

# **Memorandum of Understanding**

between

**County of San Mateo**

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and

**California Nurses Association**  
(CNA)

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March 30, 2003 - March 25, 2006

# California Nurses Association Memorandum Of Understanding

## Table of Contents

	Page
Recognition.....	1
Association Security.....	1
Agency Shop.....	1
Professional Performance Committees.....	4
Recruitment and Retention Committee.....	5
Notification of New Hires and Terminations.....	5
No Discrimination.....	5
Association Representatives.....	6
Salaries.....	7
“Y” Rate Process.....	9
Days and Hours of Work.....	9
Rest Periods.....	10
Overtime.....	10
Double Shift.....	11
Work Groups.....	11
On-Call Duty.....	11
Differential.....	12
Shift Differentials.....	12
Weekend Differential.....	12

<b>Table of Contents <i>continued</i></b>	<b>Page</b>
Staffing Differential .....	12
Application of Differential .....	12
Acting Pay .....	12
Charge Nurse.....	12
Clinical Nursing .....	13
Bilingual Pay.....	13
Layoff and Re-Employment.....	14
Holidays .....	17
Vacations.....	18
Sick Leave.....	20
Leaves of Absence .....	22
Absence Without Leave.....	25
Educational Leave .....	25
Absence Without Pay.....	26
Hospitalization and Medical Care.....	26
Dental Care .....	27
Vision Care .....	27
Life Insurance.....	28
Change in Employee Benefit Plans.....	28
Probationary Period.....	28
Promotion.....	30
Dismissal, Suspension or Demotion for Cause.....	31
Reallocation of Position.....	31
Grievances.....	32

<b>Table of Contents <i>continued</i></b>	<b>Page</b>
No Strike .....	33
Tuition Reimbursement .....	34
Personnel Files .....	35
Separability of Provisions .....	35
Past Practices .....	35
Change in Civil Service Commission Rules.....	35
State Disability Insurance .....	35
Mileage Reimbursement Policy .....	35
Retirement Plans .....	37
Exhibits .....	40

# MEMORANDUM OF UNDERSTANDING

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

This MOU shall be presented by the Association to the employees to be covered hereby for ratification by said employees, and shall thereafter be presented to the County Board of Supervisors and, if appropriate, to the Civil Service Commission as the joint recommendations of the undersigned for salary and employee benefit adjustments for the period commencing March 30, 2003 and ending March 25, 2006.

## **Section 1. Recognition**

The California Nurses Association, hereinafter referred to as the "Association" is the recognized employee organization for the Registered Nurses Unit, certified pursuant to Resolution No. 38586, adopted by the Board of Supervisors on May 16, 1978.

## **Section 2. Association Security**

### **2.1 Dues Deduction**

The Association may have the regular dues of its members within the Unit deducted from employees' paychecks under procedures prescribed by the County Controller for such deductions. Dues deduction shall be made only upon signed authorization from the nurse on a form furnished by the County, and shall continue (1) until such authorization is revoked in writing by the nurse; or (2) until the transfer of the nurse to a unit represented by another employee organization. Nurses may authorize dues deductions only for the organization certified as the recognized employee organization of the unit to which such employees are assigned.

### **2.2 Maintenance of Membership**

All nurses who are members of the Association who are tendering dues through deductions from their County biweekly paycheck and all nurses who become members of the Association and pay dues through deductions from their biweekly paycheck shall continue to pay dues to the Association, for the duration of this and each subsequent MOU thereafter. For a period of 90 to 70 days prior to the expiration of this and any subsequent MOU, employees who are members of the Association shall have the right to withdraw from the Association by discontinuing dues deduction. Said withdrawal shall be communicated by the employee in writing to the Controller to be delivered by certified mail. Nurses who are subsequently employed in a position outside of the units represented by the Association shall not be required to continue dues deduction.

### **2.3 Agency Shop**

A. The Association agrees it has a duty to provide fair and nondiscriminatory representation to all nurses in all classes in the units for which this section is applicable regardless of whether they are members of the Association.

- B. All nurses employed in the representation unit shall as a condition of employment either:
1. Become and remain a member of the Association; or
  2. Pay to the Association, an agency shop fee in an amount which does not exceed an amount which may be lawfully collected under applicable constitutional, statutory, and case law (e.g., Hudson v. Chicago Teachers Association, Local No. 1, AFL-CIO), which shall be less than the monthly dues made during the duration of this MOU, it being understood that it shall be the sole responsibility of the Association to determine an agency shop fee which meets the above criteria; or
  3. Do both of the following:
    - a) Execute a written declaration that the nurse is a member of a bonafide religion, body, or sect which has historically held a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and
    - b) Pay a sum equal to the agency fee described above to one of the negotiated non-religious, non-labor, charitable funds exempt from taxation under Section 501(c) (3) of the Internal Revenue Code.
- C. As a condition of employment, all new nurses who are hired into a classification covered by this MOU shall at the time of hire execute an authorization for the payroll deduction of one of the options specified in Section B. 1, 2, and 3 above.
- D. Those nurses who elect membership in the Association shall continue to pay Association dues for the duration of this and each MOU thereafter. For a period of 90 to 70 days prior to the expiration of this and any subsequent MOU, any nurse who is a member of the Association shall have the right to withdraw from the Association by discontinuing dues deduction and selecting one of the options specified in Section B above. Said withdrawal shall be communicated by the nurse during that period of time in writing to the County Controller to be delivered by certified mail and must be postmarked during the 90 to 70 day period.
- E. The Association shall provide the County with sufficient copies of the Association's "Hudson Procedure" for the determination and protest of its agency shop fees so that the County can provide a copy to every nurse hired into a class represented by the Association. The Association shall provide a copy of said "Hudson Procedure" to every fee payer covered by this MOU annually and as a condition to any change in the agency shop fee. Failure by an employee to invoke the Association's Hudson Procedure within one month after actual notice of the Hudson Procedure shall be a waiver by the nurse of their right to contest the amount of the agency shop fee.
- F. If, after all other involuntary and insurance premium deductions are made in any pay period the balance is not sufficient to pay the deduction of Association dues, agency fee, or charity fee required by this Section, no such deduction shall be made for the current pay period.

- G. The provisions of B and C above shall not apply during periods that a nurse is separated from the representation unit but shall be reinstated upon the return of the nurse to the Unit. The term separation includes transfer out of the unit, layoff, and leave of absence of more than 30 days.
- H. Annually, the Association shall provide Employee Relations with copies of the financial report the Association annually files with the California Public Employee Relations Board or the U. S. Department of Labor (Form LM-2). Such report shall be available to employees in the unit. Failure to file such a report within 60 days after the end of its fiscal year shall result in the termination of all agency shop fee deductions without jeopardy to any employee, until said report is filed.
- I. Compliance
1. A nurse employed in a representation unit that has been granted Agency Shop in accordance with Section C above and all nurses hired into a job class covered by this MOU shall be provided with an "Employee Authorization for Payroll Deduction" card by CNA.
  2. If the form authorizing payroll deduction is not returned to the Controller within 30 calendar days after notice of this agency fee provision and the Hudson Procedure, and the dues, agency fee, or charitable contribution required under C.3 are not received, and the nurse has not timely invoked the Association's Hudson Procedure, or if invoked, the nurse's Hudson Procedure rights have been exhausted, CNA may in writing direct that the County withhold the agency fee from the nurse's salary, in which case the nurse's monthly salary shall be reduced by an amount equal to the agency fee and the County shall pay CNA an equal amount.
- J. The Association shall indemnify, defend, and save the County harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability that arise out of or by reason of this association security section, or action taken or not taken by the County under this Section. This includes, but is not limited to, the County's attorneys' fees and costs.
- K. Should nurses in a bargaining unit represented by CNA vote to rescind Agency Shop the provisions of 2.2 shall apply to dues-paying members.

#### 2.4 Communications with Employees

Use of space on available bulletin boards shall be provided in each facility for the purpose of posting notices of official CNA business. Prior to posting, all material must be authorized by the department head or designated representative and the CNA representative.

All notices will be posted by CNA's designated representative, and such material must bear the signature of a registered CNA official or be printed on official CNA letterhead. Material which may be posted on the bulletin board is restricted to the following matters:

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

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

Authorized CNA representatives may be granted access to all hospital and health facilities in which nurses covered by this MOU are employed for the purpose of observing working conditions. This right shall be exercised reasonably. CNA representatives desiring such access shall obtain permission from the department head or his/her representative before entering any working areas of the facility and shall inform said management representative of the purpose of the visit. CNA representatives granted access to facilities shall not interfere with the normal conduct of work nor shall they order any changes in any aspect of the operation. Within 30 days of the effective date of this MOU, CNA shall provide the department head with a written list of all authorized CNA representatives, which list shall be kept current by CNA. Only authorized representatives on the most current listing may be authorized access to work locations as provided herein.

2.5 Use of County Buildings

County buildings and other facilities may be made available for use by County employees or CNA or its representatives in accordance with such administrative procedures established by the County Manager or department head concerned.

2.6 Advance Notice

Except in cases of emergency as provided below CNA, if affected, shall be given reasonable advance written notice of any ordinance, resolution, rule or regulation directly relating to matters within the scope of representation proposed to be adopted by the County and shall be given the opportunity to meet with appropriate management representatives prior to adoption.

In cases of emergency when the foregoing procedure is not practical or in the best public interest, the County may adopt or put into practice immediately such measures as are required. At the earliest practical date thereafter CNA shall be provided with the notice described in the preceding paragraph and be given an opportunity to meet with the appropriate management representatives.

**Section 3. Professional Performance Committees**

3.1 Objectives

The objectives of Professional Performance Committees (PPC) shall be:

- (1) to consider constructively and make recommendations regarding the professional practice of nursing, and
- (2) to consider and recommend ways and means to improve patient care.

3.2 Composition

A PPC shall be composed of registered nurses covered by this MOU.

3.3 Meetings

- (1) The PPC may post notices of meetings on authorized bulletin boards and meet on County premises at off-duty times.



- (2) Not more than 6 Public Health Nurses may be excused from duty with pay, for up to 2 hours each in any one month to participate in the PPC activities.
- (3) Eight Registered Nurses from Hospitals, Clinics and/or Correctional Health may be paid at the straight time rate up to 2 hours each in any 1 month, to participate in PPC activities. This shall be considered voluntary attendance at a meeting and shall not be compensable at the overtime rate. Paid attendance must occur during the nurse's non-work hours and must not result in back-filling behind the nurse attending. The limit of 8 nurses is only pertinent to paid attendance and does not limit the number of nurses who may attend on their own time.
- (4) Special meetings of the PPC with administration of the facility may be scheduled on County-time with the approval of the Director of Nursing.
- (5) The PPC will supply a copy of the agenda and minutes of its meetings to the Director of Nursing and the Hospital Administrator.
- (6) The Director of Nursing and/or departmental management will respond in 30 calendar days either in writing or in person to any Committee recommendations concerning nursing practices and patient care.

#### 3.4 Ad Hoc Acuity System Sub-Committee

Two Registered Nurses from the PPC shall be selected by CNA to serve on a joint Labor-Management ad hoc subcommittee to participate in implementing the Hospital's acuity staffing system. This subcommittee will reconvene to conduct an annual review and evaluation of the Hospital's staffing acuity system. The total number of management representatives shall be no more than the total combined labor representation.

### **Section 4. Recruitment and Retention Committee**

A Recruitment and Retention Committee shall be established for each of the following areas: San Mateo County Health Center, Public Health, Mental Health, and Correctional Health. These committees shall meet at least 6 times a year to consider factors affecting the County's ability to recruit and retain nurses. Each committee shall be composed of 3 nurses appointed by CNA and up to 3 County representatives, 1 of whom may be the County's Nurse Recruiter. The County will respond in writing within 30 calendar days to all written Committee recommendations.

### **Section 5. Notification of New Hires and Terminations**

The department shall provide a member of the representation unit, who shall be designated for this purpose by CNA, with the names and work station of each registered nurse employed and the name of each registered nurse whose employment is terminated by the County.

### **Section 6. No Discrimination**

There shall be no discrimination because of race, creed, color, national origin, sex, sexual orientation or legitimate employee organization activities against any employee or applicant for employment by the Association or by the County or by anyone employed by the County; and to the extent prohibited by applicable state and federal law there shall be no discrimination against any

disabled person solely because of such disability unless that disability prevents the person from meeting the minimum standards established.

## **Section 7 Association Representatives**

### **7.1 Attendance at Meetings**

County nurses who are official Nurse Representatives of CNA shall be given reasonable time off with pay to meet and confer or consult with management representatives or to be present at hearings where matters within the scope of representation are being considered. Use of official time for this purpose shall be reasonable and shall not interfere with the performance of County services as determined by the County. Such representatives shall submit written requests for absences to Employee Relations at least 2 working days prior to the scheduled meeting whenever possible. Except by agreement with Employee Relations the number of nurses excused for such purposes shall not exceed 3 at any one time for meet and confers. For formal contract negotiations, the number of nurses excused with pay for such purposes shall not exceed one from each of the following classifications:

Public Health Nurse or Senior Public Health Nurse  
Community Mental Health Nurse  
Nurse Practitioner

And no more than a total of 2 from the following classifications:

Staff Nurse or Charge Nurse

for a total of 5.

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

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

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

### **7.2 Handling of Grievances**

CNA shall designate a reasonable number of Nurse Representatives to assist in resolving grievances and notify Employee Relations in writing of the designated individuals. The designation will depend on such circumstances as geographical locations, hours of employment, and departmental organizational structure. Alternates may be designated to perform Nurse Representative functions during the absence or unavailability of Nurse Representatives. Nurse Representatives may be relieved from their assigned work duties by their supervisor to investigate and process grievances initiated by nurses within the same work area or representation unit. Requests for release time shall not be denied unreasonably. Nurse Representatives shall promptly report to CNA any grievances which may arise and cannot be adjusted on the job. Supervisory nurses shall not represent non-supervisory nurses in a grievance procedure where such activity might result in a conflict of interest. Neither a Nurse Representative nor CNA shall order any changes, and no change shall be made except with the consent of the appropriate department heads.

Whenever a nurse is required to meet with a supervisor and the nurse reasonably anticipates that such meeting will involve questioning leading to disciplinary action, he/she shall be entitled to have a Nurse Representative present if he/she so requests. It is not the intention of this provision to allow the presence of a Nurse Representative during the initial discussion(s) of a nurse's performance evaluation.

## **Section 8. Salaries**

- 8.1 The salary ranges for all nurses in the aforementioned representation unit will be as set forth in Exhibit A which is attached hereto and made a part hereof. As reflected in the exhibit, salaries shall be adjusted as follows: 2% effective April 27, 2003; 4% effective March 28, 2004; 4% effective March 27, 2005).
- 8.2 Except as herein otherwise provided, the entrance salary for a new nurse entering County service shall be the minimum salary for the class to which appointed. When circumstances warrant, the EPS Director may, upon recommendation of the department head, approve an entrance salary which is more than the minimum salary. The Director's decision shall be final. Such a salary may not be more than the maximum salary for the class to which that employee is appointed unless such salary is designated as a Y-rate by the Board of Supervisors.
- 8.3 Public Health Nurses shall be appointed at the "C" step of the salary range if the nurse has a MPH degree and at least 1 year of experience, or 5 years of experience. Such experience must be in Public Health Nursing in an official setting.
- 8.4 Effective January 9, 2000, nurses who have completed the equivalent of 10 years of continuous full-time service with the County (20,800 hours) shall receive experience pay in the amount of 2% of base pay. Effective January 9, 2000, nurses who have completed the equivalent of 15 years of continuous full-time service with the County (31,200 hours) shall receive additional experience pay in the amount of 2% of base pay for a total of 4%.
- 8.5 Permanent and probationary nurses serving in regular established positions shall be considered by the appointing authority on their salary anniversary dates for advancement to the next higher step in the salary schedule for their respective classes as follows. All increases shall be effective at the beginning of the next full pay period.
  - (1) After completing 1040 regular hours satisfactory service in Step A of the salary schedule, and upon the appointing authority's recommendation, nurses shall be advanced to the next higher step in the salary schedule for the class. If a nurse is appointed at a step higher than the first step of the salary range for that class, the first merit increase shall be after completion of 2080 regular hours of satisfactory service.
  - (2) After completing 2080 regular hours satisfactory service in each of the salary steps above A, and upon the appointing authority's recommendation, nurses shall be advanced to the next higher step in the salary schedule for the class until the top step is reached.
  - (3) If a nurse completes the 1040 or 2080 hours in the middle of a pay period, he/she

shall be eligible for an increase as follows:

- if the merit increase period is completed during the first week of a pay period, the increase will be effective with the start of the then current pay period.
- if the merit increase period is completed during the second week of a pay period, the increase will be effective with the start of the next pay period.

- (4) Upon recommendation of the appointing authority and approval by the EPS Director, nurses may receive special merit increases at intervals other than those specified in this Section. The Director's decision shall be final.

8.6 Each nurse shall be considered for salary step increases according to the date of that nurse's appointment, or the revised salary anniversary date. If a nurse begins service later than the first business day of a biweekly pay period, or has changes which would cause the salary anniversary date to be other than the first business day of a biweekly pay period, then the salary anniversary date shall be determined from the first day of the following biweekly pay period.

Changes in a nurse's salary because of promotion, upward reclassification, postponement of salary step increase, or special merit increase will set a new salary anniversary date, which date shall be as stated in the preceding paragraph.

Nurses who are rejected during the probationary period and revert to their former classification shall return to the salary anniversary date held in the former class unless otherwise determined by the EPS Director.

The salary anniversary date for a nurse shall not be affected by a transfer, downward reclassification or a demotion.

A permanent nurse accepting provisional employment in a higher or different class in the Classified Service, who reverts to the former class, shall retain the salary anniversary date in the former class on the same basis as if there had been no such provisional appointment.

Salary range adjustments for a classification will not set a new salary anniversary date for nurses serving in that classification.

Upon the appointing authority's recommendation and approval of the EPS Director, provisional, temporary and extra help nurses shall be advanced to the next higher step in the salary schedule upon completion of the periods of service prescribed in this Section, provided that their service has been satisfactory. Also, upon the appointing authority's recommendation and approval by the Director, continuous service in a provisional, temporary or extra help capacity shall be added to service in a regular established position for purposes of determining a nurse's salary anniversary date, eligibility for salary increases, and vacation and sick leave accrual. Such service may not be added if it preceded a period of over 28 consecutive calendar days during which the nurse was not in a pay status, except when the nurse is absent from the position due to an injury or disease for which he/she is entitled to and currently receiving Workers' Compensation benefits.

8.7 Salary Step When Salary Range Is Revised

Whenever the salary range for a class is revised, each incumbent in a position to which the revised schedule applies shall remain at the step in the previous range, unless otherwise specifically provided for by the Board of Supervisors.

8.8 Salary Step After Promotion or Demotion

When a nurse is promoted from a position in one class to a position in a higher class, and at the time of promotion is receiving a base salary equal to, or greater than, the minimum base rate for the higher class, that nurse shall be entitled to receive the next step in the salary schedule of the higher class which is at least 5.7% above the rate he/she has been receiving, except that the next step shall not exceed the maximum salary of the higher class. When a nurse is demoted, whether such demotion is voluntary or otherwise, that nurse's compensation shall be adjusted to the salary prescribed for the class to which demoted, and the specific rate of pay within the range shall be determined by the EPS Director, whose decision shall be final; provided, however, that the Board of Supervisors may provide for a rate of pay higher than the maximum step of the schedule for the nurse's class, and designate such rate of pay as a Y rate, and also provided that a nurse demoted as a result of abolition of a position shall be placed at the salary step in the lower class which most closely approximates (but does not exceed) his/her salary in the higher class.

8.9 "Y" Rate Process

When a nurse is reclassified downward, she/he shall continue in his/her present salary range, with cost of living adjustments, for two years, at which point his/her salary shall be frozen ("Y" - rated) until the salary assigned to the lower class equals or exceeds such "Y" rate. The "Y" rate provisions of this section shall not apply to layoffs, demotions, or other personnel actions resulting in an incumbent moving from one position to another.

**Section 9. Days and Hours of Work**

9.1 The standard work week for nurses occupying full-time positions consists of 40 hours unless otherwise specified by the Board of Supervisors. The appointing authority shall fix the hours of work with due regard for the convenience of the public and the laws of the state and the County. Nurses occupying part-time positions shall work such hours and schedules as the Board and the appointing authority shall prescribe.

9.2 Scheduled Days Off

The County will continue its present practice regarding scheduling nurses at SMCHC or the County Jail an average of every other weekend off duty. Patient care requirements and equitable staff scheduling shall be considered.

9.3 Work Schedules

In areas where there is not a regular schedule, tentative work schedules shall be posted 6 weeks prior to the week the schedule becomes effective. The schedule shall be made final no later than 10 days prior to the effective date of the schedule. Affected nurses shall be notified before any changes are made in the final schedule. Schedules for Outpatient Clinics shall be posted at least 2 weeks prior to the week the schedule becomes effective.

9.4 Work Shifts

Part-time nurses working an eight and one-half hour shift at SMCHC or the jail who are required to work or "stand by" within the facility during their 30 minute meal period shall

receive payment at the rate of one and one-half times their base rate of pay for time worked within the meal period.

9.5 Rest Periods

Each institutional nurse shall have an unbroken rest period of at least 12 hours between shifts, and of at least 55 hours between shifts when the nurse is off duty on the weekend or 2 consecutive days off duty, and of at least 31 hours between shifts when the nurse is off-duty on a holiday or for a single day. All hours worked within the above rest periods shall be paid at the rate of one and one-half times the nurse's straight-time rate of pay. This provision may be waived on the request of the individual nurse and with the agreement of the supervisor. Nurses shall not be eligible for this rest period compensation for hours for which they are paid overtime compensation in accordance with Section 10 of this MOU.

9.6 Attendance at Educational Courses

The County will endeavor to schedule required hours of work for nurses so as to permit them to attend educational courses directly related to the nursing profession, provided that such scheduling shall not interfere with normal operation of the unit or department.

**Section 10. Overtime**

10.1 Authorization

All compensable overtime must be authorized by the appointing authority or his/her representative in advance of being worked. If prior authorization is not feasible due to emergency conditions a confirming authorization must be made on the next regular work day following the date on which the overtime was worked. Overtime worked must be in the job class in which the nurse is regularly employed or in a class for which the nurse is authorized higher pay for work in a higher class.

10.2 Definition

Except as otherwise provided by Charter, any authorized time worked in excess of a 40 hour weekly work schedule shall be considered overtime compensable at the rate of one and one-half times the overtime worked by monetary payment or by the granting of compensatory time off. Extra help shall be paid the overtime rate after working 40 hours during their normal work week - a fixed and regularly recurring period of 7 consecutive 24 hour periods.

Overtime resulting from required attendance at training classes or training meetings shall be compensable at the straight-time rate in an amount equal to the overtime worked unless a different rate is prescribed for an employee covered by the Fair Labor Standards Act. For the purpose of determining eligibility for overtime compensation, any absence with pay shall be considered as time worked. The smallest increment of working time that may be credited as overtime is 6 minutes. Portions of 6 minutes worked at different times shall not be added together for the purpose of crediting overtime.

Public Health Nurses will not have their scheduled workweek or workday reduced in whole or in part to compensate for time worked in excess of a regularly scheduled workday, except as follows: When a Public Health Nurse works more than 8 hours in order to participate in a scheduled evening clinic, the nurse shall take equal time off for time worked that day in excess of 8 hours. Such time off will be taken during the same workweek at a time agreed on by the nurse and the department. Comp time off at the rate of one and one half times the overtime worked shall be allowed for time worked after the scheduled end of the clinic.

### 10.3 Double Shift

Part-time nurses working less than 40 hours per week who work a double shift of 16 hours shall be compensated at the rate of time and one-half for the second 8 hours. Part-time nurses working more than 8 hours but less than 16 hours shall be compensated at the rate of time and one-half for all hours beyond 8.

### 10.4 Work Groups

The EPS Director shall allocate all job classes to the following described work groups for purposes of determining categories of employees to be compensated by monetary payment or by compensatory time off. The decision of the Director shall be final; provided, however, that prior to changing the work group of an existing class covered by this MOU the Director shall notify CNA of the contemplated change and if requested, discuss with CNA the reasons for the work group change.

(1) Work Group 1: Nurses in Work Group 1 are covered by the Fair Labor Standards Act and may be compensated for overtime worked either by monetary payment or by compensatory time off, at the nurse's option. Compensatory time off which accrues in excess of 80 hours must be liquidated by monetary payment. All monetary payments for overtime must be paid not later than the next biweekly payroll following the pay period in which the overtime was worked.

(2) Work Group 2: Nurses in Work Group 2 may be compensated for overtime worked only by being allowed compensatory time off. No more than 240 hours of such comp time off may be accumulated at any one time.

*Note:* Work Groups 3 and 4 pertain to employees not covered by this MOU.

(3) Work Group 5: Nurses in Work Group 5 are exempted from the Fair Labor Standards Act and may be compensated for overtime worked either by monetary payment or by compensatory time off, at the nurse's option. Comp time off which accrues in excess of 80 hours must be liquidated by monetary payment.

Notwithstanding the allocation of job classification to work groups, any nurse covered by the Fair Labor Standards Act (FLSA) shall be compensated in accordance with the Act. Should the County, through some future Federal ruling, be exempted from FLSA, the County shall then revert to the base rate for the computation of overtime.

### 10.5 Compensatory Time Off

Utilization of compensatory time off shall be by mutual agreement between the department head and the nurse. Accrued comp time must be used by nurses in Work Group 2 prior to retirement or termination; otherwise, it shall be forfeited. The smallest increment of comp time which may be taken off is 6 minutes.

## **Section 11. On-Call Duty**

11.1 Nurses shall be paid the hourly equivalent rate of one-half their base pay for time in which they are required to be on an on-call status. Nurses will not receive on-call pay for periods when they are actually at work.

- 11.2 Nurses required to report back to work during off duty hours shall be compensated for a minimum of three hours of overtime.

## **Section 12. Differential**

### **12.1 Shift Differentials**

Nurses shall be paid \$2.30 per hour in addition to their base rate when assigned to and working a shift which starts after 1:59 p.m. and before 10:00 p.m. Nurses shall be paid \$4.00 per hour in addition to their base rate when assigned to and working a shift which starts after 9:59 p.m. and before 5:00 a.m.

### **12.2 Weekend Differential**

Nurses working weekends shall be paid a differential of \$1.75 per hour for any work performed between Friday 2315 hours and Sunday 2315 hours except for Correctional Facilities and Hillcrest where the differential shall be paid for all work performed between Friday midnight and Sunday midnight.

### **12.3 Staffing Differential**

Nurses working in Correctional Health (Women's Correctional Center, Maguire Correctional Facility, Medium Security Facility, Camp Glenwood and Hillcrest Juvenile Hall) shall be paid a differential of Seventy Cents per hour in addition to any differentials paid under Sections 12.1 and 12.2.

## **Section 13. Application of Differential**

For nurses who have been regularly working a shift described in Section 12 for 30 or more days immediately preceding a paid holiday, comp time off, or the beginning of a vacation or a paid sick leave period, the applicable differential shall be included in the nurse's holiday pay, vacation pay, paid sick leave, or paid comp time. The vacation, sick leave, holiday and comp time off pay of a nurse on a rotating shift shall include the differential such nurse would have received had he/she been working during such period.

## **Section 14. Acting Pay**

A nurse assigned by the department head or his/her representative to perform the duties of a higher level class on an acting basis shall, after five consecutive workdays, receive retroactive to the first day of such assignment, acting pay which shall be computed at one step more than the nurse's current salary in his or her present class. Nurses who are at the top step of their salary schedule and are otherwise eligible for acting pay in accordance with this section shall receive the equivalent of one step (5.74%). Work assignments shall not be changed for the purpose of evading this requirement of providing acting pay to a nurse who would otherwise be eligible for such acting pay as provided herein. Except under unusual or extenuating circumstances, the County shall offer work out of classification assignments to permanent nurses before offering them to per diem nurses.

## **Section 15. Charge Nurse**

A nurse who is assigned to be "in charge" of a unit at SMCHC, outpatient clinics, or the Jail for 4 or more hours of a shift shall be paid an additional \$15.41 for that shift provided that no more than one nurse is assigned "in charge" of each unit for each shift. For RN's who have regularly been assigned as a "charge nurse" for 30 days or more immediately before a paid holiday, sick leave or the start of



a vacation, the applicable additional pay shall be included in the RN's holiday or vacation pay.

## **Section 16. Clinical Nursing**

The Clinical Nursing program is coordinated through a Clinical Nursing Committee composed of 3 managers selected by the Director of Patient Care Services and 3 represented nurses selected by the Association. At least one of the represented nurses on the committee shall be a Clinical Nurse. This committee shall have ongoing responsibility for determining the eligibility of nurses making application to enter the clinical nurse program. The committee also shall review clinical nurses on an annual basis to determine their continued eligibility for the program. Clinical nurses who fail to remain eligible shall be removed from the program. Payment for clinical nursing shall be at the same salary range as that of Charge Nurse. All Staff Nurses who meet the criteria listed in the Clinical Nurse Portfolio shall be eligible to apply for Clinical Nurse status.

The Community Mental Health Clinical Nursing program is coordinated through a Community Mental Health Nursing Committee composed of 2 managers selected by Administration and 2 represented Community Mental Health Nurses (CMHN's). This committee shall have the ongoing responsibility for determining eligibility of CMHN's making application to enter the Clinical Nursing program. The committee shall also review the Clinical CMHN's on an annual basis to determine their continued eligibility for the program. Clinical CMHN's who fail to remain eligible shall be removed from the program. Payment for Clinical CMHN shall be the same as that of the Clinical Nurse.

## **Section 17. Bilingual Pay**

A salary differential up to \$40.00 biweekly shall be paid incumbents of positions requiring bilingual proficiency as designated by the appointing authority and EPS Director. Said differential shall be prorated for nurses working less than full-time or who are in an unpaid leave of absence status for a portion of any given pay period. Designation of bilingual positions is the sole prerogative of the County and the Director's decision is final. CNA shall be provided listings of nurses receiving bilingual pay twice a year. Bilingual pay for nurses in the classifications of Public Health Nurse, Community Mental Health Nurse and Nurse Practitioner with a caseload at least 50% of which is comprised of non-English speaking patients shall be \$50.00 biweekly.

Effective November 7, 2004, the \$40.00 differential shall be increased to \$42.50 and the \$50.00 differential shall be increased to \$55.00.

### **17.1 Hiring and Selection**

The County will continue to recruit and hire nurses based on a specific need for bilingual skills.

### **17.2 Testing**

All nurses hired to fill positions requiring bilingual skills will be tested for bilingual proficiency. Present employees may be certified by the appointing authority as possessing sufficient bilingual skills to be appointed to a bilingual position; provided that nothing herein precludes the County from requiring that said nurses be tested. Requests by nurses to be tested for bilingual skill proficiency will be referred to the EPS Director whose decision shall be final.

17.3 Continued Use of Bilingual Language Skill

Nurses hired to fill positions requiring bilingual skills may be required to remain in bilingual pay positions. Nurses who were selected to fill positions requiring bilingual skills during the implementation of the bilingual program will be allowed to voluntarily leave such positions provided management can reasonably replace them and there are sufficient positions within the class they can fill. Nothing herein precludes any of the above specified nurses from promoting to higher classifications.

17.4 Transfers

Transfers of nurses occupying bilingual pay positions shall be in accordance with County policy and practice and shall not be in violation of this MOU. It is recognized that utilization of a bilingual skill may be the sole reason for transfer in order to meet a specific County need.

17.5 Exclusions

Nurses in supervisory positions, as opposed to leadworkers, will not be eligible for bilingual pay.

17.6 Review

The number and location of bilingual pay positions shall be periodically reviewed by management. If the number of filled positions in a specific division or geographical location are to be reduced, nurses will be given reasonable notice prior to loss of the bilingual pay differential.

17.7 Administration

Administration of the bilingual pay plan will be the overall responsibility of the EPS Department. Any disputes concerning interpretation or application of the bilingual pay plan shall be referred to the EPS Director whose decision shall be final.

## **Section 18. Layoff and Re-Employment**

18.1 Notice of Layoff

The department head will give at least 14 days advance written notice to nurses to be laid off unless a shorter period of time is authorized by the EPS Director.

18.2 Precedence by Employment Status

No permanent nurse shall be laid off while nurses working in an extra help, temporary, provisional, or probationary status are retained in the same class unless that nurse has been offered the extra help, temporary, or provisional appointment. The order of layoff among nurses not having permanent status shall be according to the following categories:

- (1) Extra-Help
- (2) Temporary
- (3) Provisional
- (4) Probationary - among probationary nurses in a given class, order of layoff shall be by to reverse order of seniority as determined by continuous County civil service, not continuous time in that probationary period

Layoffs shall be by job classification according to reverse order of seniority as determined by total continuous County civil service, except as specified above. The following provisions shall apply in computing total continuous service:

- (1) Time spent on military leave, leaves to accept temporary employment outside the County government and leave to accept a position in the unclassified service shall count as County service.
- (2) Periods of time during which a nurse is required to be absent from his/her position by reason of an injury or disease for which he/she is entitled to and currently receiving Workers' Comp benefits shall be included in computing length of service for the purpose of determining that nurse's seniority rights.
- (3) Time worked in extra help status shall not count as County service.
- (4) Time worked in permanent, probationary, provisional or temporary status shall count as County service. Part-time status shall count at the rate of one year of continuous employment for each 2080 straight-time hours worked.

If two or more nurses have the same seniority, the examination scores for their present classifications shall determine seniority.

### 18.3 Procedures

- (1) Nurses who are laid off shall have any of the following three choices:
  - (a) Taking a voluntary demotion within the same department to a classification in which the nurse had prior probationary or permanent status provided such a position is held by an employee with less seniority.
  - (b) On a County-wide basis, displacing the employee in the same classification, having the least seniority in County service. For the purpose of such County-wide move, County service, including military leave, shall be allowed at the rate of two-thirds (2/3) of the actual time so served.
  - (c) On a County-wide basis, taking a voluntary demotion to a classification in which the nurse had prior probationary or permanent status provided such a position is held by an employee with less seniority. For the purpose of such County-wide move, County service, including military leave, shall be allowed at the rate of two-thirds (2/3) of the actual time so served.
- (2) A displaced nurse may request the EPS Director to place his/her name on the promotional eligible list or open eligible list for any class for which, in the Director's opinion, he/she is qualified. The nurse's name will be above the names of persons who have not been displaced, ranked in the order specified in subsection 18.2.
- (3) Pursuant to the Civil Service Rules, a nurse may, with the approval of the EPS Director and the gaining department head, demote or transfer to a vacant position for which he/she possesses the necessary skills and fitness.
- (4) At the sole discretion of the EPS Director, a nurse may be allowed to transfer and displace a less senior employee in a position in which he/she had prior probationary or permanent status and which the Director determines is equivalent with respect to duties and responsibilities to the position the nurse presently occupies.

- (5) A transfer is defined as a change from one position to another in the same class, the salary range of which is not more than ten percent higher.
- (6) Part-time nurses shall not replace full-time nurses, unless the part-time nurse has held full-time status in the classification.
- (7) In addition to all other options, nurses in classifications at risk of being eliminated, as determined by the affected department head, may also be placed on reinstatement lists.

#### 18.4 Names of Nurses Laid Off to be Placed on Reemployment and General Eligible Lists

The names of nurses laid off shall be placed on reemployment eligible lists as hereinafter specified. Former employees appointed from a reemployment eligible list shall be restored all rights accrued prior to being laid off, such as sick leave, vacation credits, and credit for years of service. However, such reemployed nurses shall not be eligible for benefits for which they received compensation at the time of or subsequent to the date they were laid off.

The departmental reemployment eligible list for each class shall consist of the names of nurses and former nurses having probationary or permanent status, who were laid off or whose positions were reallocated downward as a result of reclassification. The rank order on such lists shall be determined by relative seniority as specified in 18.2. Such lists shall take precedence over all other eligible lists in making certifications to the department in which the nurse worked.

The general reemployment eligible list for each class shall consist of the names of nurses and former nurses having probationary or permanent status who were laid off or whose positions were reallocated downward as a result of reclassification. The rank order on such lists shall be determined by relative seniority. Such lists shall take precedence over all other eligible lists, except departmental reemployment eligible lists, in making certifications on a County-wide basis.

The provisions of this subsection 18.4 shall not apply to employees who have accepted severance pay upon termination of employment.

#### 18.5 Abolition of Position

The provisions of this Section 18 shall apply when an occupied position is abolished.

#### 18.6 Reduction in Force of Less than Fourteen (14) Days

For reductions in force of 14 days or less including "call-offs", scheduled hours shall be reduced or cancelled in the following order:

1. RN's working beyond 40 hours in a week
2. Registry Personnel
3. Extra Help (per diem)
4. Volunteers to reduce or cancel hours
5. Part-Time working beyond hired FTE in that payroll week
6. Nurses on a rotating basis per unit log

Nurses who are voluntarily reduced shall be offered work within his/her facility that is being performed by R.N. registry personnel provided such nurse: (a) is qualified to perform the work; and (b) such assignment will not adversely affect patient care.

Nurses who volunteer or are involuntarily reduced may use (within accrual balances) earned vacation, holiday or comp time, or unpaid leave of absence.

Nurses will be notified at least two hours prior to the start of the nurse's shift. Nurses who are not notified at least two hours prior to the beginning of a scheduled shift and who report for work will be worked and paid a minimum of 4 hours. This minimum guarantee shall not apply if the employer has contacted the nurse personally by telephone at least two hours prior to the beginning of the shift. In attempting to make personal contact, the employer shall call nurses in order of the unit rotation list until a nurse is contacted. If the employer is unable to personally contact any of the nurses in a unit scheduled to work, and if all of those nurses report for work, the nurse at the top of the call-off list shall be sent home without pay. It shall be the responsibility of each nurse to notify the employer of their current phone number and address.

Prior to temporarily closing or combining units, nurses on the unit/shift to be closed/combined will be consulted on the timing and process of the closure/combination. Staff Nurses on the affected unit/shift will also be consulted on the timing and process of reopening a unit which has been temporarily closed or combined. Every effort will be made to provide eight hours notice prior to closing or combining units or reopening units. Management will provide orientation to interested nurses to afford them the opportunity to float to other units in their specialty area in the event of closure or call-off.

#### 18.7 Severance Pay

The County will pay the County premium for 3 months of medical coverage (but not dental or vision) for nurses who are laid off. This coverage is contingent on the following conditions:

1. The nurse has not refused a County job offer.
2. The nurse is unemployed.
3. The nurse continues to pay his/her share of the premium.

### **Section 19. Holidays**

- 19.1 Regular full-time employees in established positions shall be entitled to take all authorized holidays at full pay, not to exceed 8 hours for any one day, provided they are in a pay status on both their regularly scheduled workdays immediately preceding and following the holiday. Part-time employees shall be entitled to holiday pay in proportion to the percentage of full-time hours worked during the biweekly pay period which includes a holiday; e.g., if a part-time employee works 50% of the full-time hours in a pay period, the employee shall be paid for ½ of the hours for each holiday falling within that pay period.

19.2 The holidays in this County are:

- (1) January 1..... (New Year's Day)
- (2) Third Monday in January..... (Martin Luther King Jr.'s Birthday)
- (3) February 12..... (Lincoln's Birthday)\*
- (4) Third Monday in February..... (Washington's Birthday)
- (5) Last Monday in May..... (Memorial Day)
- (6) July 4..... (Independence Day)
- (7) First Monday in September..... (Labor Day)
- (8) Second Monday in October..... (Columbus Day)
- (9) November 11..... (Veterans Day)
- (10) Fourth Thursday in November..... (Thanksgiving Day)
- (11) Friday following Thanksgiving Day
- (12) December 25..... (Christmas)
- (13) Every day appointed by the President of the United States or the Governor to be a day of public mourning, thanksgiving or holiday. The granting of such holidays shall be discretionary with the Board of Supervisors.

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

If the Legislature or the Governor appoints a date different from the ones shown above for the observance of any of these holidays, then San Mateo County shall observe the holiday on the date appointed by the Legislature or the Governor.

19.3 If one of the holidays listed above falls on Sunday and the nurse is not regularly scheduled to work that day, the nurse's first regularly scheduled workday following the holiday shall be considered a holiday.

19.4 If any of the holidays listed above falls on a day other than Sunday and the nurse is not regularly scheduled to work that day, or if a nurse is required to work on a holiday, the nurse shall be entitled to equivalent straight time off with pay. This equivalent straight time off earned is limited to 120 hours with any time earned in excess of 120 hours cashed out at the equivalent straight time rate. If a nurse leaves County service with accrued holiday hours, those hours will be cashed out.

19.5 Extra help are not entitled to holiday pay or time off with pay in lieu of holiday pay.

19.6 Nurses working on a holiday shall be compensated for such time worked at the rate of one and one-half (1½) times the straight-time rate as provided in Section 10 (Overtime). This compensation may be in the form of overtime pay or comp time off, but not in a combination of the two. Holiday pay will be paid to nurses working a majority of their shift hours on the actual holiday. For example, nurses working 11 p.m. on the holiday eve until 7 a.m. on the holiday would be paid 8 hours holiday pay. Nurses working 11 p.m. on the holiday until 7 a.m. on the day after the holiday would receive no holiday pay.

## **Section 20. Vacations**

### **20.1 Vacation Allowance**

Nurses, excluding extra help, or as herein otherwise provided, shall be entitled to vacation

with pay in accordance with the following schedules. Vacation accruals shall be pro-rated for part-time nurses.

- (1) During the first 5 years of continuous service, vacation will be accrued at the rate of 4.0 hours per biweekly pay period worked.
- (2) After the completion of 5 years of continuous service, vacation will be allowed at the rate of 4.9 hours per biweekly pay period worked.
- (3) After the completion of 10 years of continuous service, vacation will be allowed at the rate of 5.9 hours per biweekly pay period worked.
- (4) After the completion of 15 years of continuous service, vacation will be allowed at the rate of 6.5 hours per biweekly pay period worked.
- (5) After the completion of 20 years of continuous service, vacation will be allowed at the rate of 6.8 hours per biweekly pay period worked.
- (6) After the completion of 25 years of continuous service, vacation will be allowed at the rate of 7.4 hours per biweekly pay period worked.
- (7) No nurse will be allowed to carry an accumulation of more than 52 biweekly pay periods' vacation accrual at any one time. However, nurses may accrue unlimited vacation time in excess of the maximum allowance when such vacation accrues because of remaining in a pay status during periods of illness or injury which precluded liquidating vacation credits earned in excess of the maximum allowed.
- (8) No vacation will be permitted prior to the completion of 13 full biweekly pay periods of continuous service.
- (9) Vacation may be used in increments of 6 minutes.
- (10) Extra help do not accrue vacation credits, except that service in an extra help capacity may be included with service in a regular established position in computing vacation allowance for purposes of this Section. However, such extra help service may not be included if it preceded a period of over 28 days during which the employee was not in a pay status.

## 20.2 Vacation Schedule

The time at which nurses shall be granted vacation shall be at the discretion of the appointing authority. Length of service and seniority of nurses shall be given consideration in scheduling vacations and in giving preference as to vacation time.

It is each nurse's responsibility to request vacation in a timely manner so that vacation may be approved and scheduled prior to reaching the limits described in 20.1 (7) above. Department Heads shall make every effort to accommodate written vacation leave requests which indicate the need to reduce accrued vacation leave balances to the allowed level, particularly when such requests are submitted at least 4 pay periods prior to the date upon which the allowable limit would be reached. Any nurse who feels s/he is unreasonably denied a vacation request as described above may request that Employee Relations

investigate and, if appropriate, ensure that the nurse is allowed to take vacation time off when the nurse is at the maximum vacation accrual level.

20.3 Vacation Allowance for Separated Employees

When a nurse is separated from service after continuous employment of at least 13 biweekly pay periods, any remaining vacation allowance shall be added to the final compensation. A nurse separated before serving 13 full biweekly pay periods shall not be eligible for vacation allowance.

20.4 Vacation Pay

Payment for vacation shall be at the base pay of the employee plus applicable differential, if any, as provided in Section 13.

## **Section 21. Sick Leave**

21.1 Accrual

All nurses, except extra help, shall accrue sick leave at the rate of 3.7 hours for each biweekly pay period of full-time work. Such accrual shall be prorated for any nurses, except extra help, who work less than full-time during a pay period. For the purpose of this Section absence in a pay status shall be considered work.

21.2 Usage

Nurses are entitled to be paid for sick leave used, to a maximum of the time accrued, under the following conditions:

- (1) The nurse's illness, injury, or exposure to contagious disease which incapacitates him/her from performance of duties. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom as determined by a licensed physician.
- (2) The nurse's receipt of required medical or dental care or consultation.
- (3) The nurse's attendance on a member of the immediate family who is ill.
- (4) The nurse's preparation for or attendance at the funeral of a member of the immediate family.

For purposes of this Section immediate family means parent, spouse, domestic partner, son, daughter, step-child, sibling, mother-in-law, father-in-law, grandparents or grandchildren.

21.3 Procedures for Requesting and Approving Sick Leave

When the need for sick leave is known to the nurse in advance of the absence, s/he shall request authorization for sick leave at such time, in the manner specified herein. In all other instances s/he shall notify his/her supervisor as promptly as possible by telephone or other means. Before a nurse may be paid for the use of accrued sick leave he/she shall complete and submit to his/her department head a signed statement, on a prescribed form, stating the dates and hours of absence and such other information as is necessary for the request to be evaluated. If a nurse does not return to work prior to the preparation of the payroll, other arrangements may be made with the approval of the department head and the Controller. The sick leave form shall be treated confidentially and be kept in a confidential file. The department head may require a physician's statement from an employee who applies for sick leave, or make whatever investigation into the circumstances that appears warranted before



taking action on the request. If possible, nurses will notify their supervisor two hours before their shift begins.

21.4 Accounting for Sick Leave

Sick leave may be used in increments no smaller than 6 minutes. Payment for sick leave used shall be at the employee's base pay plus applicable differential, if any, as provided in Section 13.

21.5 Credits

When a nurse who has been working in an extra help capacity is appointed to a permanent position s/he may receive credit for such extra help service in computing accumulated sick leave, provided that no credit shall be given for service preceding any period of more than 28 consecutive calendar days in which an employee was not in a pay status.

If a nurse who has unused sick leave accrued is laid off and subsequently reemployed in a permanent position, such sick leave credits shall be restored to him/her upon reemployment.

The nurse shall not have any portion of sick leave credits restored for which he/she received compensation at the time of or subsequent to the day of lay off.

21.6 Incapacity to Perform Duties

If the appointing authority has been informed through a doctor's report of a medical examination, that a nurse is not capable of properly performing his/her duties, the nurse may be required to absent himself/herself from work until the incapacity is remedied. During such absence the nurse may utilize any accumulated sick leave, vacation, holiday and comp time.

21.7 Use of Sick Leave While on Vacation

A nurse who is injured or who becomes ill while on vacation may be paid for sick leave in lieu of vacation provided that the nurse:

1. was hospitalized during the period for which sick leave is claimed,
2. received medical treatment or diagnosis and presents a statement indicating illness or disability signed by a physician covering the period for which sick leave is claimed, or
3. was preparing for or attending the funeral of an immediate family member.

No request to be paid for sick leave in lieu of vacation will be considered unless the request is made within 10 working days of the nurse's return to work and the above substantiation, if required, is provided within a reasonable time.

21.8 Sick Leave During Holidays

Paid holidays shall not be considered as part of any period of sick leave, unless the nurse is scheduled to work on that holiday.

21.9 Sick Leave for Child Birth and Adoption

Nurses may use up to 30 working days of accrued sick leave following the birth of a child to their spouse or when adopting a child.

## **Section 22. Leaves of Absence**

### **22.1 General**

Nurses shall not be entitled to leaves of absence as a matter of right, but only in accordance with the provisions of law and this MOU. Unless otherwise provided the granting of a leave of absence also grants the nurse the right to return to a position in the same or equivalent class in the same department as at the time the leave was granted. The granting of any leave of absence shall be based on the presumption that the nurse intends to return to work upon the expiration of the leave. However, if a disability retirement application has been filed with the County Board of Retirement a leave may be granted pending decision by that Board. Nothing in this Section shall abridge a nurse's rights under the Family and Medical Leave Act. Where there is a conflict between the Act and this MOU, whichever provides the greater benefit to the nurse shall apply.

**Total Period of Leave:** Except for Disability Leaves as provided above and in 22.4 (2) (c) below, no leave of absence or combination of leaves of absence when taken consecutively, shall exceed a total period of 26 biweekly pay periods.

**Approval and Appeals:** Initial action to approve or disapprove any leave of absence shall be by the nurse's department head; however, leaves of absence of more than two biweekly pay periods must also be approved by the EPS Director. Denial of requested leave in whole or in part at the department head level may be appealed by the nurse to the Director, whose decision shall be final.

### **22.2 Benefit Entitlement**

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

### **22.3 Seniority Rights and Salary Adjustments**

Authorized absence without pay which exceeds 28 consecutive calendar days, for either: (1) leave of absence for personal reasons; (2) leave of absence due to illness or injury not compensated through Workers' Compensation benefits; or (3) leave of absence to fill an unexpired term in an elective office shall not be included in determining salary adjustment rights or any seniority rights based on length of employment.

### **22.4 Job Incurred Disability Leave**

#### **(1) Job Incurred Disability Leave With Pay**

(A) **Definition:** Disability leave with pay is a nurse's absence from duty with pay because of disability caused by illness or injury arising out of and in the course of employment which has been declared to be compensable under the Workers' Compensation Law. Only permanent or probationary nurses occupying permanent positions are eligible for disability leave with pay.

(B) **Payment:** Payment of disability leave shall be at the base pay of the nurse

and shall be reduced by the amount of temporary disability indemnity received pursuant to Workers' Compensation Law.

- (C) Application for and Approval of Job Incurred Disability Leave With Pay: In order to receive pay for disability leave a nurse must submit a request on the prescribed form to the department head describing the illness or accident and all information required to evaluate the request. The nurse must attach a statement from a physician certifying to the nature, extent and probable period of illness or disability. No job incurred disability leave with pay may be granted until the County, State Compensation Insurance Fund or the County Workers' Compensation Adjustor has declared the illness or injury compensable under Workers' Compensation Law and has accepted liability on behalf of the County, or the Workers' Compensation Appeals Board has ordered benefits to be paid.
- (D) Length of Job Incurred Disability Leave With Pay: Eligible nurses shall be entitled to disability leave for the period of incapacity as determined by a physician, not to exceed a maximum of 90 calendar days for any one illness or injury. Holidays falling within the disability period shall extend the maximum days allowed by the number of holidays.

(2) Job Incurred Disability Leave Without Pay

- (A) Definition: Disability leave without pay is a nurse's absence from duty without County pay due to disability caused by illness or injury arising out of and in the course of employment which has been declared compensable under Workers Compensation Law. Only permanent or probationary nurses occupying permanent positions are eligible for disability leave without pay. Such leave is taken after the disabled nurse has used up allowable disability leave with pay, as well as accrued credits for sick leave. At the nurse's option vacation and comp time accruals may also be used.
- (B) Application for and Approval of Job Incurred Disability Leave Without Pay: In order to receive disability leave without pay an eligible nurse must submit a request on the prescribed form to the department head describing the illness or accident and all information required for the department head to evaluate the request. The nurse must attach a statement from a physician certifying to the nature, extent and probable period of illness or disability.
- (C) Length and Amount of Job Incurred Disability Leave Without Pay: Job incurred disability leave without pay may not exceed 26 pay periods for any one injury. The combined total of disability leave with pay and disability leave without pay for one accident or illness may not exceed 32 pay periods. In the event a nurse is disabled and receiving Workers' Compensation benefits this leave may be extended as long as such disability continues.

22.5 Leave of Absence Without Pay

- (1) Qualifying: Only permanent or probationary nurses occupying permanent positions are eligible for leaves of absence without pay under the provisions of this Section.

- (2) Application for and Approval of Leaves of Absence Without Pay: In order to receive leave without pay, a nurse must submit a request on the prescribed form to his/her department head describing the reasons for the request and all other information required for the department head to evaluate the request.
- (3) Granting of Leaves of Absence Without Pay: Appointing authorities may grant leaves of absence without pay for personal reasons for a maximum of two pay periods. Leaves of absence of more than two pay periods must be approved by the EPS Director.
- (4) Leaves of Absence Without Pay for Non-Job Incurred Illness or Injury: Leaves of absence without pay for non-job incurred illness or injury may be granted for a maximum of 26 full pay periods. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom. Such leaves will be granted only after all accrued sick leave has been used and must be substantiated by a physician's statement.
- (5) Leaves of Absence Without Pay for Personal Reasons: Leaves of absence without pay for personal reasons may be granted for a maximum of 13 full pay periods. Such leaves shall only be granted after all accrued vacation and holiday credits have been used.
- (6) Parental Leave: A nurse/parent of either sex may be granted a leave of absence without pay for the purpose of fulfilling parenting responsibilities during the period of one year following the child's birth, or one year following the filing of application for adoption and actual arrival of child in the home. Such leave is to be for a maximum of 13 full pay periods. Use of accrued vacation, sick, comp time or holiday credits shall not be a pre-condition for granting such parental leave.

#### 22.6 Military Leaves of Absence

The provisions of the Military and Veterans Code of the State of California shall govern military leave of County employees.

#### 22.7 Absence Due to Required Attendance in Court

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

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

- (4) Any fees allowed, except reimbursement of expenses incurred, shall be remitted to the County Treasurer through the department head.

22.8 Assignment Upon Return from Absence

Nurses working at SMCHC who return from any authorized absence with or without pay of not more than 6 weeks duration or in cases of authorized maternity leave not more than 12 weeks shall be returned to their previous shift and position.

22.9 Absence Without Leave

(1) Refusal of Leave or Failure to Return After Leave: Failure to report for duty after a leave of absence request has been disapproved, revoked, or canceled by the appointing authority, or at the expiration of a leave, shall be considered an absence without leave.

(2) Absence Without Leave: Absence from duty without leave for any length of time without an explanation satisfactory to the appointing authority is cause for dismissal. Absence without leave for 4 or more consecutive days without an explanation satisfactory to the appointing authority shall be deemed a tender of resignation. If within 30 days after the first day of absence without leave a nurse who has been absent makes an explanation satisfactory to the Board of Supervisors, the Board may reinstate such person.

22.10 Educational Leave of Absence With Pay

(A) Educational leave of absence with pay may be granted to nurses under the conditions specified in this section. In order to be granted educational leave of absence with pay a nurse must submit on the prescribed form a request to the appointing authority containing all information required to evaluate the request. The County may, after approval of the application, grant leave of absence with pay for a maximum of 65 working days during any 52 biweekly pay periods for the purpose of attending a formal training or educational course of study. Eligibility for such leaves will be limited to nurses with at least 13 pay periods of continuous service who are not extra help, temporary or seasonal. Such leaves will be granted only in cases where there is a reasonable expectation that the nurse's work performance or value to the County will be enhanced as a result of the course of study. Courses taken as part of a program of study for a college undergraduate or graduate degree will be evaluated individually for job-relatedness under the above described criteria.

The nurse must agree in writing to continue working for the County for at least the following minimum periods of time after expiration of the leave of absence:

**Length of Leave of Absence**

44 to 65 workdays  
22 to 43 workdays  
6 to 21 workdays

**Period of Obligated Employment**

52 biweekly pay periods  
26 biweekly pay periods  
13 biweekly pay periods

(B) All nurses in the bargaining unit will be allowed 40 hours of educational leave each fiscal year under prescribed policies for the purpose of completing their C.E. requirements for licensure. Choices of classes for 15 of these 40 hours shall be at the nurse's discretion provided that courses selected fall within those described in Title 16 and the Nurse Practices Act, and further provided that the County's

responsibility for the cost for such courses shall be limited to the fee charged by the Consortium. Any cost in excess of the fee charged by the Consortium will be paid by the nurse. This educational leave shall be prorated for part-time nurses, but for part-time nurses, choices of classes for 15 of their total hours shall also be at the nurse's discretion under the same conditions as stated above for full-time nurses. For example, a ½ time nurse shall be allowed 20 hours of educational leave each fiscal year and shall have discretion over choices of classes for 15 of these 20 hours. Nurses may use the above-described educational leave on their off days under the following conditions:

1. Such time will be paid at the straight time rate,
2. Such time must be used for courses/seminars for the purpose of completing the nurse's C.E requirements for licensure,
3. Such time cannot be used for home study, and
4. Such time must be requested and approved in advance and the nurse must submit documentation to substantiate course attendance.

(C) Nurses employed in a .5 status and above, in all three divisions and Hillcrest, shall be allowed additional paid educational leave on the following basis:

- eight hours after 3 calendar years of service.
- twenty-four hours after 5 calendar years of service.
- thirty-two hours after 10 calendar years of service.
- forty hours after 12 calendar years of service.

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

### **Section 23. Absence Without Pay**

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

### **Section 24. Hospitalization and Medical Care**

24.1 The County and covered nurses share in the cost of health care premiums. The County will pay 90% of the total premium for the Kaiser and Aetna Plans and 80% of the total premium for the Blue Shield Plan. Covered nurses will pay 10% of the total premium for the Kaiser and Aetna Plans and 20% of the total premium for the Blue Shield Plan.

Young adult dependents and domestic partners and eligible children and young adult dependents of domestic partners are covered as eligible dependents in all three plans.

24.2 For Nurses occupying permanent part-time positions, the County will pay one-half of the above described premiums. For the purposes of this Section, a permanent part-time nurse is one who is working less than full-time and more than 40 hours per biweekly pay period. For Nurses occupying permanent part-time positions who work a minimum of 60, but less than 80 hours in a biweekly pay period, the County will pay three-fourths of the hospital and medical care premiums described above.

- 24.3 Nurses whose employment with the County is severed by reason of retirement shall be reimbursed by the County for the unused sick leave at the time of retirement on the following basis: for each 8 hours of unused sick leave at time of retirement, the County shall pay for one month's premium for health coverage for the nurse only, to a maximum of 180 months of continued health coverage (e.g., if a nurse retires with 320 hours of unused sick leave, the County will continue to pay the health premiums on said nurse for a period of 40 months). Should a retired nurse die while receiving benefits under this section, the nurse's spouse and eligible dependents shall continue to receive coverage to the limits provided above.

The County will provide up to a maximum of 192 hours of sick leave (2 years of retiree health coverage) to nurses who receive a disability retirement. For example, if a nurse who receives a disability retirement has 100 hours of sick leave at the time of retirement, the County will add another 92 hours of sick leave to his/her balance. This sick leave will be converted at the rate of \$150 per 8 hours of sick leave.

Nurses who waive retiree health/dental coverage including COBRA rights may, upon retirement, convert each 8 hours of accrued sick leave for \$100. Should this cashout be determined, either through legislative or judicial action, to constitute compensation earnable for retirement purposes, this provision shall become null and void.

- 24.4 The surviving spouse of an active nurse who dies may, if he/she elects a retirement allowance, convert the nurse's accrued sick leave to the above specified limits providing that the nurse was age 55 or over with at least 20 years of continuous service.
- 24.5 The parties agree to meet to identify and select a group dental plan for retirees who do not otherwise have coverage. All and any costs of such a plan will be borne by the retiree.

## **Section 25. Dental Care**

- 25.1 The County shall contribute a sum equal to 90% of the premium for the County Plan and for the Safeguard Plan. All nurses must participate in one of these plans.
- 25.2 During a nurse's first year of employment with the County, there shall be a cap on County Dental Plan coverage consisting of \$100.00 deductible and 60% U.C.R.
- 25.3 There is an annual \$2,500 per person maximum benefit in the County Dental Plan.
- 25.4 Young adult dependents and domestic partners and the children and young adult dependents of domestic partners are included in the County self-funded dental plan.

## **Section 26. Vision Care**

The County shall provide vision care coverage for employees and eligible dependents including young adult dependents and domestic partners and the children and young adult dependents of domestic partners as eligible dependents. The County will pay the entire premium for this coverage. This coverage is for Vision Service Plan (VSP) San Mateo County Plan B.

## **Section 27. Life Insurance**

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

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

27.2 Nurses, depending on pre-qualification, may purchase additional term life insurance to a maximum of \$250,000 for employee, \$125,000 for spouse, and \$10,000 for dependents.

## **Section 28. Change in Employee Benefit Plans**

28.1 During the term of this MOU, the County and the Association shall investigate the feasibility of offering medical plan(s) in addition to those now being offered.

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

## **Section 29. Long Term Disability Insurance**

The County shall continue to provide its present long term income protection plan for permanent nurses at no cost to said nurses; provided, however, that in order to be eligible for such plan, nurses must have been employed by the County for 3 or more years.

Effective with disabilities commencing on or after January 1, 1988, the 120 day disability period required to qualify for long term income protection shall no longer require continuous disability but shall be cumulative for any single medically verified illness or injury within a period of 6 full months from the date of the disability's onset. The onset date shall be defined as the first workday the worker was unable to work.

The maximum benefit of the Long Term Disability Plan shall be \$1500 monthly. Effective with new benefits on or after October 17, 1999, the maximum benefit of the Long Term Disability Plan shall be \$2400 monthly. The County also agrees to cover under the LTD Plan, part-time workers who work a minimum of 20 hours per week. The Long Term Disability Plan restricts benefits for psychiatric disabilities that result from stress, depression or other life events to two years. However, a disability resulting from certain chronic psychotic disorders or a disorder with demonstrable organic brain deficits can qualify for benefits payable up to the age of 65.

## **Section 30. Probationary Period**

30.1 Probationary nurses shall undergo a probationary period of 1040 regular hours, unless a longer period, not to exceed 2080 regular hours is prescribed by the Civil Service Commission for their classifications. Individual probationary periods may be extended with good cause upon request of the department head and concurrence of the EPS Director; however, no probationary period shall exceed 2080 regular hours. If a nurse is incapacitated due to medical conditions and is reassigned to work that is not part of his/her normal duties, the probation period for the primary job will be extended for the duration of the



reassignment. The nurse shall be notified in writing of the probationary extension at the time of the reassignment.

Time worked by an nurse in a temporary, extra help, or provisional status shall not count towards completion of the probationary period. The probationary period shall start from the date of probationary appointment.

- 30.2 A nurse who is not rejected prior to the completion of the prescribed probationary period shall acquire permanent status automatically. Former permanent employees appointed from a reemployment eligible list shall be given permanent appointments when reemployed. Permanent employees who are demoted to lower classifications shall be given permanent appointments in the lower classifications.
- 30.3 A nurse who is laid off and subsequently appointed as a result of certification from a general employment eligible list to a position in a different classification than that from which laid off shall undergo the probationary period prescribed for the class to which appointed. Former probationary employees whose names were placed on a reemployment eligible list before they achieved permanent status shall start a new probationary period when appointed from a reemployment eligible list.
- 30.4 The appointing authority may terminate a probationary nurse at any time during the probationary period without right of appeal in any manner and without recourse to the procedures provided in Section 34 (Grievances) hereof, except when the nurse alleges that the termination was due to discrimination prohibited by county, state or federal statutes or regulations. If discrimination is alleged, the appeal or grievance shall be decided solely on the basis of whether or not the termination was due to discrimination; and unless it is determined that there was discrimination, the person or persons hearing the appeal or grievance shall not substitute their judgment for that of the appointing authority. In case of rejections during probationary periods, nurses shall be given written notice, with reasons therefor, at once.

The EPS Director may, upon request by a nurse rejected during probation, restore that nurse's name to the eligible list for that class. However, the nurse's name shall not be certified to the department from which rejected without approval of the department head.

- 30.5 Permanent nurses who transfer to another position in the same class shall not be required to undergo a new probationary period in the position into which transferred.

Nurses who transfer to a class in another series or in another department may be required by the department head to start a new probationary period. If a new probationary period is a condition for transfer, the nurse must sign a statement indicating an understanding of this fact prior to the effective date of the transfer. At the discretion of the EPS Director, examinations to demonstrate fitness may be required before transfers between separate classes can occur.

If a new probationary period is in force, the nurse shall have a window period of 28 days from the date of transfer to elect to return to his/her former position. Should a nurse be rejected at a point beyond the window period, and the nurse had prior permanent status, he/she shall have the right to return to their former department if a vacancy in their former classification exists. If no vacancy exists, such nurses shall be placed in the longest

standing vacancy, as determined by the requisition form date, County-wide. If no vacancy exists, such nurses shall displace the least senior employee as determined by Section 18. If no less senior position exists, then the nurse shall be removed from County service.

## **Section 31. Promotion**

### **31.1 Examinations**

- (1) Open Examinations: Any person who meets the minimum qualifications for the job classification may compete.
- (2) General Promotional Examinations: Permanent and probationary employees who have served at least six months in such status prior to the date of the examination are eligible to compete. Persons who have been laid off and whose names are on a reemployment list are also eligible provided they had served at least six months prior to lay off.

Persons in unclassified positions, who previously held positions in the classified service and who did not have a break in County service between the classified and unclassified appointments are eligible to compete provided that they have at least six months total service prior to the final date to file an application.

- (3) Departmental Promotional Examinations: Permanent and probationary employees of the specific department in which a promotional opportunity exists who have served at least six months in such status prior to the date of the examination are eligible to compete. Persons who have been laid off and whose names appear on the appropriate departmental reemployment eligible list are also eligible provided they had served at least six months prior to lay off.
- (4) Open and Promotional Examinations: Any person who meets the minimum qualifications for the job classification may compete. In addition, any person competing in this type of an examination, and who meets the criteria described in (2) above, shall have 5 points added to the final passing score.
- (5) Qualifying Examinations:
  - a. Qualifying examinations may be given to probationary and permanent County employees for specifically designed position reclassifications, transfers, demotions and alternately staffed classifications.
  - b. The name of an employee who has successfully passed a qualifying examination shall be placed on the eligible list for the classification for which examined. The Director may place the name of an employee on such eligible list with or without an examination score. If an examination score is assigned, such employee's rank on that eligible list shall be based on the examination score, as determined by the Director. Such examinations shall not require the publication of an examination notice.
- (6) Veterans preference shall not apply to promotional examinations.

### **31.2 Promotional Eligible Lists**

- (1) General Promotional Eligible Lists: The names of applicants successful in general promotional examinations shall be placed on general promotional eligible lists for the classifications examined.
- (2) Departmental Promotional Eligible Lists: The names of applicants successful in departmental promotional examinations shall be placed on departmental promotional eligible lists for the classifications examined.
- (3) These lists shall take precedence over General Eligible Lists.
- (4) If, at the time of termination, an employee's name appears on a promotional eligible list his/her name shall be removed from the promotional list and placed on the open competitive eligible list for that classification in accordance with his/her final score.

### 31.3 Probationary Period

Permanent nurses who are promoted to a higher classification shall undergo the probationary period prescribed for the higher class, but shall have the right, if rejected during their probationary period, to demote to their former class in their former department if a vacancy in their former class exists. If no such vacancy exists, the nurse shall be placed in the longest standing vacancy, as determined by the requisition form date, County-wide. If no County-wide vacancy exists, such nurse shall displace the least senior employee as determined by Rule XVI. If no less senior position exists, then the nurse shall be removed from County service. Trainees who are promoted to journey level classifications shall not have the right to revert to their former trainee class if rejected during the probationary period.

## **Section 32. Dismissal, Suspension or Demotion for Cause**

The appointing authority may dismiss, suspend or demote any nurse in the classified service provided the rules and regulations of the Civil Service Commission are followed. If he/she does not appeal such action to the Civil Service Commission within 14 days after receipt of such charges, as provided in the Charter, a permanent nurse shall have the right to appeal such action in accordance with the provisions of Section 34.2 (c) and (d) unless his/her objection to the action has been resolved earlier in accordance with Section 34.2 (a) or (b).

## **Section 33. Reallocation of Position**

Upon reclassification of filled positions the EPS Director shall determine whether the action constitutes an upward, lateral or downward movement of the level of the position.

- (1) Downward: The incumbent will be assigned to a vacant position in the same department in the same classification previously held. In lieu of reassignment, the incumbent may accept a demotion in the reallocated position. If neither of these options are exercised, the layoff procedure in the Civil Service rules will be employed.
- (2) Lateral: The status of the incumbent will remain unchanged in the classification to which the position is reallocated.
- (3) Upward: The EPS Director will grant status to the incumbent when either: 1) there has been no essential change in the duties and responsibilities of the position during

the individual's incumbency; or 2) there has been a gradual change in the duties and the incumbent has satisfactorily performed the higher level tasks for at least 6 months. If neither of the conditions listed above exist, the incumbent may be transferred, demoted, laid off or compete for the reallocated position as specified in the Civil Service Rules.

## **Section 34. Grievances**

34.1 A grievance is any dispute which involves the interpretation or application of any provision of this MOU, excluding, however, those provisions of this MOU which specifically provide that the decision of any County official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure. Any grievance will be terminated once an EEO complaint is filed on the issue being grieved.

34.2 Grievances shall be processed in the following manner:

(a) Step 1. Department Head and/or the Designated Representative

Any nurse who believes that he/she has a grievance may discuss the complaint with such management official in the department in which he/she works as the department head may designate. If the issue is not resolved within the department, or if the employee elects to submit the grievance directly to the Association recognized as the representative of his/her classification, the procedures hereinafter specified may be invoked, provided, however, that all complaints involving or concerning the payment of compensation shall be in writing to the EPS Director.

(b) Step 2. Employee Relations

Any nurse or any CNA official may notify Employee Relations in writing that a grievance exists, stating the particulars of the grievance and, if possible, the nature of the determination desired. Such notification must be received within 14 calendar days from the date of the nurse's or CNA's knowledge of an alleged grievance. Any grievance involving demotion, suspension or dismissal must be received within 14 calendar days of the postmarked date of written notice from the County of such action. Employee Relations shall have 14 calendar days to investigate the merits of the complaint, meet with CNA officials, and settle the grievance. No grievance may be processed under paragraph (c) below which has not first been filed and investigated in accordance with this paragraph (b).

(c) Step 3. Adjustment Board

If the parties are unable to reach a mutually satisfactory accord on any grievance which arises and is presented during the term of this MOU, CNA may advance the grievance to an Adjustment Board by submitting a written request to the EPS Director no later than 14 calendar days of postmarked receipt of written notice from Employee Relations that the grievance is denied at Step 2. The Adjustment Board shall be comprised of 2 representatives designated by CNA and 2 representatives designated by the County. Adjustment Boards shall be convened within 14 calendar days from the date notification from the Association is received.

(d) Step 4. Arbitration

If an Adjustment Board is unable to arrive at a majority decision, either CNA or the County may require that the grievance be referred to an impartial arbitrator, if within

14 calendar days of the date upon which the Adjustment Board hearing was held, the moving party notifies the other in writing of its desire to arbitrate. The question shall be submitted to an arbitrator mutually agreed upon by the parties or, failing mutual agreement, to that arbitrator who is selected by lot from an agreed upon panel. The fees and expenses of the arbitrator and of the court reporter shall be shared equally by CNA and the County. Each party, however, shall bear the costs of its own presentation, including preparation and post hearing briefs, if any.

#### 34.3 Scope of Adjustment Board and Arbitration Decisions

- (a) Decisions of Adjustment Boards and arbitrators on matters properly before them shall be final and binding on the parties hereto, to the extent permitted by the Charter of the County.
- (b) No adjustment Board and no arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Association which has been certified as the recognized employee organization for such unit and unless such dispute falls within the definition of a grievance as set forth in subsection 34.1.
- (c) Proposals to add to or change this MOU or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend or terminate this MOU, nor any matter or subject arising out of or in connection with such proposals, may be referred to arbitration under this Section. Neither any Adjustment Board nor any arbitrator shall have the power to amend or modify this MOU or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.
- (d) If the EPS Director in pursuance of the procedures outlined in 34.2 (b) above, or the Adjustment Board in pursuance of the provisions of 34.2 (c) above resolve a grievance which involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time. Should an arbitrator reinstate a discharged employee, the time off without back pay in excess of 30 days will be considered a leave of absence without pay.

#### 34.4 Compensation Complaints

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the EPS Director. Only complaints which allege that employees are not being compensated in accordance with the provisions of this MOU shall be considered as grievances. Any other matters of compensation are to be resolved in the meet and confer process and if not detailed in the MOU which results from such meet and confer process shall be deemed withdrawn until the meet and confer process is next opened for such discussion. No adjustment shall be retroactive for more than 60 days from the date upon which the complaint was filed.

No change in this MOU or interpretations thereof (except interpretations resulting from Adjustment Board or arbitration proceedings hereunder) will be recognized unless agreed to by the County and CNA.

#### 34.5 No Strike

CNA, its members and representatives, agree that it and they will not engage in, authorize, sanction or support any strike, slowdown, stoppage of work, curtailment of production, concerted refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound) or to perform customary duties; and neither CNA nor any representatives thereof shall engage in job action for the purpose of effecting changes in the directives or decisions of management of the County, nor to effect a change of personnel or operations of management or of employees not covered by this MOU.

#### 34.6 County Charter and Civil Service Commission

- (a) The provisions of this Section shall not abridge any rights to which an employee may be entitled under the County Charter, nor shall it be administered in a manner which would abrogate any power which, under the County Charter may be within the sole province and discretion of the Civil Service Commission.
- (b) All grievances of nurses in representation units represented by CNA shall be processed under this Section. If the County Charter requires that a differing option be available to the nurse, no action under paragraph (b) of subsection 34.2 above shall be taken unless it is determined that the nurse is not availing himself/herself of such option.
- (c) No action under paragraph (b) of subsection 34.2 above shall be taken if action on the complaint or grievance has been taken by the Civil Service Commission, or if the complaint or grievance is pending before the Civil Service Commission.
- (d) If any award by an Adjustment Board or arbitrator requires action by the Board of Supervisors or the Civil Service Commission before it can be placed in effect, the County Manager and the EPS Director will recommend to the Board or the Civil Service Commission, as appropriate, that it follow such award.

### **Section 35. Tuition Reimbursement**

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

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

Upon completion of the course the nurse must submit to the EPS Department a request for reimbursement accompanied by a copy of the school grade report or a certificate of completion. The EPS Department shall, if it approves the request, forward it to the Controller for payment. Reimbursement may include the costs of tuition and related fees, but may not include costs of

books or materials which become the property of the nurse.

### **Section 36. Personnel Files**

The County agrees to investigate and correct any factual inaccuracies which may exist within a Letter of Reprimand received by a nurse.

A nurse may request in writing that any Letter of Reprimand which is 3 or more years old be removed from his/her personnel file. Such request will be granted and confirmed in writing by Employee Relations provided the following conditions are met:

1. The personnel file does not contain any subsequent Letters of Reprimand or record of disciplinary action involving the same type of infraction.
2. The nurse has not been notified in writing of pending disciplinary action at the time the written request to remove said Letter(s) of Reprimand is received by Employee Relations.

The parties agree that the issuance or content of the Letter of Reprimand itself is not grievable, but that failure to adhere to the provisions of this Section 36 is grievable.

### **Section 37. Separability of Provisions**

In the event that any provision of this MOU is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of the MOU shall be null and void but such nullification shall not affect any other provision of this MOU, all of which other provisions shall remain in full force and effect.

### **Section 38. Past Practices**

Continuance of working conditions and practices not specifically authorized by ordinance or by resolution of the Board of Supervisors is not guaranteed by this MOU.

### **Section 39. Change in Civil Service Commission Rules**

If during the term of this MOU the County agrees with any other recognized employee organization to make changes in the Civil Service Commission Rules, any changes adopted by the Civil Service Commission shall be applied to the employees represented by CNA.

### **Section 40. State Disability Insurance**

Employees covered by this MOU are eligible for benefits pursuant to the State Disability Insurance Program.

### **Section 41. Mileage Reimbursement Policy**

Except where indicated below, the County does not reimburse nurses for home to work and work to home travel. Any disputes concerning the interpretation or application of the mileage reimbursement policy shall be referred to the EPS Director whose decision shall be final. The mileage rate is \$0.325 per mile. After notification is received from the IRS indicating a change in its allowable mileage rate, the County will increase its rate to coincide with the rate set by the IRS as soon as possible.

Definition of Regular Work Location:

The County facility(ies) or designated area(s) within the County where a nurse reports when commencing his/her regularly assigned functions.

Any County facility(ies) or designated area(s) to which a nurse is assigned for a period in excess of 10 consecutive work days shall ordinarily be considered a regular work location and, as such, not subject to employee mileage reimbursement. Temporary assignments which extend beyond 10 days may be considered for a mileage reimbursement eligibility extension not to exceed a total of 20 additional work days. All approval authority for extensions rests with the EPS Director whose decision shall be final.

A nurse is entitled to mileage reimbursement under the conditions specified below:

1. Once a nurse arrives at his/her regular work location, any subsequent work related travel in the nurse's own vehicle shall be eligible for mileage reimbursement.
2.
  - a) If a nurse uses his/her own vehicle for travel to and from any required training program or conference, the nurse shall be entitled to mileage reimbursement for all miles traveled unless the nurse is leaving directly from his/her residence, in which case the total shall be less the normal mileage to or from the nurse's regular work location.
  - b) If a nurse uses his/her own vehicle for travel to and from any optional work related training program or conference the nurse may, with department head approval, be eligible for mileage reimbursement up to the limits specified in paragraph "a" above.
3. A nurse who is required to travel from his/her residence to a location other than his/her regular work location shall be entitled to mileage reimbursement for all miles traveled less the normal mileage to or from his/her regular work location. For example: a nurse's residence is in Burlingame and regular work location is in San Mateo. Distance from home to work is 8 miles. Because of an early morning meeting, the nurse must travel from home to Redwood City, a distance of 21 miles. Based upon the above rule, the nurse would be entitled to 13 miles of reimbursement. This figure is arrived at by subtracting 8 miles (normal mileage from home to work) from 21 miles (distance from home to Redwood City).
4. A nurse who is required to engage in any work related travel at the conclusion of which the nurse's work day will be completed shall be entitled to mileage reimbursement for all miles traveled less the normal mileage from the regular work location to his/her residence. For example: A nurse's residence is in Palo Alto and regular work location is in Redwood City. Distance from home to work is 13 miles. The nurse has a meeting at the Hayward City Hall (31 miles) which will not conclude until 5:00 p.m. and therefore, the nurse will go directly home, a distance of 31 miles. Based on the above rule, the nurse would be entitled to 18 miles of reimbursement. This figure is arrived at by subtracting 13 miles (normal mileage from home to work) from 31 miles (distance from Hayward to home).

Any exceptions to the above policy may be considered on a case by case basis by the



EPS Director, whose decision shall be final.

## **Section 42. Retirement Plans**

42.1 Nurses in the non-contributory retirement plan, also known as Plan 3, and who have 5 years of continuous service with San Mateo County, shall be given the opportunity to transfer to the contributory retirement plan, also known as Plan 2\*. This change in plans covers future service only. Nurses may transfer from Plan 3 to Plan 2\* at any time after 5 years of continuous service. This selection must be made in writing and is irrevocable.

Nurses who transfer from Plan 3 to Plan 2\* shall not lose their years of continuous service for vesting purposes. Years of service in Plan 3 shall be added to years of service in Plan 2\* for vesting purposes in both plans.

Retirement Plan 2\* participants will be eligible for a maximum annual cost of living adjustment to the retirement benefit of 3% per year. There is no "banking" or "roll-over" of any cost of living adjustment in excess of the annual adjustment.

Retirement Plan 2\* participants hired on or after July 13, 1997, will be eligible for a maximum annual cost of living adjustment to the retirement benefit of two percent (2%) per year. There is no "banking" or "rollover" of any cost of living adjustment in excess of the annual adjustment. The participants' retirement annuity shall be calculated on their average salary for their 36 highest consecutive months of service.

*\*This refers to modified Plan 2 as set forth in Ordinance Code Section 2.168.070.*

42.2 The County will implement the 2%@55 retirement enhancement (Government Code Section 31676.16) for employees in the General Retirement Plan on or before September 7, 2003. This implementation is contingent on reaching agreement with all employee organizations representing employees in the General Retirement Plan or on enactment of legislation enabling implementation of such benefits by individual bargaining unit.

The County will implement the 2%@55.5 retirement enhancement (Government Code Section 31676.14) for employees in the General Retirement Plan in March, 2005. This implementation is contingent on enactment of legislation enabling the determination of member contribution rates to be based upon an annuity of 1/120 of final pay per year of service at age 55. This implementation is further contingent on reaching agreement with all employee organizations representing employees in the General Retirement Plan or on enactment of legislation enabling implementation of such benefits by individual bargaining unit.

The benefit enhancement under Government Code section 31676.16 (2%@55) shall be applicable only to those employees who retire after the County's implementation of section 31676.16. The benefit enhancement under Government Code section 31676.14 (2%@55.5) shall be applicable only to those employees who retire after the County's implementation of section 31676.14.

The enhancements will apply to all future service and all service back to the date

of employment pursuant to the Board of Supervisor's authority under Government Code section 31678.2(a). Government Code section 31678.2(b) authorizes the collection, from employees, of all or part of the contributions by a member or employer or both, that would have been required if either section 31676.16 or 31676.14 had been in effect during the time period specified in the resolution adopting either section 31676.16 or 31676.14, and that the time period specified in the resolution will be all future and past general service back to the date of employment. Based upon this understanding and agreement, workers will share in the cost of the 31676.16 or 31676.14 enhancements through increased retirement contributions by way of payroll deductions as follows:

- Effective August 31, 2003, employees shall contribute 1% of compensation earnable as defined in SamCERA regulations
- Effective August 29, 2004, employees shall contribute an additional 1% of compensation earnable as defined in SamCERA regulations for a total of 2%
- Effective March 13, 2005, employees shall contribute an additional 1% of compensation earnable as defined in SamCERA regulations for a total of 3%

The County will pay a general wage increase of pay as set forth in Section 8.1 of this MOU, and it is understood and agreed that this wage increase will help employees pay the increased retirement contributions set forth above.

Employees who are employed prior to the effective date of the implementation of section 31676.16 (2%@55) and who retire before the implementation date of section 31676.14 (2%@55.5) and who are eligible to receive a higher benefit under the current formula set forth in section 31676.1, will receive the higher benefit and a refund of any increase in contributions plus interest resulting from the implementation of Government Code section 31676.16.

Implementation of the improvements to the retirement plans described in sections 42.1 and 42.2 shall be made in accordance with the policies and practices of the Retirement Board and any disputes relative to implementation procedures shall be settled by the Retirement Board, whose decision shall be final.

Made and entered into this \_\_\_\_\_ day of April, 2003.

**CALIFORNIA NURSES ASSOCIATION      COUNTY OF SAN MATEO**

\_\_\_\_\_  
Rose Ann DeMoro  
*Executive Director*

\_\_\_\_\_  
John Maltbie  
*County Manager*

\_\_\_\_\_  
Leslie Holley-Brosnan  
*Labor Representative*

\_\_\_\_\_  
Mary Welch  
*Employee and Public Services Director*

\_\_\_\_\_  
Joann Ames

\_\_\_\_\_  
Tim Sullivan  
*Employee Relations Manager*

\_\_\_\_\_  
Maryanne Deresinski

\_\_\_\_\_  
Kathi Palange

\_\_\_\_\_  
Nancy Rose

\_\_\_\_\_  
Mary Hansell

\_\_\_\_\_  
Luz Estrada

\_\_\_\_\_  
Lyn Marshall

\_\_\_\_\_  
Barbara Kinsey

## **Exhibits**

## Salary Rates - California Nurses Association

### Effective January 9, 2000

Class Code	Classification Title	Salary Range	Salary				
			A Step	B Step	C Step	D Step	E Step
F012	Charge Nurse	3399		\$2,300.00	\$2,432.00	\$2,571.20	\$2,719.20
F011	Clinical Nurse	3399		\$2,300.00	\$2,432.00	\$2,571.20	\$2,719.20
F049	Community Mental Health Nurse	3097			\$2,216.00	\$2,343.20	\$2,477.60
F009	Nurse Practitioner	3837		\$2,596.80	\$2,745.60	\$2,903.20	\$3,069.60
F021	Nurse Practitioner Trainee	3089					\$2,471.20
B099	Nurse Practitioner - Unclassified	3837		\$2,596.80	\$2,745.60	\$2,903.20	\$3,069.60
F040	Public Health Nurse	3414		\$2,310.40	\$2,443.20	\$2,583.20	\$2,731.20
B100	Public Health Nurse - Unclassified	3414		\$2,310.40	\$2,443.20	\$2,583.20	\$2,731.20
F038	Senior Public Health Nurse	3612		\$2,444.80	\$2,584.80	\$2,732.80	\$2,889.60
F016	Staff Nurse	3097		\$2,096.00	\$2,216.00	\$2,343.20	\$2,477.60
F017	Staff Nurse Trainee	2343					\$1,874.40
B175	Staff Nurse - Unclassified	3097		\$2,096.00	\$2,216.00	\$2,343.20	\$2,477.60

### Effective January 7, 2001

Class Code	Classification Title	Salary Range	Salary				
			A Step	B Step	C Step	D Step	E Step
F012	Charge Nurse	3552		\$2,404.00	\$2,541.60	\$2,687.20	\$2,841.60
F011	Clinical Nurse	3552		\$2,404.00	\$2,541.60	\$2,687.20	\$2,841.60
F049	Community Mental Health Nurse	3236			\$2,315.20	\$2,448.00	\$2,588.80
F009	Nurse Practitioner	4010		\$2,712.80	\$2,868.80	\$3,033.60	\$3,208.00
F021	Nurse Practitioner Trainee	3228					\$2,582.40
B099	Nurse Practitioner - Unclassified	4010		\$2,712.80	\$2,868.80	\$3,033.60	\$3,208.00
F040	Public Health Nurse	3568		\$2,414.40	\$2,552.80	\$2,699.20	\$2,854.40
B100	Public Health Nurse - Unclassified	3568		\$2,414.40	\$2,552.80	\$2,699.20	\$2,854.40
F038	Senior Public Health Nurse	3775		\$2,554.40	\$2,700.80	\$2,856.00	\$3,020.00
F016	Staff Nurse	3236		\$2,189.60	\$2,315.20	\$2,448.00	\$2,588.80
F017	Staff Nurse Trainee	2448					\$1,958.40
B175	Staff Nurse - Unclassified	3236		\$2,189.60	\$2,315.20	\$2,448.00	\$2,588.80

### Effective January 6, 2002

Class Code	Classification Title	Salary Range	Salary				
			A Step	B Step	C Step	D Step	E Step
F012	Charge Nurse	3694		\$2,499.20	\$2,642.40	\$2,794.40	\$2,955.20
F011	Clinical Nurse	3694		\$2,499.20	\$2,642.40	\$2,794.40	\$2,955.20
F049	Community Mental Health Nurse	3365			\$2,407.20	\$2,545.60	\$2,692.00
F009	Nurse Practitioner	4170		\$2,822.40	\$2,984.00	\$3,155.20	\$3,336.00
F021	Nurse Practitioner Trainee	3357					\$2,685.60
B099	Nurse Practitioner - Unclassified	4170		\$2,822.40	\$2,984.00	\$3,155.20	\$3,336.00
F040	Public Health Nurse	3711		\$2,511.20	\$2,655.20	\$2,808.00	\$2,968.80
B100	Public Health Nurse - Unclassified	3711		\$2,511.20	\$2,655.20	\$2,808.00	\$2,968.80
F038	Senior Public Health Nurse	3926		\$2,656.00	\$2,808.80	\$2,970.40	\$3,140.80
F016	Staff Nurse	3365		\$2,276.80	\$2,407.20	\$2,545.60	\$2,692.00
F017	Staff Nurse Trainee	2546					\$2,036.80
B175	Staff Nurse - Unclassified	3365		\$2,276.80	\$2,407.20	\$2,545.60	\$2,692.00

April 9, 2003

Leslie Holley-Brosnan  
California Nurses Association

Dear Ms. Holley-Brosnan:

This letter shall confirm certain understandings reached in negotiations for a Memorandum of Understanding covering the period of March 29, 2003, through March 25, 2006.

1. Direct Deposit shall be mandatory for all nurses hired after January 8, 2000.
2. Eight-Within-Eight Schedule. Staff Nurses in Surgery, PAR, and SSU who worked an eight-within-eight-hour shift on or before July 11, 1991 shall have the option of continuing such shift under the following conditions:
  1. Meal breaks for Staff Nurses electing to remain on an eight-within-eight shift will be predicated on workload and will not be at set times. The time of meal breaks will be determined by the Nurse Manager/Charge Nurse.
  2. Meal breaks must be taken at the nurse's work station. Under no circumstances will the Staff Nurse leave the work area during meal breaks.
  3. Once an eligible Staff Nurse elects not to remain on the eight-within-eight shift, the Nurse's eligibility to return to such shift expires.
3. Staffing/Acuity

It is understood by the parties that the County's intent is to provide safe, quality care to the members of the community it serves. It is further understood that Registered Nurses working in the various County health care facilities are committed to delivering such quality care.

Accordingly, the parties agree that a Nurse shall not practice, nor shall the Nurse be required to practice, in any manner which is inconsistent with the above or which places the Nurse's license in jeopardy.

In order to assure that County patients can receive safe care and that nurses can work in an environment conducive to optimal use of their skills and experience as well as all available resources, the County agrees that:

1. No Nurse shall be required to work in an area other than her/his regularly-assigned area unless s/he has received orientation or has worked in that area within the 6 month period immediately prior to the request to work in this area;
2. Throughout any shift, the Charge Nurse, or the "acting charge" RN, will be available as a resource to the nursing and assistive personnel on that shift.
3. When a staffing shortage for a particular shift exists, or when there are allegations of improperly trained staff, the Nurse Manager and/or Nursing Supervisor and the Charge Nurse will meet as soon as possible to discuss the patient care needs and

the staffing available on the unit. If, after this discussion, there is not enough staff on the unit according to the acuity system, reasonable efforts will be made to call extra staff by management, staffing office or Charge Nurse.

4. A Nurse may complete an Assignment Despite Objection (ADO) form and may have it countersigned by other RN's working on that shift. The nursing supervisor shall be notified as soon as possible after the shift begins or as soon as possible after the event which gives rise to the need for completing an ADO form. ADO forms shall be available at the unit/department nurses' station in a location accessible to all shifts.
  5. In any unit/nursing area where more than 1 ADO form has been completed in the course of any 7 day period on one unit the Nursing Director of the facility will meet with the nursing manager, staff and/or individual RN(s) of that unit to discuss and attempt to resolve the acuity/staff mix concerns within 10 calendar days of the date a request for such meeting is received by the Director. A representative of the Association will be present at these meetings.
  6. The Hospital's acuity staffing system provides guidelines for making staffing decisions which will be reviewed every eight hours by the Nurse Manager/Supervisor prior to making staffing decisions.
  7. In the event the Professional Performance Committee identifies a pattern that indicates staffing does not address patient needs, the PPC representative shall bring the issue to the attention of the appropriate Nurse Manager who will review the issue and provide a written response to the PPC representative within two weeks. If the Nurse Manger's response does not resolve the issue, the PPC will make recommendations for action to the Director of Nursing or Clinic Director who shall provide a written response within two weeks or meet with the PPC at their next meeting to discuss the issues.
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4. Overtime Issues. The Association agrees that calling in sick after having worked an extra shift on a prior day in the same work week for the purpose of receiving overtime compensation while actually working only forty hours is not an acceptable practice, and that, when a pattern of such incidents occurs with an individual nurse, the employer may legitimately limit that nurse's access to voluntary overtime.
  5. Geographical Transfers. If it becomes necessary to transfer permanently one or more employees from one geographical location to one or more work locations in different cities, employees at the original geographical location who are working in the affected classifications shall be given the opportunity to express their desires for transfer. In such cases the division head shall give consideration to length of service and transportation factors along with such job related criteria as he/she deems appropriate. Nothing shall preclude a division head from temporarily assigning employees to work at a different geographical location when prompt action is required by the needs of the County. The County shall discuss these criteria with the Association before selecting employees for geographical transfers.
  6. Part Time Nurse Committee. Management agrees to meet with CNA to discuss and attempt to resolve concerns regarding Part-time Nurses (hours worked vs. benefit status).

CNA may designate up to 3 bargaining unit members who will be paid at the straight time rate to participate in these meetings. Paid attendance must occur during the nurses' non-work hours and must not result in back-filling behind nurses attending. The County's Employee Relations Manager will also participate in these meetings.

7. Children of Custodial Grandparents. Grandchildren of custodial grandparents are eligible dependents on all health, dental, and vision plans, whether or not formal adoption has occurred. This eligibility is contingent on the following two factors: (1) documentation of primary responsibility; and (2) approval of the affected health, dental, or vision plan.
8. An LVN will not be "in charge" at the jail and will not perform duties that are not defined within their scope of practice.

If the foregoing is in accordance with your understanding, please indicate your acceptance and approval in the space provided below.

Dated: \_\_\_\_\_

**APPROVED AND ACCEPTED:**

California Nurses Association

County of San Mateo

\_\_\_\_\_

\_\_\_\_\_





January 9, 2000

Barbara Abitsch, RN  
Chief Nurse Representative, CNA

Dear Ms. Abitsch:

It is the County's policy and goal that all workers shall be treated with respect and dignity. To that end, managers, supervisors and line workers will each have an obligation of mutual respect.

This shall not prevent a manager or supervisor from providing training or correction to workers and shall not prevent a line worker from responding on their own behalf or offering their personal opinion on the subject under discussion. However, each is expected to do so in a civil manner and without name-calling or demeaning tone. Correction of work performance, when given by a supervisor, shall normally be done in private.

Sincerely,

Mary Welch  
Employee and Public Services Director

**455 County Center  
Redwood City  
CA 94063-1663**

**5th Floor:**  
**Administration**  
**Commission on the**  
**Status of Women**  
**EEO/Affirmative Action**  
**Employee Relations**  
Phone (650) 363-4321  
Fax (650) 363-4822  
**Benefits**  
Fax (650) 599-1573  
**Purchasing**  
Fax (650) 599-1702  
**Risk Management**  
Fax (650) 363-4864

**1st Floor:**  
Phone (650) 363-4343  
Fax (650) 363-4219  
**Personnel Services**  
**Individual and**  
**Organizational**  
**Development**  
**Copy and Mail Services**  
**Revenue Services**  
Phone (650) 363-4155  
Fax (650) 363-4850  
**Animal Licensing**  
Phone (650) 363-4155  
Fax (650) 599-1021

**400 County Center  
Redwood City  
CA 94063-1662**

**Public Safety**  
**Communications**  
Phone (650)363-4915  
Fax (650)363-1819