

MEMORANDUM OF AGREEMENT

Between the

County of Ventura



and the

**California Nurses Association
Per Diem Unit**

2021-2024

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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 Ventura County Board of Supervisors up to and including midnight February 22, 2024.

Sec.102 **Successor Agreement:** In the event CNA desires to negotiate a successor Agreement, CNA shall, no more than five (5) months and no less than four (4) 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 2018 – 2021 agreement between the County and CNA.

ARTICLE 3
RECOGNITION

This Agreement shall apply only to persons employed as Intermittent Employees as defined by the County of Ventura Personnel Rules and Regulations (hereinafter referred to as "VCPRR") Article 2, Section 234 and occupying one of the following classifications and any future CNA represented Per Diem classification added subsequent to the commencement of this agreement. "Per Diem Employee" shall mean an Intermittent Employee scheduled to work on an as-needed basis (intermittent) to supplement staffing needs.

Classification	Code
Per Diem Licensed Vocational Nurse	00171
Per Diem Non-Registered Nurse	00534
Per Diem Psychiatric Technician	00540
Per Diem Senior Psychiatric Technician	00541
Per Diem Public Health Nurse I	00538
Per Diem Public Health Nurse II	00539
Per Diem Public Health Nurse III	00542
Per Diem Registered Nurse I	00535
Per Diem Registered Nurse II	00536
Per Diem Registered Nurse III	00537

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 rate exclusive of any and all bonuses, differentials, or other enhancements.

ARTICLE 4
RETIREMENT

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.

ARTICLE 5
SALARY PLAN

Sec. 501 **Pay/Salary Increases:**

1. General Salary Increases
 - A. Effective March 7, 2021, the base hourly rate range of each classification covered by this Agreement, and the base hourly rate of pay of each represented employee therein, shall be increased by two and one half percent (2.5%).
 - B. Effective March 6, 2022, the base hourly rate range of each classification covered by this Agreement, and the base hourly rate of pay of each represented employee therein, shall be increased by two and one half percent (2.5%).
 - C. Effective March 5, 2023, the base hourly rate range of each classification covered by this Agreement, and the base hourly rate of pay of each represented employee therein, shall be increased by two and one half percent (2.5%).

2. Market Based Adjustments
 - A. Effective March 21, 2021, the base hourly rate range of each classification listed in subsection “B,” below, and the base hourly rate of pay of each individual employed in any such classification will be increased by six and one half percent (6.5%).

 Effective March 20, 2022, the base hourly rate range of each classification listed in subsection “B,” below, and the base hourly rate of pay of each individual employed in any such classification will be increased by two percent (2.0%).
 - B. Classifications Eligible for MBAs:

Per Diem Registered Nurse I	00535
Per Diem Registered Nurse II	00536
Per Diem Registered Nurse III	00537

C. Effective March 21, 2021, the base hourly rate range of each classification listed in subsection “D,” below, and the base hourly rate of pay of each individual employed in any such classification will be increased by one half percent (0.50%).

Effective March 20, 2022, the base hourly rate range of each classification listed in subsection “D,” below, and the base hourly rate of pay of each individual employed in any such classification will be increased by three quarters of a percent (0.75%).

Effective March 19, 2023, the base hourly rate range of each classification listed in subsection “D,” below, and the base hourly rate of pay of each individual employed in any such classification will be increased by three quarters of a percent (0.75%).

D. Classifications Eligible for MBAs:

Per Diem Licensed Vocational Nurse	00171
Per Diem Non-Registered Nurse	00534
Per Diem Psychiatric Technician	00540
Per Diem Senior Psychiatric Technician	00541
Per Diem Public Health Nurse I	00538
Per Diem Public Health Nurse II	00539
Per Diem Public Health Nurse III	00542

E. See Exhibit B for the hourly base salary ranges for the classifications covered by this agreement, as identified within Article 3, for the duration of this agreement.

Sec. 502 **Compensation Schedule:** Except as otherwise provided herein, Per Diem Employees shall receive the compensation of the range assigned to the classification in which s/he is employed and in accordance with the pertinent conditions of employment enumerated in this Agreement.

Sec. 503 **Regular Pay Day:** Per Diem Employees shall be paid on or about the Friday following the end of the biweekly payroll period.

Sec. 504 **Pay On Termination:** Upon termination prior to the expiration of the biweekly pay period, the compensation, including any incentive, bonus, or premium earned by that Per Diem 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 Range Changes:** Whenever a higher pay range is assigned to a classification, a Per Diem Employee holding such classification shall have his pay increased by the percentage increase in the classification's pay range, provided that no pay shall be lower than the minimum of the new pay range established for the classification.

Sec. 506 **Merit Increases Within The Pay Range:**

A. 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 up to 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 up to the top of the pay/salary range. Qualifying service for merit increase consideration shall be by compensable hours, which include all paid hours not to exceed eighty (80) compensated hours per pay period.

B. Hours-Based Pay Increases:

- 1) A Per Diem Registered Nurse I or Per Diem Public Health Nurse I who completes 1,040 hours of total verifiable nursing experience and who receives a satisfactory evaluation shall be promoted to Per Diem Registered Nurse II or Per Diem Public Health Nurse II and his or her base rate of pay shall be increased to the minimum rate of the salary range of the classification to which he or she is being promoted.
- 2) A Per Diem Registered Nurse II or Per Diem Public Health Nurse II who completes 2,080 hours of total verifiable nursing experience and receives a satisfactory performance evaluation will be eligible for a merit increase.
- 3) For a Per Diem Registered Nurse II or Per Diem Public Health Nurse II, succeeding merit increases will occur within the pay/salary range upon completion of each additional 2,080 hours of compensable service in that class. All approved merit increases will be effective on the first Sunday of the pay period after obtaining the required written approval.

- 4) All other classifications under this agreement shall be eligible for an initial merit increase within the pay/salary range upon completion of 1,040 hours of compensable service in that class and, thereafter, each additional 2,080 hours of compensable service in that class. All approved merit increases will be effective on the first Sunday of the pay period after obtaining the required written approval.

Sec. 507 **DENIAL OF MERIT INCREASE:** If, in the appointing authority's judgment, the employee's performance does not warrant a merit hourly rate of pay/salary increase upon meeting the time requirements, 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/her next merit increase, the employee may request a review of his/her merit increase by the appointing authority or the appointing authority, by his/her own initiative, may review the matter. If the appointing authority concurs with the requested review or if the appointing authority independently initiates his/her own review, then the appointing authority shall reopen the matter by submitting another performance rating and recommendation. If an employee's merit increase is granted prior to completing at least 2,080 hours of compensable service after it was denied, that employee's next merit increase shall not be due until the employee has completed at least an additional 2,080 hours of compensable service from the first day of the pay period on which the increase was actually granted.

Sec. 508 **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 Per Diem Employees.

ARTICLE 6
PREMIUM PAY

Sec. 601 **Bilingual Premium Pay:** Per Diem assignments which require the use of bilingual skills shall be eligible for bilingual premium pay at the I, II, or III level. The eligible assignments 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 bilingual proficiency shall be determined by an examination administered by the Director-Human Resources or designee. Per Diem Employees shall be eligible for bilingual premium pay at the level determined necessary for their assignment 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

Per Diem assignments 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 a Per Diem Employee be placed on formal standby duty, such Per Diem 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 Per Diem Employee shall be paid for call back time and standby simultaneously.

Sec. 603 **Evening and Night Shift Differential Premium Pay:**

Shifts under this MOA shall be defined as follows:

- Day Shift: The work hours between 7:00 a.m. and 3:00 p.m.
- Evening Shift: The work hours between 3:00 p.m. and 11:00 p.m.

Night Shift: The work hours between 11:00 p.m. and 7:00 a.m.

The payment of a shift differential shall be subject to the following conditions:

- A. An Evening Shift differential premium payment of seven and one-half percent (7.5%) of an employee's base pay/wage shall be paid for each hour worked between 3:00 p.m. and 11:00 p.m.
- B. Employees who work fifty percent (50%) or more of their shift during the Evening Shift shall receive the Evening Shift differential premium payment for their entire shift.
- C. A Night Shift differential premium payment of fifteen percent (15%) of an employee's base pay/wage shall be paid for each hour worked between 11:00 p.m. and 7:00 a.m.
- D. Employees who work fifty percent (50%) or more of their shift during the Night Shift shall receive the Night Shift differential premium payment for their entire shift.
- E. Scheduled 8-hours shifts, 9/80 schedules, or similar shifts occurring Monday through Friday and beginning and completed between 6:00 a.m. and 7:00 p.m. shall not be eligible for any shift differential to ensure that employees working a typical County business week schedule are not eligible to receive a shift differential premium payment.

ARTICLE 7
HEALTH INSURANCE

Sec. 701 **Health Care Plan:** Per Diem employees may purchase the Ventura County Health Care Plan (VCHCP) at their own expense.

Sec. 702 **Affordable Care Act:** During the term of this Agreement, either party shall have the option to compel the other to meet with it to discuss the impact of the Affordable Care Act on the provisions of Article 7; provided, however, that no change to the provisions of Article 7 shall occur without mutual agreement of the parties.

ARTICLE 8
OTHER COMPENSABLE BENEFITS

- Sec. 801 **Mileage Reimbursement:** Per Diem 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 a Per Diem 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 Per Diem Employee 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 **Charge Nurse Premium Pay:** Effective the first pay period following Board of Supervisors approval, as designated and approved by VCMC/SPH Nursing Administration, a premium will be paid for each full shift worked as a charge nurse at a rate of one dollar (\$1.00) per hour for all VCMC/SPH Nursing Units.
- Sec.805 **Float Nurse:** Floating of nurses shall be subject to patient care considerations and staffing needs, qualifications and patient acuity and shall be in compliance with applicable regulations including Title 22.
- Sec. 806 **Personal Property Reimbursement Policy:** Per Diem Employees shall be eligible for personal property reimbursement as provided for under the County of Ventura Administrative Manual, Chapter IX, Policy 8 – Personal Property Reimbursement Policy.
- Sec. 807 **Educational Incentive:**
- A. Effective August 16, 2015, a Per Diem Nurse shall receive the incentive pay in addition to his/her adjusted base rate of 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:

Bachelor's Degree	\$1.25/hr
Graduate's Degree	\$1.75/hr

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

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, not to exceed eighty (80) compensated hours per pay period.

This provision shall only apply to the Per Diem Registered Nurse I, II, & III and Per Diem Public Health Nurse I, II, & III classifications.

Sec. 808 Certification Pay:

- A. A Per Diem employee covered 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 \$0.813 per hour compensated for each certification to a maximum of five (5) certifications. Payments may be granted pursuant to this subsection only after submission of appropriate documentation to, and approval by, the Director-Human Resources. 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.

Employees eligible to receive this premium pay shall receive the appropriate rate per hour compensated per biweekly pay period, not to exceed eighty (80) compensated hours per pay period.

This section shall only apply to the classifications of Per Diem Registered Nurse II and Per Diem Public Health Nurse II.

Sec. 809 Difficult to Recruit (“DTR”) Assignment Premium: Effective November 19, 2019, if the Director-Human Resources determines that a serious recruiting and/or retention problem exists for a classification(s) and/or that increases in wages to subordinate "difficult to recruit" classifications have created serious compaction problems, then, subject to approval by the County Executive Officer, the Director-Human Resources may authorize an increase up to and including five percent (5%) of base rate of pay if it would

assist the County in recruiting or retaining in that classification(s). Employees eligible to receive this premium pay shall receive the appropriate rate per hour compensated per biweekly pay period, not to exceed eighty (80) compensated hours per pay period. This provision shall only apply to the Per Diem Registered Nurse I, II, & III and Per Diem Public Health Nurse I, II, & III classifications.

The County will meet and consult on any changes in application of this Section prior to implementation. The County will conduct an internal annual review of the use of DTR premium payments and discuss the results with CNA.

Sec. 810 **Float Nurse Premium Pay:** As designated by the Director of Nursing or designee, a nurse who floats from his/her home unit in accordance with Article 34 of this agreement will be paid a premium of two dollars and fifty cents (\$2.50) per hour for any hours worked in a unit other than his or her home unit.

ARTICLE 9
OVERTIME

Sec. 901 **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. 902 **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 Per Diem 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 Per Diem Employee who is FLSA exempt shall not be paid overtime of any type unless specifically provided herein.

Sec. 903 **Definitions:** For purposes of this Article only:

- A. "Designated Work Period" shall normally consist of seven (7) consecutive days (168 hours). Management reserves the right to designate the Work Period of each Per Diem Employee.
- B. "Overtime" is defined as time worked by an employee in excess of forty (40) hours in a 168-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 a Per Diem Employee upon which overtime is based. As per the FLSA, this amount would typically include shift differentials, retroactive pay adjustments, stand by and other incentives as incorporated in this Agreement.
- D. "Hours Worked" shall include paid court appearances, as defined in Section 1402.

Sec. 904 **7(j) Exemption:** Per Diem Employees 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 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 10
HOLIDAYS

Sec.1001 **Holiday Policy:** Effective the first pay period following Board of Supervisors approval of this agreement, Per Diem employees shall be eligible for premium pay at the rate of time and one-half for all hours worked on the holidays listed in Section 1002.

Sec.1002 **Holidays Paid at a Premium Rate for Hours Worked:**

1. New Year's Day, January 1
(December 31, 7:00 pm to January 1, 7:00 pm)
2. Martin Luther King Jr. Day (the previous Sunday, 7:00 pm to third Monday in January, 7:00 pm)
3. President's Day (the previous Sunday, 7:00 pm to third Monday in February, 7:00 pm)
4. Memorial Day (the previous Sunday, 7:00 pm to last Monday in May, 7:00 pm)
5. Independence Day, July 4 (July 4, 7:00 am to July 5, 7:00 am)
6. Labor Day (the previous Sunday, 7:00 pm to first Monday in September, 7:00 pm)
7. Veterans Day (November 10, 7:00 pm to November 11, 7:00 pm)
8. Thanksgiving Day, the fourth Thursday in November (Thursday 7:00 am to Friday 7:00 am)
9. Day After Thanksgiving (Friday 7:00 am to Saturday, 7:00 am)
10. Christmas Day, December 25 (December 24, 7:00 pm to December 26, 7:00 am)
11. 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.

ARTICLE 11
LEAVES OF ABSENCE

The County will abide by the requirements of FMLA and any other applicable state or federal requirements.

ARTICLE 12
PROBATIONARY PERIOD

Every Per Diem employee shall be required to serve and pass a probationary period of 1040 hours. Upon successful completion of 1040 hours, he/she shall be eligible for compensation at an hourly rate above the first step and shall be dismissed only for cause, as specified in the Ventura County Ordinance, Code Section 1234-1.4.13.1, during the period prior to the 1664 hours per year limitation or authorized extension. Such a Per Diem employee shall have the right to a hearing to contest his/her dismissal in accordance with the procedure set forth in Section 2326 of the Ventura County Personnel Rules and Regulations. (Exhibit A attached, VCPR & R's Art. 11)

ARTICLE 13
PERSONNEL FILE

- Sec.1301 **Employee Acknowledgement Of Material Placed in Personnel File:** No material relating to performance appraisal, salary action or disciplinary action shall be placed in the file maintained by the County about a Per Diem Employee without the Per Diem Employee first being given an opportunity to read such material. The Per Diem 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 Per Diem Employee refuses to sign the material, it shall be placed in said personnel file with an appropriate notation by the person filing it.
- Sec. 1302 **Full Right Of Inspection Of File about the Per Diem maintained by the County:** A Per Diem Employee or (upon written designation of the employee) his CNA representative shall have the right to inspect the contents of the file maintained about the Per Diem by the County.

ARTICLE 14
ADDITIONAL EMPLOYEE BENEFITS

- Sec. 1401 **Deferred Compensation:** Per Diem Employees may participate in the 457 plan with no County contribution. The effective date shall be the first pay period after 90 days following Board of Supervisors approval of this agreement.
- Sec. 1402 **Serving As Witness:** No deductions shall be made from the salary of a Per Diem Employee for an absence from work when subpoenaed to appear in court as a witness for the County, other than as a litigant.
- Sec. 1403 **Parking Space:** The County shall attempt to provide adequate parking facilities for Per Diem Employees within a reasonable distance of their work locations.
- Sec. 1404 **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. 1405 **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. 1406 **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 (CEUs) annually for designated courses which gain or maintain required certification/licensure or competency.
- Sec. 1407 **Operating Room Leave:** Operating room Per Diem 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.
- Sec. 1408 **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. 1409 **Direct Deposit:** The County shall maintain a direct deposit program for CNA-represented employees.

Sec. 1410 **NOVEL CORONAVIRUS LEAVE PAY:**

Article 18 "SPECIAL AUTHORIZATIONS AND RESTRICTIONS," Section 1804 "Natural Disaster," of the County's Personnel Rules and Regulations states:

"A natural disaster is an emergency caused by the happenings of war, storm, flood, explosion, earthquake, epidemic, riot or insurrection. Upon the recommendation of the County Executive Officer and adoption of a resolution by a majority of the Board of Supervisors, employees whose absence from work arises out of or is due to such natural disaster shall not suffer any loss in pay or other benefits."

In response to the 2019 Novel Coronavirus (COVID-19) pandemic, the County agrees to pay up to 40 hours of wages and benefits to all classifications covered by this MOA who, from approval of this agreement by the Board of Supervisors through the end of the declared 2019 novel coronavirus (COVID-19) emergency, is unable to telework, and is not reassigned to essential functions after the County's best efforts to do so, or has experienced an absence from work due to a bona fide COVID-19-related matter.

To be eligible to receive the pay of up to 40 hours of wages and benefits, employees must attest that their absences arose out of and were due to a bona fide reason related to COVID-19 (see attached Exhibit E Natural Disaster Attestation Form). The request for natural disaster pay must be approved by the appropriate appointing authority.

ARTICLE 15
PER DIEM STATUS TO REGULAR STATUS

If a Per Diem Status Nurse wishes to be appointed to a Regular Status Nurse, the following will apply:

- 1) The Per Diem Nurse must be on an open/eligible list for the position.
- 2) All things being equal, the Per Diem Nurse will be given first consideration for interviews, compared to any other applicant on that same list who is not currently working as a Per Diem Nurse for HCA; and who has like for like skills, abilities/competencies, experience, certifications.
- 3) The Per Diem Nurse who wants to apply and compete (be considered) for a regular, full-time, benefited position (classification) shall either apply for an open position or apply with HCA/HR to be placed on a list (status change) for future open positions.

ARTICLE 16
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 17
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 18
NON-DISCRIMINATION

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

ARTICLE 19
COUNTY RIGHTS

It is the exclusive right of the County to direct its employees, take disciplinary action for 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 20
CNA RIGHTS

Sec. 2001 **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. Officers, executive board members, and CNA Member Representatives will conduct all Association business, except for time specified by Sections 2002 and 2003, on their own time.

Sec. 2002 **Union Business/CNA Member Representatives Time:** Effective the first day following approval of this agreement by the Board of Supervisors, a CNA Member Representatives' Bank will begin the year with thirty (30) 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 Representatives' Bank only during a 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 fifty percent (50%) 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 when scheduled to work, on their own time.

Sec. 2003 **CNA Member Representatives:** The County affirms the right and recognizes the necessity of the Union to designate Per Diem 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 Per Diem Employees in the processing of grievances, at Weingarten meetings, and in hearings pertaining to dismissal pursuant to PRR 2326.
 - 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 CNA Member Representatives and the list shall be kept current by the Union. There shall be no more than two CNA Member Representatives.
 - 2. The Union will designate as a CNA Member Representative only Per Diem Employees who have passed an initial probationary period.
- B. Representational Duties:
 - 1. When requested by a Per Diem Employee, and utilizing CNA Member Representatives' Bank Time, a Member Representative may assist in the preparation and presentation of informal and formal grievances and Weingarten meetings on County time.
 - 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, 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 a Per Diem Employee at his/her work location, the CNA Member Representative shall first

contact the immediate supervisor of that Per Diem Employee to make an appointment, advise him/her of the nature of the business, and obtain permission to meet with the Per Diem Employee. The immediate supervisor will make the Per Diem 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 Per Diem 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 a Per Diem 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 CNA Member 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. 2004 **Negotiation 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 two (2) other Per Diem Employees who will be compensated for hours spent in scheduled negotiations when scheduled to work. Such Per Diem 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. 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.

Sec. 2005 **Employee Orientation:** CNA and the County agree to coordinate times for Association Representatives/Nurse Representatives to

meet with all newly hired employees in classifications represented by the Association for one (1) hour during the New Employee Orientation period. The County will provide the Association Representative with New Employee Orientation schedules, subject to change, on an annual basis, and any updates as they occur, including dates, times and locations of the sessions. Such time will be scheduled within the New Employee Orientation agenda. The County will provide an appropriate area for the Association to meet with the new bargaining unit members. It is further agreed that, should the Association designate a Nurse Representative to meet with new employees, the Nurse Representative's time will be paid and the Nurse Representative will be released from work for the time needed to travel to and from the meeting location and to meet with employees, provided that the Nurse Representative gives his/her supervisor sufficient advance notice. Any individual Nurse Representative may be released under this section for a maximum of two (2) orientation meetings per calendar year. The County will make its best efforts to provide the Association with a list of the expected participants in orientation at least 48 hours prior to the session.

Sec. 2006 **Employee Lists:** The County shall furnish CNA, on a biweekly basis a listing of new Per Diem employees hired and Per Diem employees terminated within CNA's bargaining unit.

Sec. 2007 **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. 2008 **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. 2009 **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. 2010 **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 steward, officer, or staff member of CNA. Any material not meeting the above criteria shall be promptly removed.

Sec. 2011 **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 Per Diem 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 in the CNA Regular MOA for supplemental agreement related to Access.)

Sec. 2012 **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 21.

ARTICLE 21
GRIEVANCE PROCEDURE

Sec. 2101 **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.

Sec. 2102 **Matters Excluded From The Grievance Procedure:** Except as provided in Section 2101, all other matters are specifically excluded from this procedure including, but not limited to, complaints which arise from the following:

- A. All disciplinary hearings pertaining to dismissals and/or disciplinary actions.
- 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 457 Deferred Compensation Plan and/or its real or potential benefit as provided by Section 1401.

Sec. 2103 **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 or His Designated Representative

1. Within seven (7) calendar days from his receipt of the decision at Step 2, the employee may appeal to the Agency/Department Head or His Designated Representative. 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 Agency/Department Head or His Designated Representative shall give his written decision to the employee within fourteen (14) calendar days after the discussion.

E. Formal Complaint-Step 4, County Executive Office, Division of Labor Relations

1. Within seven (7) calendar days from his receipt of the decision at Step 3, the employee may appeal to the County Executive Office, Division of Labor Relations. The original copy of the grievance form, with the reasons in writing for his dissatisfaction with the answer given by the agency head, shall be submitted.
2. Within seven (7) calendar days after receiving the completed grievance form, a representative from the County Executive Office, Division of Labor Relations, shall meet with the employee and, at the employee's option, the employee's representative, and they shall thoroughly discuss the grievance. The County

Executive Office, Division of Labor Relations representative 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 provisions of this Agreement or past practice within the department/agency, the written decision of a representative from the County Executive Office, Division of Labor Relations, shall be final as to the disposition of matters within his authority.

- Sec. 2104 **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. 2105 **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. 2106 **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 22
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 23
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 designated CNA Labor Representative or his/her duly authorized representative.

ARTICLE 24
STATE DISABILITY INSURANCE

The parties agree that, subject to ratification by the Per Diem Unit employees and the Board of Supervisors adoption of this agreement, the Per Diem Unit shall participate in the SDI program. The Per Diem Employees shall pay all costs of SDI coverage.

ARTICLE 25
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 26
**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 27
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 28
HEALTH AND SAFETY

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.

The County's Infection Prevention and Control Committee (IPCC) shall include two additional seats, which will be filled by two (2) non-probationary per diem registered nurses as designated by the PPC, and who will be responsible for attending the monthly IPCC meeting.

ARTICLE 29
REST AND MEAL PERIODS

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 30
ASSOCIATION MEMBERSHIP

A. GENERAL CONDITIONS

The County and the Association shall comply with federal and state law for the deduction and remittance of membership dues and fees. All employees covered by this Agreement may voluntarily become and remain members in good standing of the Association pursuant to the provisions of the Meyers-Milias-Brown Act (MMBA). No employee shall be required to join the Association as a condition of employment at the County.

B. ASSOCIATION DEDUCTIONS

1. The Association certifies that it will only send requests to initiate dues deduction for employees who have authorized the deductions. Bargaining unit members who are members of the Association on or after the effective date of this agreement who wish to withdraw from Association membership may do so by filing a written notice with the Association in accordance with the terms of the Association membership form signed by the employee. Each employee who is a member of the Association or otherwise authorizes Association deductions shall have the Association deductions deducted as provided in this Article.
2. The Association will certify to the County to begin deductions or to cease deductions from the salaries of bargaining unit members. Such certification shall occur no later than the 15th of the month for the following monthly or bi-weekly payroll cycle. Such deductions shall be delivered to the County in an electronic format.

The Association list to be submitted shall contain the following information:

- a. Bargaining Unit
- b. Campus or Medical Center
- c. Employee Name (last, first, middle)
- d. Employee Identification Number

The County and the Association shall meet and discuss in a good faith effort to reach agreement regarding any issues related to processing Association deductions.

It is not the intent of the parties to delay or deny processing Association deductions due to unavailable information.

3. The County shall deduct and remit to the Association, no less frequently than once a month, Association deductions, as certified by the Association. The County shall not be responsible for deductions in any pay period in which the employee's net earnings are insufficient to cover the deduction. The County shall also remit, on a monthly basis, an alphabetical list showing the names of payees and the amounts deducted and remitted.
4. Employee Lists: Upon request, and no more frequently than on a monthly basis, the County shall remit a list of bargaining unit employees that includes the following information: name (first, middle, and last), Social Security Number, Employee ID, Address, City, State, Zip Code, Home Phone, Email Address, Classification, Department/Unit, Job Title, Standard Tour of Duty hours, Shift, Hire Date, Base Hourly Rate, FTE, Pay Period End Date, and Amount Deducted (0 if none) in an Excel format to:
MemberReports@Calnurses.org.
5. No employee shall be dropped from Association membership upon return from any leave of absence or layoff, unless such leave or layoff constitutes a break in service.
6. Any written communications received by the County from bargaining unit members regarding Association membership shall be returned to the member by the County with reference to this Article. The County shall direct all bargaining unit member questions regarding Association membership to the Association.

C. INDEMNIFICATION

It is specifically agreed that the County assumes no obligation, other than that specified above, or liability, financial or otherwise, arising out of the provisions of this Article. The Association shall inform the County once a year of the amount of monthly dues under this provision. Such notice shall be sent no later than 60 days prior to implementation of any change in the amount of dues to allow for appropriate programming. Further, the Association hereby agrees that it will reimburse the County for any costs and indemnify and hold the County harmless from any claims, actions, or proceedings by any person or entity, arising from the provisions set forth within this article.

D. CORRECTION OF ERRORS

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

ARTICLE 31
INTEGRITY OF THE BARGAINING UNIT

The County agrees it will not challenge the bargaining unit status of any employee or job classification covered by this Agreement, claim that any employee or job classification covered by this Agreement exercises supervisory authority within the meaning of the NLRA, assign duties to or remove direct patient care duties and responsibilities from any employee for the purpose of removing that employee from the bargaining unit, or eliminate or remove from bargaining unit nurses with direct care responsibilities of Registered Nurses and Nurse Practitioners described in the preceding paragraph. Finally, the County also agrees that during the term of this Agreement it will not challenge the Association's right to represent any employee in any job classification covered by this Agreement based on a claim that such employee is a supervisor within the meaning of the NLRA.

ARTICLE 32
PROFESSIONAL PRACTICE COMMITTEE

Recognizing the value of a committee which can objectively recommend performance improvement related to patient care, an existing Professional Practice Committee (PPC) exists. Within the provisions set forth regarding this existing committee, the PPC shall include two additional seats, which will be filled by two (2) non-probationary per diem registered nurses selected by Association 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.

PPC members shall be released for no more than three (3) hours per scheduled PPC meeting. 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.

ARTICLE 33
STAFFING IMPROVEMENT COMMITTEE

In an effort to create opportunities, but not guarantees, for resolving staffing issues within the VCMC/SPH (including Psychiatric), a Staffing Improvement Committee (“SIC”) has been established to provide a forum for communication, information gathering, research, debate, and joint problem-solving. The SIC shall include two additional seats, which will be filled by two (2) non-probationary per diem registered nurses selected by Association 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.

ARTICLE 34
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 of the California Code of Regulations.

Nurses shall float in the following order:

- (1) Dedicated Float Pool Nurses
- (2) Volunteers
- (3) IHR/Registry/Travelers (where contracts have been negotiated with the relevant company)
- (4) Per Diem
- (5) Regular

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 3 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 (a foreseen lack of staffing is not an emergency). Clusters are designated as follows:

Home Unit	Float To
Emergency Department	No float
Pre-Anesthesia Department	No float
Surgery Department	No float
Recovery Room	No float
GI Lab	No float
PICU	Pediatrics, NICU (growers and feeders)
Pediatrics	NICU (growers and feeders), Transitional Care Nursery (TCN), Pediatrics
NICU	(infants under 6 months), Post Partum as Nursery Nurse
Intensive Care Unit	DOU, Telemetry
DOU	Telemetry
Telemetry	Med/Surg 1 Telemetry, Observations Unit
Med/Surg 1	Med/Surg 3 Telemetry, Observations Unit
Med/Surg 3	Med Surg 1 (med surg patients only), Observation Unit (med surg patients only)
Observation Unit	Med/Surg 1, Med/Surg 3, ED (for med surg and tele holds only)
Labor and Delivery	Post-Partum, TCN
Post Partum	TCN
Transitional Care Nursery	Post Partum
Ambulatory Care	No float
Inpatient Psychiatric Unit	Crisis Stabilization Unit
Crisis Stabilization Unit	Inpatient Psychiatric Unit

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. Floating will be competency based and shall not be limited to the patient's geographical location. For example: A Med Surg nurse may go to ED to care for an admitted Med Surg patient who is holding in the ED. 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, with the exception to the Float Pool Unit. If the nurse volunteers to return to her/his home unit, it shall not be deemed as double floating.

SIGNATURE PAGE

Agreed to this 23 day of February, 2021 by

COUNTY OF VENTURA

CALIFORNIA NURSES ASSOCIATION



Robert Abalos
Chief Negotiator



Bonnie Castillo
CNA/NNU Executive Director, Executive Office


Mike Cumow
Second Chair


Puneet Mahary
CNA/NNU Public Sector, Collective Bargaining


Michelle Sayre
Chief Nursing Officer


Courtney Hayes
CNA/NNU Negotiator


Michelle Reynolds
Ventura County HR/HCA


Debbi Pacheco
CNA/NNU Labor Representative


Jenny Holst
Ventura County HR/CEO


Claudia Flores-Rojas, RN
RN, Emergency Room

ARTICLE 11
EXTRA HELP/INTERMITTENT/FIXED TERM EMPLOYEES
(Amended and Adopted July 31, 1984)

Sec. 1101 Purpose:

To provide regulations which govern the employment and compensation of extra help and intermittent appointees.

Sec. 1102 Reasons for Appointing:

- A. Extra Help Employees - The purpose for employing extra help employees is to cover peak workloads, emergency extra workloads of limited duration, necessary vacation relief and other situations which involve a fluctuating staff.
- B. Intermittent - The purpose for employing intermittent employees is where the workload requires periodic and fluctuating augmentation on a regular basis, yet does not warrant a full-time employee or cannot be handled by additional regular employees.
- C. Fixed Term Employees - The purpose of employing fixed term employees is to fill positions of a project of limited term as designated by the Director-Human Resources or ordinance of the Board of Supervisors.

Sec. 1103 Limitations:

- A. Extra Help Employment - No extra help employee may be employed unless the Director-Human Resources finds that the conditions set forth in Section 1102(A) are present. No extra help employee may be employed to fill a classified position for more than thirty (30) working days other than provided for in Section 1105, if there are at least three (3) persons eligible to be certified by the Director-Human Resources for that vacancy. No person shall be employed as an extra help employee for any purpose for more than 720 hours in any one fiscal year. The Director-Human Resources may grant special authorization upon extenuating circumstances to extend extra help employment periods after receiving written justification from the appointing authority. Such special authorization shall be in writing to the appointing authority and copies shall be sent to the Auditor-Controller and any appropriate employee organization. The Auditor-Controller shall not authorize payment to any extra help employee over 720 hours without such special authorization from the Director-Human Resources. Whenever it is determined that the extra help employee does not meet the same qualifications required for regular classified employees, he shall be terminated from County employment.

- B. Intermittent Employment - No intermittent employee shall be hired unless the Director-Human Resources finds that the conditions set forth in Section 11-2 (B) are present. No intermittent employee may be employed to fill a classified position for more than thirty (30) working days other than provided for in Section 1105, if there are at least three (3) persons eligible to be certified by the Director-Human Resources for that vacancy. No person shall be employed as an intermittent employee for any purpose for more than 1664 hours in any one fiscal year. The Director-Human Resources may grant special authorization to extend intermittent employment periods upon receiving written justification from the appointing authority. Such special authorization shall be in writing to the appointing authority and copies shall be sent to the Auditor-Controller and any appropriate employee organization. The Auditor-Controller shall not authorize payment to any intermittent employee in excess of the periods specified herein without such special authorization from the Director-Human Resources.
- C. Fixed Term Appointments - No fixed term appointments shall be made to regular positions in the classified services.

Sec. 1104 Classification of Extra Help Employees: A department or agency head may employ these employees in any classification authorized by the Director-Human Resources within the department or agency budget for such help.

Sec. 1105 Student Workers: Student workers are extra help employees but may be employed for more than ninety (90) days in any fiscal year.

Sec. 1106 Merit Increases: Extra help employees are not eligible for merit increases. Intermittent employees are eligible for merit increases on a prorated basis as range structure permits. This eligibility is at the discretion of the appointing authority and is not regarded as a right of the employee. Fixed term employees are eligible for merit increases.

Sec. 1107 Salary and Benefits:

- A. Extra Help - Extra help employees shall be compensated at the minimum of the salary range or otherwise as approved by the Director-Human Resources, and such compensation shall be considered as full compensation covering the value of vacation, sick leave, holidays and other benefits afforded regular employees.
- B. Intermittent - Intermittent employees shall be compensated at an appropriate step of the salary range and such compensation shall be considered as full compensation covering the value of vacation, sick leave, holidays, and other benefits afforded regular employees.

Intermittent employees designated as “hospital employees” by the Director-Health Care Agency (according to the SEIU Memorandum of Agreement, Article 6, Section 601, and Article 11, Section 1104) will be eligible for overtime and night shift differential pay.

- C. Fixed Term - Except as otherwise provided in these articles, fixed term employees shall be treated as regular County employees.

Sec. 1108 Special Consideration/Intermittent Only:

- A. Intermittent employees shall be selected from an established eligible list, and be subject to the same selection criteria as regular employees.
- B. Employees working in intermittent positions, if certified to the department and employed off a regular eligible list, shall not be required to re-compete or be re-certified to transfer to regular status.
- C. Every intermittent employee shall be required to serve and pass a probationary period of 1040 hours. Upon successful completion of 1040 hours, he/she shall be eligible for compensation at an hourly rate above the first step and shall be dismissed only for cause, as specified in Ventura County Ordinance, Code Section 1234-1.4.13.1, during the period prior to the 1664 hours per year limitation or authorized extension. Such an intermittent employee shall have the right to a hearing to contest his/her dismissal in accordance with the procedure set forth in Section 2326 of these rules.
- D. Nothing contained herein shall be construed to grant regular or civil service status to any intermittent employee, nor shall it be construed to be any guarantee of assigned work hours.

Sec. 1109 Special Considerations/Expiration of Fixed Term Appointment: All appointments to Fixed Term positions shall expire at the end of the term designated at time of appointment; persons so separated from the service shall not be eligible for re-employment and/or reinstatement as defined in these rules, but shall be eligible for appointment to regular positions (i.e., certified to the departments).

Sec. 1110 Benefits that have been paid to extra help employees, other than those stated in Section 1107, shall cease as of September 9, 1984.

Pay Ranges for Per Diem Employees			
Year 1		Hourly	
Classification	Code	Min	Max
Per Diem Licensed Vocational Nurse	00171	\$18.08	\$25.83
Per Diem Non-Registered Nurse	00534	\$18.90	\$22.68
Per Diem Psychiatric Technician	00540	\$17.64	\$21.42
Per Diem Senior Psychiatric Technician	00541	\$21.42	\$27.72
Per Diem Public Health Nurse I	00538	\$32.23	\$32.23
Per Diem Public Health Nurse II	00539	\$38.19	\$50.41
Per Diem Public Health Nurse III	00542	\$50.41	\$64.27
Per Diem Registered Nurse I	00535	\$34.15	\$34.15
Per Diem Registered Nurse II	00536	\$40.48	\$53.41
Per Diem Registered Nurse III	00537	\$53.41	\$68.10

Year 2		Hourly	
Classification	Code	Min	Max
Per Diem Licensed Vocational Nurse	00171	\$18.67	\$26.68
Per Diem Non-Registered Nurse	00534	\$19.52	\$23.42
Per Diem Psychiatric Technician	00540	\$18.22	\$22.12
Per Diem Senior Psychiatric Technician	00541	\$22.12	\$28.63
Per Diem Public Health Nurse I	00538	\$33.28	\$33.28
Per Diem Public Health Nurse II	00539	\$39.44	\$52.05
Per Diem Public Health Nurse III	00542	\$52.05	\$66.37
Per Diem Registered Nurse I	00535	\$35.70	\$35.70
Per Diem Registered Nurse II	00536	\$42.32	\$55.85
Per Diem Registered Nurse III	00537	\$55.85	\$71.20

Year 3		Hourly	
Classification	Code	Min	Max
Per Diem Licensed Vocational Nurse	00171	\$19.28	\$27.55
Per Diem Non-Registered Nurse	00534	\$20.16	\$24.19
Per Diem Psychiatric Technician	00540	\$18.81	\$22.85
Per Diem Senior Psychiatric Technician	00541	\$22.85	\$29.56
Per Diem Public Health Nurse I	00538	\$34.37	\$34.37
Per Diem Public Health Nurse II	00539	\$40.73	\$53.75
Per Diem Public Health Nurse III	00542	\$53.75	\$68.54
Per Diem Registered Nurse I	00535	\$36.60	\$36.60
Per Diem Registered Nurse II	00536	\$43.37	\$57.24
Per Diem Registered Nurse III	00537	\$57.24	\$72.98

**Disaster/Extreme Emergency Overtime Pay (EOP) PROGRAM GUIDELINES FOR
CNA PER DIEM CLASSIFICATIONS – HEALTH CARE AGENCY**

Introduction:

This agreement is reached in an effort to develop a program in which per diem registered nurses represented by the CNA can voluntarily work extra hours as needed to reduce the utilization of outside agencies and be responsive to registered nurse staffing needs during a state of disaster or extreme emergency. To address potential workforce implications resulting from a natural disaster (as defined by Sec. 1804 of the County Personnel Rules and Regulations) and to ensure the continuity of County operations, the Health Care Agency (HCA) Director may activate the “Emergency Overtime Pay” (EOP) Program as follows:

Activation:

The EOP Program may be activated when:

1. A declaration of a “Local Health Emergency” is issued by the County of Ventura Health Officer; and/or
2. A proclamation is made by the Ventura County Medical Center Chief Executive Officer initiating the Hospital Incident Command System pursuant to the HCA Emergency Management Plan.

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

Employees will accept both the unit and patient care assignments, based on their competencies, preferences and availability. Any employee working a shift that pays EOP and where the assignment accepted is 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.

EOP Rates of Pay:

EOP is an increased overtime rate applied to hours that exceed 40 in a designated work week. The EOP rate of pay structure is as follows:

Overtime EOP hours: Any hours worked that exceed 40 hours in a workweek are paid at the rate of 2.5 times the total of 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 more than 40 hours in a workweek is paid \$50/hour for the hours above 40 in the workweek.

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

Overpayments: Should an overpayment of EOP occur, 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 EOP overpayment.

Deactivation:

At any time the HCA Director may deactivate application of the EOP Program.

NEW HIRE BONUS

To promote the timely recruitment of highly qualified nurses to address the nurse shortage, the County proposes to establish a “New Hire” bonus on a trial basis for one year from the date of Board of Supervisors adoption of this amendment to the MOA.

Nurses who are newly hired in a below specified job classification shall receive a one-time “New Hire” bonus of one thousand dollars \$1,000.00. To be eligible, the nurse’s start date must occur between the date of adoption of this amendment to the MOA by the Board of Supervisors and one year from the date of such adoption. The bonus will be paid in one lump sum with the nurse’s first regular paycheck and is subject to state and federal taxes.

Per Diem Registered Nurse II	00536
Per Diem Registered Nurse III	00537

For purposes of this provision, “newly hired” means the nurse was appointed from an open competitive recruitment and may not have been previously employed by the Ventura County Health Care Agency within the preceding 12 months.

The nurse must maintain employment within the Ventura County Health Care Agency and in a CNA-represented classification (per diem or regular unit) for a minimum of twelve (12) consecutive months from the date of hire while working an average of twenty-four (24) hours per bi-weekly pay period during that time. If the nurse is unable to satisfy these requirements, the employee is responsible for re-payment of the New Hire bonus. To be eligible for the New Hire bonus the employee must sign a written agreement, acknowledging and agreeing to the repayment stipulations.

COUNTY OF VENTURA

Natural Disaster Attestation Form (Effective February 23, 2021)

This form should be completed by any employee whose absence from work beginning February 23, 2021, through the end of the declared COVID-19 emergency, was directly related to the COVID-19 emergency.

If your absence from work/telework is more than three (3) consecutive workdays, you must also complete a Leave of Absence Request form, available on the CEO-HR/Benefits website at <https://hr.ventura.org/benefits>. For additional benefits and resources available to you during this time, please refer to the CEO-HR/Benefits COVID website at <https://hr.ventura.org/benefits/COVID19>.

Employee Name: _____

Employee ID Number: _____

Agency/Division: _____

Dates Absent from Work: _____

Total Hours Absent from Work (40 hours maximum): _____

Leave of absence was directly related to the COVID-19 crisis, due to (choose one or more):

- Quarantine in the event of a high-risk exposure to COVID-19 (as defined by the U.S. Centers for Disease Control and Prevention (CDC)) or exhibiting COVID-19 symptoms.*
- COVID-19 illness.*
- Necessity to care for a dependent with COVID-19 illness.*
- Necessity to care for a minor child if the child's school or place of care has been closed.
 Name(s) and Age(s) of Child(ren): _____
 Name(s) of School(s)/Place(s) of Care: _____
- Direction from agency/department.
- Local/state emergency orders to remain at home due to:
 - Age 75 or older, or age 70 or older and with an underlying health condition.
 - Underlying health condition that increases vulnerability to COVID-19 illness.
- Other (explain below).
 Explanation: _____

** Must provide written documentation from a health care provider. If not currently available, the employee must provide as soon as it is available. If supporting documentation is not submitted, authorized Natural Disaster pay may be reversed.*

My signature on this form attests that all hours reported above for the period beginning February 23, 2021, through the end of the declared COVID-19 emergency, were directly related to the COVID-19 emergency. I shall be paid at my regular rate of pay for the period of absence utilizing the appropriate Natural Disaster time code. I agree that by receiving my regular rate of pay for the above-noted Dates Absent from Work, the County may have partially fulfilled any obligation it may have under the Families First Coronavirus Response Act detailed in the Family Public Health Emergency Leave and Emergency Paid Sick Leave provisions.

Employee Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____

Agency/Dept. Head: _____ Date: _____

Requires approval of the Agency/Department Head prior to processing.
Submit completed and signed form to CEO-Human Resources L#1970.

