a critical nurse staffing shortage exists;
5. to consider constructively the improvement of safety and health conditions which may be hazardous; and,
6. to investigate nurse staffing complaints and, when appropriate, make recommendations to administration to solve the issue(s).

B. Assignment Despite Objection Forms

In accordance with the ethical, legal and professional responsibility of the registered nurse to act as a patient advocate, Assignment Despite Objection forms, or similar written notifications, shall be submitted to the nursing manager or supervisor on duty when in the professional judgment of the registered nurse, a patient or patients are potentially at risk due to any of the following reasons, unsafe staffing, unsafe environment or inappropriate placement due to the level of care needed. Nursing administration recognizes the registered nurses' right to act as a patient advocate and will receive and accept such notification as an objective tool to improve overall patient care. This section is not subject to the grievance procedure set forth in Article 33.

Whenever the Practice Committee makes a written recommendation to the Director of Nursing, a response in writing shall be made as soon as practicable, but no less than thirty (30) days, unless the Chair of the PPC and the Director of Nursing mutually agree that the time may be extended.

Sec. 3213 **PPC Orientation** - One (1) nurse representative selected by the Association will be allowed to provide up to fifteen (15) minutes orientation at the VCMC Nursing Orientation regarding the Professional Practices Committee. The Association will provide to the Nursing Administrator a list each quarter of nurse representatives who could be granted paid release time to provide the orientation. The release of the nurse representative is subject to prior HCA administration approval.

Sec. 3214 **Association Leave:** CNA requests for employee organizational leave shall be made in writing to the CDEO/IRRM and to the affected Department at least forty-five (45) calendar days in advance of the leave. Such leaves shall be on a Leave Without Pay status from one (1) day up

to thirty (30) days. CNA may have no more than two (2) employees covered herein on leave of absence to do association business.

To be eligible for Organizational Leave, the employees must have a minimum of one (1) year continuous employment with the County. The requested leave shall only be granted if the reason(s) for the leave are to conduct CNA business.

Requests for such leave may be approved at the discretion of management depending on operational needs of that department.

This Section is not grievable.

Sec. 3215 **CNA Member Representative Educational Leave:** A CNA Member Representative may request up to 40 hours of Leave Without Pay per calendar year for the purpose of participating in CNA educational programs. Their request shall be made forty-five (45) days prior to the requested time off. The request will be subject to staffing and scheduling needs of the Health Care Agency. The Health Care Agency will not unreasonably deny such Union requests.

ARTICLE 33 GRIEVANCE PROCEDURE

Sec. 3301 **Definition:** A grievance shall be defined as a dispute by an employee or a group of employees, concerning the application or interpretation of:

- A. The terms of this Agreement.
- B. The sections of the Personnel Rules and Regulations incorporated into this Agreement as set forth herein.
- C. Existing written policies affecting an employee's terms and conditions of employment.
- D. Written Reprimands, which shall not be subject to Article 21 of the Personnel Rules and Regulations, nor to Article 34 of this Agreement, nor shall they be reviewable under any administrative procedure other than this Grievance Procedure.

Sec. 3302 **Matters Excluded From The Grievance Procedure:** Except as provided in Section 3301, all other matters are specifically excluded from this

procedure including, but not limited to, complaints which arise from the following:

- A. All disciplinary appeals.
- B. All appeals arising from examinations.
- C. Performance review evaluations.
- D. Those which would require modification of a policy established by the Board of Supervisors or by law.
- E. Ventura County Personnel Rules and Regulations not specifically included herein in whole or by reference.
- F. Any aspect of the 401 (k) or 457 Deferred Compensation Plans, and/or its real or potential benefits as provided by Section 2401.

Sec. 3303 **Procedure:**

A. Informal Discussion

- 1. Within twenty-one (21) calendar days from either the date of the action causing the complaint, or the date upon which the grievant first became aware of the action causing the complaint, whichever occurred first, the grievant shall discuss his complaint in a meeting on County time with his immediate supervisor. In the case of a complaint of illegal discrimination, the employee has the option of discussing it with a member of the Department/Agency Affirmative Action Committee or the Department/Agency Affirmative Action Officer.
- 2. Within seven (7) calendar days from the day of discussion with the employee, the immediate supervisor shall orally reply to the employee's complaint.

B. Formal Complaint - Step 1, Immediate Supervisor:

- 1. Within seven (7) calendar days of receipt of the answer from the immediate supervisor in an informal complaint, an employee shall file a formal written grievance. A grievance shall not be deemed to be properly filed unless it is completed on an official and appropriate form, furnished by the County

or the California Nurses Association. Such written grievance shall:

- a. Fully describe the grievance and how the employee was adversely affected;
 - b. Set forth the section(s) of the Agreement, Personnel Rules and Regulations and/or written policies violated;
 - c. Indicate the date(s) of the incident(s) grieved;
 - d. Specify the remedy or solution to the grievance sought by the employee.
2. Within seven (7) calendar days of the receipt of the formal written grievance the immediate supervisor shall give his decision in writing to the employee on the original copy of the grievance. As part of that response, the supervisor shall also specify where, to whom, and the final date by which an appeal of his decision must be filed.

C. Formal Complaint - Step 2, Division Head

1. Within seven (7) calendar days from his receipt of the decision at Step 1, the employee may appeal to his division head. The original copy of the grievance form shall be submitted.
2. Within seven (7) calendar days from receipt of the grievance, the division head shall meet with the employee. The employee may be accompanied by his designated representative at such a meeting. Within seven (7) calendar days after the meeting, the Division Head shall give his answer in writing. As part of that response, the Division Head shall also specify where, to whom, and the final date by which an appeal of his decision must be filed.

D. Formal Complaint - Step 3, Agency/Department Head

1. Within seven (7) calendar days from his receipt of the decision at Step 2, the employee may appeal to the agency/department head. The original copy of the grievance form, with the reasons in writing for his dissatisfaction with the answer given by the division head, shall be submitted.

2. Within seven (7) calendar days after receiving the completed grievance form the agency/department head or his designated representative shall meet with the employee and, at the employee's option, the employee's representative, and they shall thoroughly discuss the grievance. The Department/ Agency Head shall give his written decision to the employee within fourteen (14) calendar days after the discussion.

On matters that do not concern or involve the interpretation or application of the specific terms and provision of this Agreement or past practice within the department/agency, the written decision of the department/agency head shall be final as to the disposition of matters within his authority.

Sec. 3304 Arbitration:

- A. A grievance unresolved in the steps enumerated above may be submitted to arbitration by CNA by submitting a letter requesting that the grievance be submitted to arbitration to the Director - Human Resources within fourteen (14) calendar days after the Department/ Agency Head renders a decision. Prior to submitting the matter to arbitration, the Director - Human Resources, or his designee, may meet with CNA in an effort to resolve the grievance. In the event the parties reach an agreement, such agreement shall be submitted to the County Executive Officer (CEO) for his approval. The CEO shall advise the parties of his decision within fourteen (14) calendar days after the receipt of the proposed resolution. If the CEO concurs with the agreement, the grievance shall be considered resolved and binding upon the parties. If the CEO rejects the agreement or fails to respond within the fourteen (14) calendar days described above, CNA may proceed to submit the matter to arbitration. The grievance submitted to arbitration shall be limited to the grievance originally filed at the first step except as amended by mutual agreement between CNA and the Director - Human Resources or his designee.
- B. The Arbitrator shall be selected by mutual agreement. In the event mutual agreement cannot be reached on an arbitrator within fourteen (14) calendar days of the receipt of notice of appeal to arbitration, the State Conciliation Service shall be asked to list a panel of five (5) individuals from which one (1) name shall be selected by the parties within fourteen (14) calendar days after the receipt of such list by alternate striking of names. The party making

the first deletion shall be determined by lot. The remaining name shall be deemed to be the arbitrator for this grievance.

- C. Costs of the Arbitrator and Court Reporter, if any, shall be shared equally by the parties.
- D. The Arbitrator shall have no power to alter, amend, change, add to or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of the Agreement in respect to the alleged grievance and remedy. The decision and/or award of the Arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties. The decision and/or award of the Arbitrator shall be final and binding upon the County, CNA, and the employee affected, subject to judicial review.
- E. If either the County or CNA shall claim before the Arbitrator that a particular alleged grievance fails to meet the tests of arbitrability as set forth in this Agreement, the Arbitrator shall proceed to decide such issue before hearing the case upon its merits. The Arbitrator shall have the authority to determine whether he will hear the case on its merits at the same hearing in which the jurisdictional question is presented. In any case where the Arbitrator determines that such grievance fails to meet said test of arbitrability, he shall refer the case back to the parties without a decision or recommendation on the merits.
- F. All arbitration proceedings arising under this grievance procedure shall be governed by the provisions of Title 9 of Part 3 of the Code of Civil Procedure of the State of California.

Sec. 3305 **Mediation:** Prior to an arbitration hearing, CNA and the County, by mutual agreement, may request 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, concessions agreed to or offered during mediation shall not be admissible at a subsequent hearing.

Sec. 3306 **Waiver And Limits:** Grievances may, by mutual agreement, be referred back for further consideration or discussion to prior steps or advance to a higher step in the grievance procedure. Time limits specified in the grievance procedure of this Agreement may be waived by mutual written agreement. Should the County fail to respond orally and/or in writing when

required within the specific time limits, the grievance shall be automatically progressed into the next step of the grievance procedure. Likewise, should CNA and/or the grievant fail to initiate or appeal any grievance within the specific time limits, the grievance shall be considered resolved on the basis of the County's last response and/or considered waived and abandoned for all purposes.

Sec. 3307 **Time Off For Grievance Resolution:** An employee who has filed a written grievance shall be given a reasonable amount of time off with pay by his appointing authority to process, prepare and resolve his grievance.

Sec. 3308 **Grievances And Rules Or Memoranda Changes:** Grievances shall be arbitrated on the basis of the Rules, Agreement, etc., in effect when the incident or incidents upon which the specific grievance is based occurred or first occurred.

Sec. 3309 **Full Disclosure:** At that step of the Grievance procedure described in Section 3303-C, and during any efforts to resolve the matter prior to arbitration under Section 3304, the grieving employee and/or his authorized representative shall disclose to Management's representatives a full detailed statement of the facts of the matter, the specific provisions of the Agreement relied upon, all related arguments, and specify the exact remedy sought.

Sec. 3310 **Responsibility And Authority Of Respondents:** Respondents at each level of the grievance procedure are empowered to resolve disputes only by properly applying existing provisions of this Agreement; they cannot alter, amend, change, add to or subtract from any of the terms of this Agreement. Thus, an improper response by an organizational subordinate shall not bind his organizational superior and an improper response by a representative of the County shall not bind the County.

ARTICLE 34 DISCIPLINARY ARBITRATION

Sec. 3401 **Purpose:** To provide an equitable and uniform procedure for administration and arbitration of discipline. The provisions of this Article supersede those of Article 21 of the Ventura County Personnel Rules and Regulations.

Sec. 3402 **Written Order For Demotion, Suspension, Reduction In Pay, Dismissal:** The continuing employment of every regular employee shall be contingent upon good behavior. Any such employee may be

dismissed, demoted, suspended, reduced in pay, or demoted and suspended for cause as specified in Section 3403 by the appointing authority in the following manner:

- A. The appointing authority shall serve upon the employee a Notice of Proposed Disciplinary Action stating the nature of the proposed action and its effective date. Such Notice shall also set forth in writing the reasons for the proposed disciplinary action, a statement of the charges upon which the action is to be based, a notice to the employee that he has the right to review the materials being used against him, and a statement advising the employee that he has a right to respond to the charges. A duplicate of that Notice must be filed with the Director - Human Resources and CNA.
- B. Within seven (7) calendar days from receipt of the Notice of Proposed Disciplinary Action, unless additional time is otherwise specified by the appointing authority in said Notice of Disciplinary Action, the employee may respond to the proposed action. Such response may be presented orally or in writing. The employee has a right to have a CNA representative if he so chooses.
- C. At the completion of the period provided in "B" above, the appointing authority shall review the employee's response, if any, and make a determination whether to cancel, amend, or sustain the proposed action. If the appointing authority decides to amend or sustain the proposed action, the employee will be served with Notice of Disciplinary Action again setting forth in writing the reasons for disciplinary action and offering a statement of the charges upon which the action is based.

The Notice of Disciplinary Action shall also advise the employee that the action being taken is final, and apprise him of his right to request that CNA submit the matter to arbitration within fourteen (14) calendar days. A duplicate of that Notice must be filed with the Director - Human Resources and CNA.

Nothing in this Section shall be considered to restrict the right of the County to take immediate disciplinary action when it is deemed appropriate.

Sec. 3403 **Causes For Demotion, Suspension, Reduction In Pay, Dismissal:** In accordance with Section 1345.1.4.13.1 of the Ventura County Ordinance Code, causes for disciplinary action are as follows: fraud in securing appointment, incompetency, inefficiency, inexcusable neglect of duty,

physical or mental disability, insubordination, dishonesty, drunkenness on duty, intemperance, addiction to the use of narcotics or habit forming drugs, inexcusable absence without leave, conviction of a felony or misdemeanor involving moral turpitude, immorality, discourteous treatment of the public or other employees, improper political activity in violation of Article 24 of the Ventura County Personnel Rules and Regulations or Sections 1351 and 1351.1 of the Ventura County Ordinance Code, willful disobedience, violation of any provision of Article IV of the Ventura County Ordinance Code, which among other things includes the corrupt use of official authority or influence, or any other failure of good behavior or acts which are incompatible with or inimical to the public service.

- Sec. 3404 **Disciplinary Reduction In Salary:** In accordance with the necessity for taking disciplinary action, the salary of a CNA represented employee may be reduced by either 2.5% or 5% for a period of time not to exceed thirteen (13) pay periods for any one offense.
- Sec. 3405 **Suspension Without Pay:** Suspension without pay may be imposed not to exceed thirty (30) calendar days. Whenever an employee is suspended without pay, no salary shall be paid the suspended employee for the duration of his suspension and such suspension shall be treated as an authorized leave of absence without pay for purposes of annual leave, vacation and sick leave accruals.
- Sec. 3406 **Demotion:** The employee may be demoted to a classification which has a lower salary range than the position currently occupied. In cases of disciplinary demotion, the compensation of the employee shall be adjusted to the salary in the range of the position to which he has been demoted which is approximately 5% lower than the salary he was receiving in the higher class. If the top step of the salary in the range of the position to which he has been demoted is more than 5% lower than the salary he was receiving in the higher class, the employee shall receive the top step of the salary in the range of the position to which he has been demoted. An employee so demoted shall not have his merit increase hours needed reset.
- Sec. 3407 **Disciplinary Action Imposed During Probationary Period:** The appointing authority may dismiss, demote, suspend, demote and suspend, or impose any other disciplinary action on any probationary employee during the probationary period. Neither a probationary employee nor CNA may request arbitration of any disciplinary action taken against an employee during his probationary period.

A promoted employee who is dismissed during his probationary period shall return to the position in which he held permanent status, if vacant, or any other vacant position in his former classification in the department/agency. If no such vacancy exists, every reasonable attempt will be made by the appointing authority to retain the employee in an underfill capacity. Only if there is no vacancy and the appointing authority is unable to make reasonable accommodation, the employee shall be placed on a leave of absence without pay not to exceed one (1) year and shall be granted the first position that becomes available in his former classification. The above provisions shall not apply if the cause of the dismissal warrants dismissal from County service. If the cause for dismissal warrants dismissal from County service, the employee may request that CNA submit the matter to arbitration.

Sec. 3408 **Non-Discrimination:** Disciplinary actions shall be taken without regard to race, color, national origin, religion, sex, age, or functional limitation.

Sec. 3409 **Request For Arbitration:** If an employee wishes to appeal a disciplinary action, he shall ask that the matter be submitted to arbitration by CNA. If CNA concurs, it shall submit to the Director - Human Resources, in writing, within fourteen (14) calendar days of the employee's receipt of the Notice of Disciplinary Action, a request that the matter be submitted to arbitration. Upon receipt of CNA's request, the Director - Human Resources shall, within fourteen (14) days, request a panel of five (5) names from the State Mediation and Conciliation Service or some other mutually agreeable list. Within seven (7) calendar days of the receipt of that list, the parties shall jointly select an arbitrator. In the event the parties are unable to select an arbitrator, they shall alternately strike names from the list with the last name being the arbitrator selected. The party striking the first name shall be determined by lot.

Sec. 3410 **Arbitration Costs:** The costs of the arbitrator shall be paid by the losing party. In the event the arbitrator modifies the discipline imposed, the costs shall be shared equally by the parties. Costs of the court reporter, if any, shall be paid by the party who requested the presence of the reporter; however, nothing shall preclude the parties from agreeing to share equally in the costs of the reporter. If a cancellation fee is imposed on the parties by the arbitrator, it shall be paid by the party whose actions were responsible for the imposition of said fee.

Sec. 3411 **Scope Of Arbitrator's Authority:** The Arbitrator shall have no power to alter, amend, add to or subtract from the provisions of this Article or any other terms of this Agreement. If the Arbitrator finds that none of the charges contained in the Notice of Disciplinary Action are true, then he

shall set aside the action taken by the appointing authority. If the Arbitrator finds that some or all of the charges are true, then he shall make a decision confirming or modifying the action of the appointing authority provided, however, that his authority to modify the appointing authority's action is limited to those disciplinary actions described in Section 3402. The Arbitrator shall have no authority to increase the discipline imposed by the appointing authority.

Notwithstanding the provisions of Section 3405, nothing shall preclude the Arbitrator from ordering the reinstatement of an employee with or without back pay. The decision of the Arbitrator shall be final and binding, subject to judicial review pursuant to Title 9 of Part 3 of the Code of Civil Procedure of the State of California, upon the employee, the County, and, if applicable, CNA.

- Sec. 3412 **Governing Provisions:** All arbitration proceedings arising under this Article shall be governed by the provisions of Title 9 of Part 3 of the Code of Civil Procedure of the State of California. However, Code of Civil Procedure Section 1283.05, relating to discovery, shall not be a part of this Agreement. Further, subpoenas duces tecum may be issued by the attorney or other representative of a party as well as by the arbitrator. All other provisions relating to subpoenas found in Chapter 3 of Title 9 of the Code of Civil procedure shall apply.
- Sec. 3413 **Arbitrability:** If either the County or CNA shall claim before the Arbitrator that a particular request for arbitration fails to meet time limits, or is in some other manner defective, and, thereby, fails to meet the tests of arbitrability, the Arbitrator shall proceed to decide such issue before hearing the case upon its merits. The Arbitrator shall have the authority to determine whether he will hear the case on its merits at the same hearing in which the jurisdictional question is presented. In any case, where the Arbitrator determines that such appeal fails to meet said test of arbitrability, he shall refer the case back to the parties without a decision or recommendation on its merits.
- Sec. 3414 **Report Of Hearing:** The Arbitrator shall render his report to the parties in writing, including reasons for any decision, within thirty (30) calendar days of the completion of the hearing. Failure to comply with this provision shall result in the automatic waiver of all arbitration, per diem, preparation, and related fees.
- Sec. 3415 **Vacation Of Order:** A decision of the Arbitrator may be modified or vacated, in whole or in part, and a new or further hearing granted on all or part of the issues on the application of a party to the arbitration for any of

the following causes, materially affecting the substantial rights of the parties:

- A. Irregularity in the arbitration proceedings, or any order of the Arbitrator or abuse of discretion by which either party was prevented from having a fair hearing.
- B. Accident or surprise, which ordinary prudence could not have guarded against;
- C. Newly discovered evidence which could not, with reasonable diligence, have been discovered and produced at the hearing and which is material to the question that was before the Arbitrator;
- D. Error in law, occurring at the arbitration and excepted to at the arbitration by the party making the application or motion.

Sec. 3416 **Application For Vacation Of Order:** The application or motion to the Arbitrator shall be made either before the signing of the order of the Arbitrator or within fourteen (14) calendar days of the Arbitrator mailing notice of his order and shall designate the grounds upon which vacation is requested.

Should the Arbitrator grant a hearing on the application or motion, the Arbitrator shall, after review of the application or motion, specify the ground or grounds on which it is granted and his reason or reasons for granting the application or motion. At the hearing, the evidence introduced shall be limited to the ground or grounds upon which the hearing was granted. At the conclusion of the hearing, the Arbitrator shall either confirm his prior findings and decision or issue a new finding and decision.

The filing of an application under this Section shall not be necessary to exhaust administrative remedies and the application or motion shall not operate to stay the effectiveness of the Arbitrator's order except by discretion of the Arbitrator upon a showing by affidavit of emergency or hardship should the order not be stayed.

ARTICLE 35 **FULL UNDERSTANDING, MODIFICATION WAIVER**

- A. 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.

- B. It is the intent of the parties that this Agreement be administered in its entirety in good faith during its full term. It is recognized that during such term, it may be necessary for Management to make changes in rules or procedures affecting the employees in the Unit. Where Management finds it necessary to make such change, it shall notify CNA indicating the proposed change prior to its implementation.

Where such change would significantly affect the working conditions in the unit, where the subject matter of the change is subject to negotiations pursuant to the Meyers-Milias-Brown Act, and where CNA requests to negotiate with Management, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the employees in the unit.

Nothing herein shall limit the authority of Management to make necessary changes required during emergencies. However, Management shall notify CNA of such changes as soon as practicable. Emergency is defined as an unforeseen circumstance affecting life or property requiring immediate implementation of the change.

Where Management makes any changes in working conditions because of the requirements of federal or state law, the County shall not be required to renegotiate the matter or manner of compliance with such law where the manner of compliance is specified by such law.

- C. Except as specifically provided herein, it is agreed and understood that each party voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of negotiations during the term of this Agreement.
- D. 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, if required, approved and implemented by County's Board of Supervisors.
- E. 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.
- F. Management may exercise its right to use a time and attendance system, which will integrate with the VCHRP payroll system. This system will not include an employee locator system.

ARTICLE 36
AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Agreement:

- A. Management's principal authorized agent shall be the Director - Human Resources or his duly authorized representative.

- B. CNA's principal authorized agent shall be the Chief Nurse Representative or his/her duly authorized representative.

ARTICLE 37
PROVISIONS OF LAW

It is understood and agreed that this Agreement is subject to all current and future applicable federal, state, and County laws and regulations. If any part or provision of this Agreement is in conflict or inconsistent with such applicable provisions of federal, state or County laws, rules and regulations or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of this Agreement shall not be affected thereby.

ARTICLE 38
**COOPERATION WITH COMPLIANCE EFFORTS OF THE
VENTURA COUNTY MEDICAL CENTER (VCMC)**

CNA agrees to cooperate with VCMC as necessary so that VCMC may meet all requirements imposed by law or ordinance or established by the rules and regulations of any federal, state or local agency, department, commissions, association or other governing or advisory body having authority to set standards governing the operation of VCMC. CNA further agrees to fully cooperate with any compliance-related activities of VCMC, whether voluntarily initiated by VCMC or required by any federal, state, or local agency, including without limitation, attending training sessions and providing certifications as requested by VCMC.

The definition of VCMC as defined by the Office of Inspector General Integrity Agreement includes but is not limited to, employees of the Ventura County Medical Center, employees of the Behavioral Health Department, and employees of Health Care Agency Administration.

ARTICLE 39
WORKPLACE SAFETY

It is the goal of the County of Ventura to promote a safe environment for all people in the workplace. It is also the County's intent to properly manage any incidents that occur so as to minimize injury and other forms of loss. In order for the County to achieve its goals, it adheres to all federal, state and local regulations in addition to having developed a workplace safety program outlining the policies and procedures regarding employee health and safety. Each and every individual must become familiar with the program, follow and enforce the procedures, and become an active participant in this workplace safety program.

While management (the workplace safety officer and Risk Management) will be responsible for developing and organizing this program, its success will depend on the involvement of each employee. Therefore, it's the responsibility of all employees to report all threatening behavior or unsafe conditions to management immediately.

The Professional Practice Committee may recommend in writing to the nurse manager representative on the Hospital Safety Committee that a particular health and safety issue affecting nurses be presented for consideration by the safety committee/officer. The Professional Practice Committee shall be notified regarding the outcome.

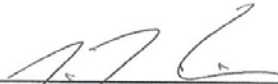
ARTICLE 40
HEALTH AND SAFETY

The County of Ventura shall provide information and training to all CNA represented members on communicable illness and/or disease to which he/she may have routine workplace exposure. Information and training shall include the symptoms of diseases, modes of transmission, methods of protection, workplace infection control procedures, special precautions and recommendations for immunizations where applicable, and meet minimum standards as established by the Centers for Disease Control and the World Health Organization. Record of CNA-represented members having attended/participated in annual safety updates shall be kept by HCA.

The CNA-represented member is responsible for communicating with their manager any questions or concerns related to policy and procedure related to communicable disease.

All CNA-represented members shall be provided appropriate equipment and/or attire whenever the work conditions warrant such protection. The CNA-represented member is responsible for strictly adhering to hospital policy and CDC recommendation as applicable to this setting.

FOR THE COUNTY OF VENTURA



J. Tabin Cosio
Chief Negotiator



Cyndie Cole
Chief Nursing Executive



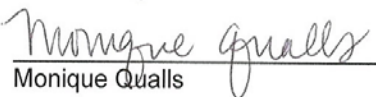
Megan Steffy
Director of Public Health Nursing



Maria Teran




Catherine Rodriguez



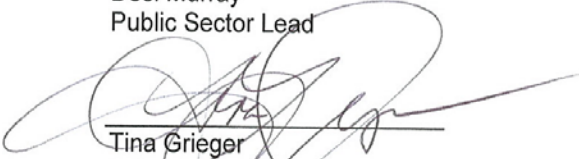
Monique Qualls

FOR THE CALIFORNIA NURSES
ASSOCIATION

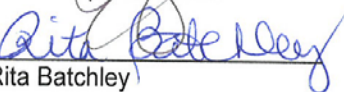
Rose Ann DeMoro
Executive Director



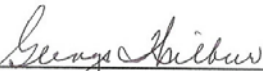
Desi Murray
Public Sector Lead




Tina Grieger
Labor Representative




Rita Batchley



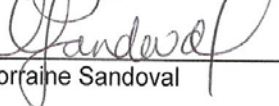
Glenys Wilbur



Greg Thayer



Mary Porsch



Lorraine Sandoval

Dated this _____ day of December, 2010, at Ventura, California.

IN-HOUSE REGISTRY (IHR) GUIDELINES FOR CNA NON-EXEMPT
CLASSIFICATIONS – HEALTH CARE AGENCY

Introduction: This agreement is reached in an effort to develop a program in which regular full-time and regular less than full-time employees represented by the California Nurses Association can voluntarily work extra hours as needed to reduce the utilization of outside agencies.

Registration: Employees interested in working IHR shifts will offer a letter of intent to their direct manager.

Eligibility: Registry sign-up is contingent on the employee reporting for duty and completing his/her regular hours schedule for a two week period (not including hours placed “on call”). If the employee is called off during the two (2) week schedule, the hours called off will be considered hours worked for purposes of IHR eligibility, not direct compensation. Paid time off (for example, annual leave, vacation, or sick leave) does not count as time worked for completing the hours schedule requirement. Holidays are time worked for purposes of IHR eligibility.

Only non-exempt employees in classifications represented by the California Nurses Association (CNA) are eligible to participate in the registry. Non-exempt employees are those who under the Fair Labor Standards Act are eligible for overtime payment.

The establishment of the IHR Program is not intended as a guarantee of work.

Competencies: Nursing Personnel will be certified for work in specific areas of the Medical Center, Ambulatory Care, Public Health and the Crisis Team. The Clinical Manager or designee will be responsible for orientation and competency certification of the nurse prior to the nurse taking an IHR assignment. Orientation and competency certification will be on paid time.

Availability and Assignment: IHR participants will notify their direct clinical manager (or their designees) each month of their availability for the following month (shifts, dates and areas of work).

IHR employees will accept both the unit and patient care assignments, based on their competencies, preferences and availability. An IHR employee who accepts an assignment in a work area other than that which the employee is usually assigned will not serve as the Resource/Charge Nurse for that work unit.

IHR Employees will get written approval from their manager to work an IHR shift in another unit prior to working the shift.

Call On/Call Off: IHR employees will receive a minimum of two hours notice if called off from IHR work. Employees will be given a minimum of two hours of pay at the IHR rate if the employee reports for work and the need for registry work no longer exists. The two hours of pay, in that instance, only applies if the employee actually works the two hours. The employee may also volunteer to go home, in which case the employee would be paid at the IHR registry rate for actual hours worked.

Employees also have up to forty eight hours before reporting for registry work to cancel. If an employee cancels a shift less than forty eight (48) hours before a scheduled registry shift, those hours will be charged to sick/annual leave bank, the only exception being if the nurse brings a doctor's notice excusing the absence. If an employee is called for registry work without the two hours advance notice, the employee may decline registry work without it being counted as a refusal.

The above IHR call on/call off procedure is for IHR only and does not conflict with any other call on/call off procedure, e.g., "Low Census" call off as contained in the current Memorandum of Agreement between CNA and Ventura County.

Removal from Registry: An employee may be removed from the IHR if s/he does not report or refuses an otherwise valid request to report for registry duty three (3) times during the six months commitment to the IHR.

In addition, an IHR enrollee may be removed from the program if there are performance or job-related disciplinary issues which a nurse is functioning in the IHR Program or in the course of his/her employment with the County. Such issues will be evaluated and reviewed with the employee prior to removal from the IHR.

Timekeeping: IHR employees will sign in and out on the IHR Log. At the end of the pay period, the employee's regular supervisor/manager may verify the hours worked with the appropriate IHR Coordinator or designated staffing coordinator.

IHR Hours: IHR work will be considered "extra" shifts and not an extension of the regular work day. IHR will be used after overtime is offered to all employees eligible to work the overtime. IHR employees will record hours worked which represent overtime (beyond 40 hours/pay period) separately from those which represent non-overtime hours (e.g., those which do not cause the employee to have worked more than 40 hours/pay period).

IHR Rates of Pay: The IHR rate of pay is as follows:

1. IHR hours which are "non-overtime" hours (i.e., the total of the employee's regular hours worked and any IHR hours does not equal above 40 hours in any one week), the rate is equal to 1.75 times the employee's straight time base hourly rate plus any applicable evening and night shift differentials exclusive of any other premiums. For example, a nurse making \$20/hour who works a 24

hours weekly schedule and then works an additional 4 hours of IHR is paid \$35/hour for the IHR assignment.

2. For IHR hours which result in overtime (i.e., IHR hours which when added to hours worked equals more than 40 hours in a week, the rate is 2.0 times the employee's straight time base hourly rate plus any applicable evening and night shift differentials exclusive of any other premiums. For example, a nurse making \$20/hour who works a 40 hours weekly schedule and then works an additional 4 hours of IHR is paid \$40/hour for IHR "overtime" hours.

The IHR rate is intended for registry work only and is not considered as the rate of pay for usual overtime hours.

Overpayments: Should an overpayment occur under the IHR, the employee shall be informed of the circumstances of the overpayment. A nurse representative may review the documentation explaining the overpayment with the employee and his/her supervisor/manager. CNA agrees that it will support the County's efforts to collect any IHR overpayment.

IHR Committee Review: The IHR Committee will meet as needed to resolve issues of mutual concern. The Committee shall be composed of ten members (five members from County Management and five members from the Association).

Additional Provisions: All provisions of the August 3, 1999 Board letter which recommends adoption of the IHR are incorporated in this Exhibit.

FLOAT POLICY

Floating of registered nurses shall be subject to patient care considerations and staffing needs, and shall consider current skill level needs, qualifications and patient acuity and shall be in compliance with applicable regulations including Title 16 and Title 22.

Nurses shall float in the following order:

- (1) Volunteers
- (2) IHR
- (3) Per Diem
- (4) Regular Part-Time
- (5) Regular Full-Time

County will attempt to negotiate registry/traveler contracts that comply with this language within six (6) months of the closing of this contract. Upon reaching agreement with registry contractors that allow floating of registry nurses, they shall then become number 2 in this section of the Article.

Assignments shall include only those duties and responsibilities for which the registered nurse is qualified.

Registered nurses who float will have completed a float orientation and float competency signed by the nurse and the orienting nurse prior to their first patient care assignment outside their unit. Assignments shall include only those duties and responsibilities for which demonstrated current competencies have been validated.

Orientation of registered nurses to float will occur with an experienced registered nurse of that specific unit. Registered nurses must complete the float orientation and float competency process before they can float.

Registered nurses shall float within their specialty units/clusters. There shall be no mandatory floating between clusters except in emergencies. Clusters are designated as follows:

1. The Emergency Department
2. Surgical Services
 - The Pre-Anesthesia Department
 - The Surgery Department
 - The Day Surgery Unit/Department
 - The Recovery Room

- GI Lab
- 3. Infant and Children Services
 - Pediatrics
 - Neonatal Intensive Care
 - Neonatal Intermediate Care
 - Transitional Care Unit
- 4. Intensive Care Unit/DOU/Telemetry
- 5. The Medical/Surgery (2W, 3W) & Telemetry Unit
- 6. Maternal/Infant Unit
 - L/D → Transitional Care Unit
 - Post Partum/Couplet Care, Transitional Care Unit
- 7. Ambulatory Care
- 8. Inpatient Psychiatric Unit
 - Assessment and Referral
 - Acute Inpatient Care

Rotation of floating will be at the unit level and maintained by the nurse manager.

Floating is part of all registered nurse's duties and responsibilities in order to meet patient needs and state mandated staffing ratios. A registered nurse who has completed the float orientation and float competency for that specific unit shall not refuse a floating assignment.

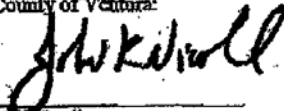
There shall be no double floating. If the nurse volunteers to return to her/his home unit, it shall not be deemed as double floating.

EXHIBIT C – Agency Shop

Indemnification

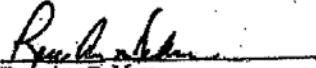
CNA shall indemnify and hold the County of Ventura harmless against any cost or liability resulting from any and all claims, demands, suits, or any other action arising from the County's implementation of agency stop in accordance with the procedures set forth in the letter from Chief Deputy Executive Officer John K. Nicoll to all personnel employed in classifications represented by the California Nurses Association (CNA) dated January 31, 2007, a copy of which is attached hereto. The indemnification includes the cost of defending against any such actions or claims. CNA shall have no monetary claim against the County by reason of its failure to perform under this procedure.

For County of Ventura:



John K. Nicoll
Chief Deputy Executive Officer

For California Nurses Association (CNA):



Rose Ann DeMoro
Executive Director

**COUNTY OF VENTURA
INDUSTRIAL RELATIONS – RISK MANAGEMENT
MEMORANDUM**

Date: January 31, 2007
TO: All Personnel Employed in Classifications represented by
The California Nurses Association (CNA)
FROM: John K. Nicoll, Chief Deputy Executive Officer
SUBJECT: CNA Agency Shop

The California State Mediation and Conciliation Service recently conducted an "Agency Shop" election applicable to all regular and permanent employees in classifications currently represented by the CNA. The election was ordered and conducted pursuant to Section 3502.5(b) of the California State Government Code. The question placed before all eligible voters was:

"Do you wish to be covered by an Agency Shop arrangement, which requires all employees to either join the employees organization or pay an agency fee for representation?"

At 1:00 p.m. on December 13, 2006, the vote in this election was tallied by State Mediator Dolores Lobina. Her count was observed by two (2) members of County Labor Relations, two (2) representatives of the Health Care Agency, two (2) representatives of CNA, and eight (8) members of the local chapter of CNA. A total of 178 voted in favor of agency shop and a total of 50 voted in opposition. Therefore, as per Section 3502.5 of the California State Government Code, any individual employed by the County of Ventura in a classification represented by CNA must, as a condition of initial and/or continued employment either:

- A. Join CNA as a member and pay full membership dues to that organization; or,
- B. Not join CNA as a member but nonetheless pay CNA a proscribed "service fee" for the representation and bargaining services it provides.

The only partial exception to this condition of employment is set forth in Section 3502.5(c) of the Government Code wherein it states, in pertinent part, that:

"Any employee who is a member of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support any public employee organization as a condition of employment..."

CNA AGENCY SHOP

2 of 3

The balance of Section 3502.5(c) sets forth a process whereby an employee claiming to be a member of such a bona fide religion, body or sect may, in lieu of paying membership dues and/or service fees, be required to pay an equivalent amount to selected non-religious, non-labor charitable funds.

Should you have any questions regarding any issues arising from this agency shop arrangement, you may direct your questions to CNA by phone @ (510) 272-2200, by email @ membership@calnurses.org, or by mail @ CNA Membership Department, 2000 Franklin Street, Oakland, CA 94612-2908.

In the very near future you will receive a communication from CNA informing you of the benefits of joining that organization as a member. **READ THE INFORMATION PROVIDED BY CNA VERY CAREFULLY.** Any questions regarding membership should be directed to CNA and not to representatives of the County.

Section 3508.5(b) of the Government Code provides, in pertinent part, that:

"A public employer shall deduct the payment of dues or service fees to a recognized employee organization as required by an agency shop arrangement between the recognized employee organization and the public employer."

County Management has been notified by CNA that the "service fee" is presently "...calculated as a percentage of the dues rate. The current percentage (effective from 7/1/06-6/30/07) is 92.37%." Of course, this means the actual fee to be paid will vary from employee to employee, dependent upon the amount the employee would have to pay were s/he to pay full dues. Again, any questions regarding the fees to be paid should be directed to CNA and not to representatives of the County.

In light of the foregoing, effective with the next paycheck, (pp 07-04; paid on 2/15/07) the following will occur:

- A. Any individual employed in the specified classifications as a permanent, regular employee who has a signed, payroll deduction card currently on file with the Auditor-Controller evidencing a desire to be a full, dues-paying "member" of CNA will continue to have Union Dues deducted from his/her paycheck. County shall then forward that deducted amount to CNA.
- B. Any permanent, regular employee who does not have such a signed, payroll deduction card on file with the Auditor-Controller will have the CNA determined "service fee" deducted from his/her paycheck. The County shall then forward that deducted amount to CNA.

- C. Should an employee wish to change from a "dues-payer" to a "fee-payer" or vice versa, then the employee shall submit a payroll deduction card evidencing that desire to the Auditor Controller.
- D. Any individual hired into one of the subject classifications as a permanent, regular employee after initial implementation of the agency shop arrangement shall have the service fee referenced in "B" immediately above deducted from his/her initial paycheck and each paycheck that follows. Should the County subsequently receive a signed payroll deduction from the employee either evidencing his/her desire to become a full "dues-paying" member of CNA, or, after becoming a "dues-payer" evidencing his/her desire to become a "fee payer," the County shall act to immediately implement the desire of the employee.

Any employee who feels he/she meets the criteria set forth in Section 3502.5(c) of the Government Code and who further desires to claim the exemption based on that criteria shall immediately notify CNA (NOT the County) of such desire. In accord with Section 3508.5(b) of the California State Government Code, the County shall continue to deduct the "service fee" from the each paycheck of the employee and forward the deducted amount to CNA. It is the responsibility of CNA to determine whether an employee has a bona fide religious objection and to forward the withheld funds to the employee's designated charitable fund. Any dispute, and/or any resolution of any such dispute, over the claim for exemption shall be between the employee and CNA and shall not involve the County of Ventura.

SETTLEMENT AGREEMENT

On or about March 2, 2009, a dispute arose regarding the interpretation of Section 3211 Access between the Ventura County Health Care Agency ("HCA") and the California Nurses Association ("CNA") pertaining to access to the Ventura County Medical Center ("VCMC") and Santa Paula Hospital ("SPH"). CNA submitted a grievance to the HCA on March 15, 2009, with respect to said dispute.

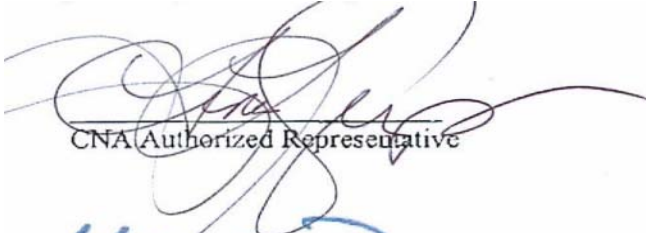
The HCA and CNA desire to resolve the dispute underlying said grievance at this time without further proceedings. Accordingly, in consideration of the aforesaid premises and the following mutual promises, the HCA and CNA agree as follows:

- This Agreement is intended to supplement only the provisions of Section 3211 of the Memorandum of Agreement ("MOA") between the County of Ventura and CNA and does not supercede or nullify any of those provisions. Moreover, this Agreement is not intended to alter, modify, limit or expand any other provisions of the MOA, including but not limited to provisions pertaining to union stewards.
- The HCA agrees CNA paid Labor Representatives' shall have access to work areas for CNA represented employees to observe working conditions with proper notice and by escort within those work areas that abides by Federal, State and HCA regulations protecting patient rights.
- The HCA agrees CNA paid Labor Representatives' shall have the right to access non-working areas in VCMC and SPH , such as cafeterias, meeting rooms and employees break rooms to conduct representation activities with CNA represented employees HCA agrees that CNA paid Labor Representatives are not required to

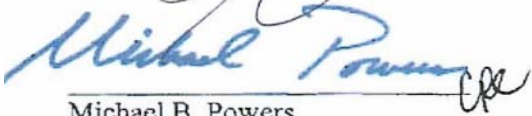
be escorted or accompanied to access these non-work areas. Hallways and corridors shall be considered non-work areas where escort or accompaniment are not required. A list of break rooms in both VCMC and SPH is attached as Exhibit 1.

- The parties agree that certain break rooms are not conducive to representation activities. At VCMC, these are the break rooms located in the ICU/DOU areas and in the OB/Labor & Delivery area. As an alternative, within the ICU/DOU area, CNA may have access to the area known as the "quiet room" for representation activities. For the OB/Labor & Delivery area, CNA may have access to the "waiting room" for representation activities. AT SPH, the breaks rooms that are not conducive to representation activities are located in the ER and ICU areas. CNA may have access to the "Library" to conduct representation activities for those units.
- The parties also acknowledge and agree that the break room located in the Pediatrics unit also serves as a family conference room. CNA shall have access to, and use of, the Pediatrics break room except during such times as it is in use for a family conference. The parties also acknowledge that the Pediatrics break room may, in the future, be converted back to patient use. In this event, the parties will make reasonable good-faith efforts to find a suitable alternate location for CNA to conduct representation activities with its represented employees from the Pediatrics unit.
- CNA agrees to provide the required notice of intent to access both work and non-work areas, as outlined in Section 3211.
- CNA agrees to withdraw, with prejudice, the grievance and pending arbitration with respect to said dispute.
- Each party shall bear its own costs and attorney's fees.

- The arbitrator's fee shall be split evenly between the parties.



CNA Authorized Representative



Michael B. Powers
Director, Health Care Agency

Date: 4-16-10

Settlement Agreement - Exhibit 1

List of Hospital Break Rooms

VCMC:

ER
2 West
Surgery
Pediatrics
3 North
3 West
ICU/DOU
NICU
4 North
OB/Labor & Delivery

SPH:

Library
ER
ICU
OB
OR
Cafeteria

SIDE LETTER AGREEMENT REGARDING SANTA PAULA

The parties agree that the MOA currently in effect will apply to the Santa Paula campus of the Ventura County Medical Center. In the event that circumstances or situations arise in the operations of the additional facility that are inconsistent with the current MOA or current practices we will meet and consult with California Nurses Association (CNA) regarding the circumstances or situations.

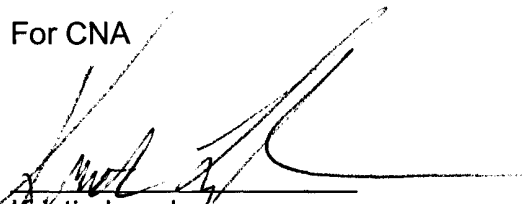
Employees will not be reassigned nor required to float between VCMC and the Santa Paula campus. At the discretion of the nursing administration and due to the operational need, in a recognized/established emergency, employees may be asked to float to another unit/department if they have previously been assigned to that campus location.

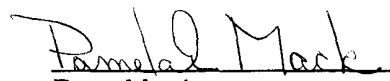
Dated this 8th day of December, 2005

For the County


John K. Nicoll
Chief Deputy Executive Officer

For CNA


Kristin Lynch
Chief Negotiator

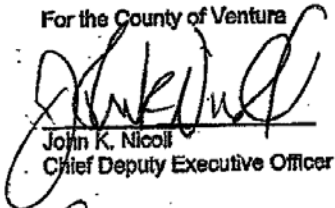

Pam Mack
Labor Representative

SIDELETTER REGARDING CERTIFICATION PAY

The County agrees that each department/position shall have a minimum of five (5) certifications for which employees are eligible to acquire for purposes of receiving certification pay in accordance with Article 8, Section 805. The parties agree to meet within 90 days of this agreement to determine whether all departments/positions have said five (5) certifications and meet and consult, if necessary, to add certifications for any department/position that has less than five (5) certifications.

Dated this 18th day of February, 2008.

For the County of Ventura

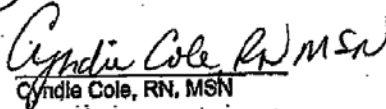


John K. Nicol
Chief Deputy Executive Officer

For CNA



Kristin Lynch
Chief Negotiator



Cyndia Cole, RN, MSN
Cyndia Cole, RN, MSN

SIDE LETTER OF AGREEMENT
BETWEEN THE COUNTY OF VENTURA AND THE
CALIFORNIA NURSES ASSOCIATION

The Health Care Agency is committed to providing a safe working environment that includes a commitment to protect all from workplace injuries associated with the handling of patients. Toward that end, within the first year of the successor agreement, VCMC will pursue the development of a lift team to assist health care workers in the movement of patients. Up to four (4) CNA members may participate in the planning and development of this new process and whose input and information will be considered prior to the implementation of the lift team.

For the California Nurses Association

Desi Murray

Desi Murray
Public Sector Lead Representative

Date 1/3/11

For the County of Ventura

J. J. L.

Tabin Cosio
Chief Negotiator

Date 1/3/11

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