

# MEMORANDUM OF UNDERSTANDING

COUNTY OF MONTEREY  
&  
SERVICE EMPLOYEES'  
INTERNATIONAL UNION,  
LOCAL 817  
(HEALTH CARE UNIT EMPLOYEES)

UNIT H  
APRIL 5, 1999 TO APRIL 4, 2002

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## **MEMORANDUM OF UNDERSTANDING**

Between the County of Monterey and the Service Employees International Union, Local 817 pursuant to Government Code Section 3500 et seq.

### **1. PARTIES**

This agreement is made and entered into between the County of Monterey (herein called the "County"), and the Service Employees International Union, Local 817 (herein called the "Union").

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

### **2. RECOGNITION**

The County recognizes the Union as the sole and exclusive bargaining agent for all permanent employees in classifications listed in the Health Care Representation Unit.

#### **A. RELATIONSHIP AFFIRMATION**

The Union recognizes its obligation to cooperate with the County to assure maximum service of the highest quality and efficiency to the citizens of Monterey County, consonant with its obligations to the workers it represents. The County and the Union affirm the principle of harmonious labor-management relations are to be promoted and furthered. The County and the Union agree that each employee shall be treated equally and fairly, and with dignity and respect.

This Section shall not be subject to the grievance procedure.

#### **B. MONTEREY COUNTY VALUES**

The County and Union affirm the Monterey County Values as presented to the Board of Supervisors on February 5, 1999; specifically,

- We are committed to assuring honesty and integrity in all County actions.
- We are committed to providing top quality customer service.
- We are committed to practicing continuing innovation.
- We are committed to treating our fellow employees, customers and residents with respect and courtesy at all times.

#### **C. SEIU LOCAL 817 VALUES**

We stand for economic and social justice. We stand for having a voice on the job and in society. We stand for a secure job with the opportunity to advance. We stand for dignity and respect. We stand united.

### **3. TERM**

The term of this Memorandum of Understanding is from April 5, 1999 to April 4, 2002, when said Memorandum shall expire and be of no further force or effect.

#### **4. NONDISCRIMINATION**

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without discrimination because of race, color, sex, age, disability, sexual orientation, national origin, religious affiliation or Union membership.

Employees may elect to exercise their right to join and participate in the activities of the Union for the purposes of representation in all matter of their working conditions and employer-employee relations. The parties agree that there shall be no restraint, coercion, or interference with any employee with respect to or because of the employee's membership in said Union.

The Union and the County agree to support the Equal Opportunity Program established by the County and that there shall be no discrimination within their respective organizations because of race, creed, sex, sex preference, color, national origin, age, disability or political belief.

Any party alleging a violation of their rights under this article may file a grievance under Article 24, or a complaint under the County procedure for processing an Employment Discrimination Complaint and shall have the burden of proving the existence of a discriminatory act or act and of proving that, but for such act or acts, the alleged injury or damage to the grievant would not have occurred.

#### **5. UNION RIGHTS**

##### **A. REPRESENTATION**

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

The Union shall be given reasonable release time for eight (8) bargaining unit members to meet and confer with the County. The Union will not select more than one representative from a particular unit or hospital department for any one meet and confer session (the NMC Emergency Room and Specialty Clinics are not to considered one nursing unit for purposes of this section).

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

B. SEIU OFFICIAL REPRESENTATIVES

Union Representatives who are County employees may utilize time during normal working hours for meeting and consulting with authorized representatives of the County subject to advanced scheduling. Advance scheduling means at least forty-eight (48) hours notice from the Union, except in special circumstances.

The employee's supervisor shall have the discretion to grant such reasonable release time to bargaining unit members to meet on matters of mutual concern.

C. STEWARD PROGRAM

Union stewards shall mean permanent employees of a department within the same bargaining unit, who are members of and are designated by the Union to assist employees for the purposes of processing grievances. The Health Care Unit may select up to twenty (20) stewards.

Union agrees to notify the department head in writing of the names and titles of the departmental steward(s) representing employees in his/her department and shall send a copy of such notice to the Deputy CAO – Human Resources or his/her designee. Changes to this listing of stewards will be provided by the Union as they occur. Only employees named on the current list will be recognized by the County as stewards of the Union.

Stewards shall be subject to the following:

1. After obtaining approval from their supervisors, stewards shall be authorized a reasonable amount of time off without loss of pay to investigate and prepare grievances and disciplinary appeals of employees in the department to which the steward(s) are assigned subject to the restrictions in "I" below.
2. Stewards shall have the right to serve as a representative for employees in grievance matters in accordance with the grievance and disciplinary appeals provisions of this agreement. No more than one (1) steward may assist in the investigation or processing of the grievance.
3. Before performing grievance and disciplinary appeal work, the steward will obtain the permission of his/her supervisor and shall report back to his/her supervisor when the grievance or disciplinary appeal work is completed.
4. After receiving approval of his/her immediate supervisor, a steward shall be allowed reasonable time off during working hours, without loss of time or pay, to investigate, prepare and present such grievances and appeals. The immediate supervisor will authorize the steward to leave his/her work whenever the supervisor determines that the steward's absence will not interfere with the work of the unit. Where immediate approval is not granted, the supervisor shall inform the steward of the reasons for the denial and establish an alternate time when the steward can reasonably be expected to be released from his/her work assignment.

5. When a steward desires to contact an employee, the steward shall first contact the immediate supervisor of that employee, advise of the nature of the business, and obtain release by the supervisor to meet with the employee. When, in the best judgment of the supervisor, the investigation would interfere with the work of the unit, the supervisor will notify the steward when he/she can reasonably expect to contact the employee.
6. Stewards shall receive no overtime for time spent performing a function of a steward.
7. Stewards shall not conduct Union business on County time, except as specifically authorized by this Memorandum of Understanding.
8. Stewards shall be responsible for the full and prompt performance of their work load.
9. Stewards may represent employees against whom disciplinary action is pending subject to the following restrictions:
  - a. The Steward agrees that the issues which gave rise to the proposed disciplinary action are confidential in nature and will not be discussed with other employees, representatives of the news media, or others who do not have a direct need to know the details of the proposed discipline. The County may refuse to recognize or to deal with a steward who violates this confidentiality.
  - b. Department management may require that disciplinary representation in a particular disciplinary appeal only be accorded through stewards who are also employees of the same department or by a Union staff representative.

#### D. UNION ACCESS

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

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

E. BULLETIN BOARDS

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

- Union recreational, social, and related news bulletins;
- Scheduled Union meetings;
- Information concerning Union elections or the results thereof;
- Reports of official business of the Union including reports of committees or the Board of Directors; and
- All material shall clearly state that it is prepared and authorized by the Union. The Union agrees that notices posted on County bulletin boards shall not contain anything which may reasonably be construed as maligning the County or its representatives.

F. DUES DEDUCTION

- i. The County agrees to deduct dues as a single deduction for employees in the unit covered by this agreement and shall provide, as soon as possible, a second deduction slot for such other deductions as approved by the Union Board of Directors and authorized in writing by the individual employees concerned on forms currently accepted by the Auditor-Controller for such deductions.
- ii. For Employees in the unit who authorize Union dues deduction, the County shall automatically continue such dues deduction.
- iii. The County agrees to provide the Union the name, department, job class, and deduction status of all unit employees on a monthly basis by way of electronically readable media at such time as the County installs, for its own internal use, a means of transferring data from its main frame computer to IBM Displaywriter or Personal Computer Systems.

G. SERVICE FEE

- i. Service Fee Deductions

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

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

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

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

contractual obligation to authorize one of the payroll deductions.

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

ii. Service Fee as Condition of Employment

After May 7, 1988 all employees hired into the unit who fail to authorize a union dues deduction or service fee deduction must, as a condition of their continued employment, authorize a service fee deduction within thirty (30) days following the beginning of their employment. The employee may avail his/her self of the options set forth in "i" above. If an employee fails to meet this obligation the union will make written request to the County to take the necessary steps to separate that employee from County service. The County will inform the union of all new hires.

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

iii. Forfeiture of Deductions

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

iv. Financial Documentation

The Union has presented a demonstration that the legally permissible costs that may be charged as a service fee to a nonmember equals somewhat more than ninety-five percent (95%) of dues.

The County has not challenged that demonstration and agrees to deduct a service fee equal to ninety-five percent (95%) of dues.

v. Petition, Election and Challenge

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

A unit employee who is subject to the payment of a representation service fee hereunder has certain legal rights to object to that part of the fee payable by him or her which represents the employee's additional pro rata share of expenditures by the union that is utilized for expenditures not incurred for the purpose of performing the duties incident to effective representation in employer-employee relations. An employee wishing to exercise these rights must contact the Union office at 334 Monterey Street, Salinas, CA 93901.

The Union agrees that it will comply with legally required procedures for

administering the collection and disbursement of representation Service fees.

vi. Hold Harmless

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

vii. Enforcement/Severability

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

H. USE OF COUNTY MAIL SYSTEM

The Union may use the County mail system for the following limited purposes:

- To send communications to the Administrative Officer, department heads or other management personnel.
- To send communications to members of the Union Board of Directors and officially designated shop stewards. Such communications shall not be for or include other material to be distributed to general employees. No Union communications distributed at the workplace shall malign the County or its representative(s).

I. MONTHLY EMPLOYEE INFORMATION

The County agrees to provide the Union the Name, Department, Class, and payroll deduction status of all Unit employees on a monthly basis.

**6. SAFETY**

A. RULES AND REGULATIONS

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

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

B. COUNTY-WIDE HEALTH AND SAFETY COMMITTEE

The County and the Union shall participate in a county-wide Health and Safety Committee which will meet on a bimonthly basis to review county safety records, policies and programs, and make recommendations for the resolution of health and safety issues brought before them by either the County or the Union. Each party shall furnish the other the agenda items they wish to discuss one (1) week prior to any scheduled meeting.

C. HOSPITAL SAFETY COMMITTEE

A Hospital Safety Committee shall be formed which shall consist of an equal number of bargaining unit and management representatives and shall have members from the

following departments: Nursing, Engineering, Housekeeping, Infection Control and Administration. In addition to these core departments all departments shall be represented on a rotational basis. The committee shall meet on a quarterly basis, or more frequently as needed, or as requested by a majority of the committee. Seven (7) workdays prior to any meeting committee members will inform a management representative (to be designated) of those topics they wish to discuss at the upcoming meeting.

The Safety Committee will assist in developing guidelines for infectious disease control.

**D. HEPATITIS B VACCINATION**

The County will provide the full cost of the cost of the pre-exposure hepatitis B vaccination to health care workers who have a reasonable risk of exposure to blood, body fluids and tissue and two-thirds (2/3) of the cost of the pre-exposure hepatitis B vaccination to all other health care workers who request it. The County will provide the full cost of follow-up testing for the pre-exposure hepatitis B vaccination to health care workers who have a reasonable risk of exposure to blood, body fluids and tissue if and when such follow-up testing is recommended in guidelines issued by the Center for Disease Control.

**E. NON-GRIEVABLE**

This article is not subject to the grievance procedure.

**7. MANAGEMENT RIGHTS**

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

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

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

## **8. CALL-OFF**

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

Such temporary call-offs cannot be for more than one week at a time. During this time insurance benefits will continue.

Considering skill levels in each unit, the County will make a reasonable effort to ask for volunteers who can request time off by using PTO, compensatory time or leave without pay and to rotate call-off. The County shall make reasonable efforts to call per diem employees off first, considering patient care needs. Permanent employees may be required to float in lieu of call-off.

## **9. WAGES**

### **A. WAGE INCREASES**

Effective with the first pay period following ratification 1999, wages for Unit members shall be increased by five percent (5.0%).

Effective with the first pay period following April 4, 2000, wages for Unit members shall be increased by three percent (3.0%).

Effective with the first pay period following April 4, 2001, a sixth step of five percent (5.0%) will be established for all Unit salary ranges.

### **B. MILITARY SERVICE CREDIT**

Provided that there is no cost to the County, it is agreed Health Care Unit employees are eligible to participate in the Military Service Credit program being implemented as an amendment to the County's PERS contract.

## **10. OVERTIME**

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

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

Overtime shall be defined as time actually worked in excess of eighty (80) hours in a biweekly pay period for employees of Natividad Medical Center and as time actually worked in excess of forty (40) hours in a work week for employees of the Health Department.

For the purposes of this section paid holiday, vacation, Paid Time Off (except for the first day of unscheduled PTO--used for personal or family illness) and compensatory time off hours shall be considered as hours worked for the purpose of determining overtime.

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

B. Except as otherwise provided herein, employees in overtime eligible classes shall be compensated for overtime authorized by their appointing authority by either 1) compensatory time off at the rate of one and one-half (1 1/2) hours credit for each hour of overtime or, 2) in cash at the rate of one and one-half (1 1/2) times the employee's base rate of pay.

- Employees in overtime eligible classes shall be compensated for work in excess of twelve (12) consecutive hours in a twenty-four (24) hour period as authorized by their appointing authority by cash payment at the rate of two (2) times the employee's base rate of pay.
- The method of compensation shall be determined by the appointing authority after consulting the affected employee.

Credit for compensatory time off shall be reported on payroll sheets submitted to the Auditor-Controller each pay period, and a balance shall be kept on the employee's check stub. The use of compensatory time off shall be administered by the appointing authority except that an employee shall not be allowed to accumulate more than eighty (80) hours of compensatory time off, above which maximum all overtime compensation shall be paid in cash. (Overtime eligible employees shall be allowed to accumulate up to twenty-four (24) hours of compensatory time off.)

Effective April 1, 1995, an employee shall not be allowed to accumulate more than one hundred (100) hours of compensatory time off above which maximum all overtime compensation shall be paid in cash.

- C. Employees in overtime exempt classes shall not receive compensation for overtime except as may otherwise be authorized by the Board, but may be authorized administrative leave by their appointing authority or his/her designee in the event that County operations result in extraordinary work assignments for such employees. Such administrative leave shall not exceed two (2) working days in any pay period. The County Administrative Officer may approve additional administrative leave with pay, upon written request from an employee's appointing authority showing special circumstances warranting such leave. Such approval shall be given in writing.

Notwithstanding the above, effective July 1, 1990, employees in the class of Public Health Nurse or Senior Public Health Nurse shall be eligible to earn and accrue up to twenty-four (24) hours of compensatory time off at a straight time, hour for hour rate.

Public Health Nurse and Senior Public Health Nurse compensatory time-off accrual records shall be maintained by the Health Department. Hours will be banked only if management cannot adjust an employee's work schedule within a given pay period. Employees shall not be paid for unused banked time.

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

D. Special overtime provisions for certain classifications at Natividad Medical Center.

Notwithstanding the definition of overtime set forth above, employees of Natividad Medical Center in the following classes shall have overtime defined as time worked in excess of the employees' normal working shift of eight (8) hours or more.

- Cardiopulmonary Tech. I & II
- Clinical Laboratory Technologist
- Clinical Laboratory Assistant
- Licensed Vocational Nurse
- Nurse Anesthetist
- Nursing Assistant Technologist
- OB Technician
- Occupational Therapist I & II
- Pharmacist I
- Pharmacy Assistant
- Physical Therapist I & II
- Pre-Registered Nurse
- Radiologic Technologist
- Sr. Radiologic Technologist
- Sr. Clinical Laboratory Technician
- Sr. Cardiopulmonary Technician
- Staff Nurse I, II & III
- Surgery Technician

Notwithstanding any other provision of this Memorandum, time spent by employees in the above listed classes in unit meetings or mandatory in-service training classes shall be compensated at straight time.

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

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

## 11. SPECIAL PAY PRACTICES

### A. SHIFT DIFFERENTIAL

- i. Employees who are assigned to and work a shift with at least seven (7) hours between 2:00 p.m. and 11:00 p.m. shall be paid an eight (8) hours p.m. shift differential. Employees who are assigned to and work a shift with at least seven (7) hours between 11:00 p.m. and 7:00 a.m. shall be paid an eight (8) hour night shift differential.
- ii. Employees who are assigned to and work a shift less than seven (7) hours duration shall be paid P.M. shift differential if at least one-half (1/2) of their scheduled hours are worked between 6:00 p.m. and 11:00 p.m. and a night differential if at least one-half (1/2) of their scheduled hours are worked between 11:00 p.m. and 5:00 a.m.
- iii. All employees in the classes set forth below shall be paid a shift differential of ninety cents (\$.90) per hour for p.m. shift hours worked and one dollar and seventy five cents (\$1.75) for night shift hours worked.

- Cardiopulmonary Tech. I & II
- Sr. Cardiopulmonary Technician
- Staff Nurse I, II & III
- Pre-Registered Nurse

- Radiologic Technologist
- Sr. Radiologic Technologist
- Licensed Vocational Nurse
- Physical Therapist I & II
- Occupational Therapist I & II
- Clinical Laboratory Technologist
- Sr. Clinical Lab. Technologist
- Clinical Laboratory Assistant
- Pharmacist I
- Physician Asst./Nurse Practitioner

iv. All classifications listed below shall be paid sixty five cents (\$.65) per hour for p.m. shift hours worked and ninety cents (\$.90) per hour for night shift hours worked.

- Nursing Assistant
- OB Technician
- Physical Therapist
- Pharmacy Assistant

v. Classifications not listed in C or D of this article shall be paid fifty-five (\$.55) cents per hour for p.m. or night shift hours worked.

vi. Effective May 5, 1990, employees in categories C and D above shall be paid one dollar and fifty cents (\$1.50) per hour for p.m. shift hours worked and three dollars (\$3.00) per hour for night shift hours worked.

#### B. STANDBY

An appointing authority, after receiving written approval from the Administrative Officer, may place employees on standby duty. Standby duty refers to a situation where an off duty employee holds themselves available for immediate response as directed by management.

A. Employees placed on standby duty shall be paid two dollars twenty-five cents (\$2.25) per hour while on standby duty.

B. Notwithstanding (A) above, employees in the below listed classes shall be compensated for standby pay at the rate of two dollars twenty-five cents (\$2.25) per hour or one-half (1/2) of their current basic rate of pay whichever is greater but not to exceed seven dollars and twenty-five cents (\$7.25) per hour.

- Cardiopulmonary Tech. I & II
- Clinical Laboratory Assistant
- Licensed Vocational Nurse
- Nursing Assistant
- OB Technician
- Pre-Registered Nurse
- Pharmacist
- Senior Surgical Technician
- Staff Nurse I, II & III
- Surgery Technician
- Sr. Cardiopulmonary Technician
- Sr. Radiologic Technologist
- Sr. Clinical Lab. Technologist
- Radiologic Technologist
- Clinical Laboratory Technologist
- Health Educator

Effective May 5, 1990, standby pay rate for the classes listed above shall not exceed eight dollars and twenty-five cents (\$8.25) per hour. Effective April 6, 1991, compensation shall not exceed eight dollars and seventy-five cents (\$8.75) per hour.

C. Notwithstanding A and B above, employees in the class of Nurse Anesthetist shall be compensated at the rate of one-half (1/2) of his/her base rate of pay but not to exceed eleven dollars (\$11.00) per hour when placed on standby duty. Effective May 5, 1990, compensation shall not exceed twelve dollars (\$12.00) per hour. Effective April 6, 1991 compensation shall not exceed thirteen dollars (\$13.00) per hour.

D. Notwithstanding A, B and C above, Operating Room employees and Sonographer shall be compensated at the rate of one-half (1/2) of his/her base rate of pay but not to

exceed eight dollars (\$8.00) per hour when placed on standby duty. Effective May 5, 1990, compensation shall not exceed nine dollars (\$9.00) per hour. Effective April 6, 1991, compensation shall not exceed ten dollars (\$10.00) per hour.

- E. In reference to Section B, effective with the pay period beginning July 1, 1992, the County shall increase the Standby rate for those employees required to hold themselves available for immediate response to the Hospital (i.e., within 30 minutes) for work to one-half (1/2) of their current base rate of pay.
- F. Standby duty and compensation shall cease when the employee actually reports for duty. A minimum of one (1) hour of "on duty" pay shall be paid when an employee on standby status is called.
- G. No employee shall be paid for standby duty time and other compensable duty time simultaneously.
- H. It is expressly understood and agreed that management may exercise its right to float employees to any unit in lieu of call-off or standby. Employees placed on standby may likewise be required pursuant to Article 11.9 to float to any unit as required by workload needs. Such employees will receive the 5 percent (5%) float differential.

C.           TEN HOUR BREAK RULE

Employees of Natividad Medical Center who are assigned to work a second shift without a ten (10) hour break between shifts shall be paid a premium rate equal to one and one-half (1 1/2) times their regular basic rate of pay for hours worked in the second shift.

The ten (10) hour break rule shall not apply to: a) hours worked on call back when an employee has been on standby duty under the provisions of subsection 11.2 above; b) hours worked on an employees regular shift in cases where the additional time worked prior to the regular shift was for three (3) hours or less; c) when the short turnaround is requested by the employee.

D. UNSCHEDULED SHIFT PREMIUM

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

- Cardiopulmonary Tech. I & II
- Clinical Laboratory Technologist
- Clinical Laboratory Assistant
- Licensed Vocational Nurse
- Nurse Anesthetist
- Nursing Assistant
- Radiologic Technologist
- Sr. Clinical Lab. Technologist
- Staff Nurse I, II & III
- Surgery Technician
- Pharmacist I
- OB Technician

E. CALL BACK

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

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

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

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

*Answer:* Two (2) hours.

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

*Answer:* No.

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

*Answer:* Yes.

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

*Answer:* No.

F. SHOW UP TIME

Bargaining unit employees who report to work for their regular scheduled shift may be released from work for lack of work. The employee shall be entitled to a minimum of (2) hours pay.

G. BILINGUAL SKILL PAY

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

An employee occupying a primary bilingual position shall be paid a bilingual pay differential of forty dollars (\$40.00) per pay period.

An employee occupying a provisional bilingual position shall be paid a bilingual pay differential of twenty dollars (\$20.00) per pay period.

Effective the first pay period following April 4, 2000, an employee occupying a primary bilingual position shall be paid a bilingual pay differential of forty-five (\$45.00) per pay period.

Effective the first pay period following April 4, 2000, an employee occupying a provisional bilingual position shall be paid a bilingual pay differential of twenty-five (\$25.00) per pay period.

H. CHARGE PAY

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

I. FLOAT PAY

- i. Employees in the classes of Staff Nurse, Licensed Vocational Nurse, Nursing Assistant, and Surgery Technician who are regularly assigned to a specific ward or unit shall be paid a float differential of five (5%) percent of his/her base rate of pay for each hour he/she is assigned to float to another ward or unit provided that such float exceeds a minimum of two (2) hours.
- ii. Operating Room employees shall not be assigned to float to another ward or unit. At employee's option, an individual employee may float and will receive the five percent (5%) float differential.
- iii. RN responsibility when floating to new patient care unit or assigned to a new patient population.
  - a. Nurses will only be assigned those duties and responsibilities for which competency has been validated, as prescribed by the NMC Professional Standards Committee.
  - b. An RN who has demonstrated competency for the patient care unit will be responsible for planning and implementing patient care, providing clinical supervision, and coordinating the care given by LVN's and unlicensed nursing personnel, and for assigning an RN resource nurse for RN's and LVN's who have not completed competency validation for the unit.
  - c. RN's who have not completed the competency validation for the unit cannot be assigned total responsibility for patient care, including duties and responsibilities for planning and implementing patient care and providing clinical supervision and coordination of care given by LVN's and unlicensed

nursing personnel, until all standards for competencies for that unit have been met. The RN shall be required to accept a limited assignment of nursing care duties which utilizes his/her currently validated clinical competence.

- d. Employees required to float shall have the option of cross-training to units of their choice by designating their first, second and third priority areas. Considering skill levels in each unit, NMC shall make a reasonable effort to cross-train employees in one or more of their designated priority area, to rotate the float duty among staff members, and to float per diem employees first, considering patient care needs. NMC shall continue to make reasonable efforts to increase the staffing in the float pool.
- iv. It is the employee's responsibility to pursue and obtain competency skills training and validation for core competencies by attending required skills training provided by the Hospital.

#### J. PAY CHECK ERRORS

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

#### K. Y-RATE PROCEDURE

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

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

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

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

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

#### L. MILEAGE AND PUBLIC HEALTH NURSE TRAVEL TIME

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

If PHNs are requested to report to other than their normal work location, they will be entitled to mileage for any miles driven in excess of the mileage driven from their home to their normal work location when driving their personal vehicle. Further, if the mileage from their residence to the other than normal work location exceeds by more than thirty (30) miles one-way the distance from their residence to their normal work location, then, in such event, the additional time required to travel to the other than normal work location shall be considered as hours worked.

**M. MEAL BREAK**

If an employee is precluded from receiving any meal break, then such hours shall be compensated as regular hours.

**N. LICENSED VOCATIONAL NURSE I.V. DUTY**

LVNs who have been certified to start or superimpose IV's shall be entitled to a 5% premium when assigned to perform such duties. No LVN shall start or superimpose IV's without prior assignment.

**12. NO PYRAMIDING**

Premium rates that are expressed as a percentage of an employee's rate of pay, such as time and one-half (1-1/2) overtime which equals one hundred fifty percent (150%), shall be calculated based on the basic rate of pay as set forth by the Board of Supervisors. Special pay benefits (such as shift differential, bilingual, etc.) to which an employee may be entitled shall not be added to the pay base for the purpose of determining pay premiums based on a percentage of base pay. Further, except for special pay benefits expressed in flat dollar amounts, and double time for over twelve (12) hours, time and one-half (1-1/2) shall be the maximum rate of pay to which an employee may be entitled even though some portion of time worked may qualify for premium pay under more than one provision.

Further, overtime eligible hours are not included in base hours for determining eligibility for overtime payment under separate sub-sections of the contract.

**Example:** (Examples illustrate methods for computing overtime within a single pay period and do not represent standard employee schedules in any pay period).

1) An employee who earns overtime for working in excess of eight hours per day shall not have overtime eligible hours calculated as base hours for computing hours in excess of eighty.

	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri
<b>Hours Scheduled</b>				8	8	8	8	8		8	8	8	8	8
<b>Hours Worked</b>			12	12	8	8	8		8	8	8	8	8	
<b>Hours Paid</b>			14	14	8	8	8		8	8	8	8	8	

The last shift on Thursday is paid as straight time even though 88 hours have been worked in the pay period.

2) An unscheduled shift at premium pay is not included for purposes of determining overtime in excess of eighty hours per pay period:

	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri
<i>Hours Scheduled</i>			8	8	8	8	8				8	8	8	8
<i>Hours Worked</i>		8	8	8	8	8	8	8		8	8	8	8	
<i>Hours Paid</i>		8	8	8	8	8	12	12		8	8	8	8	

The last shift is not eligible for overtime despite a total of 88 hours worked in the pay period; the two unscheduled shifts are excluded from the base because they are premium paid hours.

3) Holiday worked at premium rates is not counted in base hours for computing overtime in excess of eighty; paid time off (holiday, vacation or sick) is counted in the overtime base:

	Sat	Sun	Mon	Tue	Wed	Thu	<i>Holiday</i>		Sat	Sun	Mon	Tue	Wed	Thu	Fri
<i>Hours Scheduled</i>		8	8	8	8	8	8H				8	8	8	8	8
<i>Hours Worked</i>		8	8	8	8	8	H				8	8	8	8	8
<i>Hours Paid</i>		8	12	8	8	8	8				8	8	8	8	8

The employee works the designated Monday holiday receiving at time and one-half, receives Friday off as a paid leave holiday and works an 11th shift in the pay period. Premium pay for the holiday is excluded from the overtime base hours, but the holiday off is included for a total of 80 regular pay hours and one overtime shift (the holiday worked).

### 13. INSURANCE

#### A. MEDICAL INSURANCE

##### *Monterey County Preferred Provider Organization (PPO)*

Permanent unit employees shall be eligible for the following:

<u>Option</u>	<u>Monterey County Contribution</u>
Employee:	\$263.00
Employee plus one dependent:	\$463.00
Employee plus family:	\$463.00

##### *Monterey County Employee Health Insurance Plan*

There shall be implemented the Monterey County Employee Health Plan (MCEHP) on or before January 1, 1999.

For full-time unit employees enrolled in MCEHP, the County shall, during the term of the current MOU, contribute 100 % of the premiums for employee and for the employee-

plus-one coverage, and the premium less fifty dollars (\$50.00) for family coverage.

This provision shall end with the term of the current MOU. This provision or a replacement provision shall be negotiated into a successor MOU.

***Alternative Benefit Option***

Effective January 1, 1999, eligible employees providing proof of alternative health insurance coverage shall be reimbursed up to:

<i>Option</i>	<i>Monterey County Contribution</i>
Employee:	\$263.00
Employee plus one dependent:	\$463.00
Employee plus family:	\$463.00

Administration of this option shall be subject to the guidelines attached as a sideletter to this Memorandum of Understanding.

By mutual agreement, County and Union agree to reopen this Article and meet and confer regarding its terms and conditions at any time during the term of this MOU.

**B. DENTAL INSURANCE**

County agrees to pay the employee-only premium for dental insurance during the term of this agreement.

**C. OPTICAL INSURANCE**

County agrees to pay the employee-only premium for optical insurance during the term of this agreement. Dependent optical coverage shall not be available.

**D. LIFE INSURANCE**

The County agrees to provide ten thousand dollars (\$10,000) in life insurance for employees. In addition, subject to the terms and conditions of the underwriters, an employee shall have the option to purchase at the current county rate additional life insurance equal to one and one-half (1 1/2) times his/her basic annual earnings or to a maximum of \$100,000.

**E. STATE DISABILITY INCOME PROTECTION PLAN**

It is agreed that unit employees shall be covered by the State Disability Income (SDI) Protection Plan at their expense. The SDI benefits shall be integrated with the County leave benefits. The following characteristics shall be in the plan:

- i. Subject to the provisions of the Paid Time Off article for those employees participating in PTO, the employee may use existing sick leave balances during the seven day waiting period.
- ii. Employees may also have the privilege of going on leave of absence without pay for up to six months while using SDI with the opportunity to request extension and may retain coverage in the County's health plan by paying the full premium.

**F. ADMINISTRATION OF INSURANCE PROGRAMS**

The County continues to have the right and the obligation to administer the various

insurance programs. These rights and obligations include but are not limited to the right to select the carriers and insurance claims administrators after prior meet and consultation with the Union. Changes in insurance carriers or administrators shall not result in any appreciable reduction in benefits. In the event a change in insurance carriers is made, an open enrollment period will be authorized. The County shall inform employees enrolled in dependent coverage and the Union of rate changes thirty days in advance by U.S. mail or paycheck.

**G. CONDITIONAL REOPENER**

In the event the County agrees to make modifications in the County Health Plan in negotiations with another employee organization, the County will offer to reopen discussions on this subject with the Union.

**H. DISABILITY LEAVE OF ABSENCE**

**i. State Disability Income Protection (SDI) Leave:**

Effective July 1, 1990, when an employee is on leave of absence and he/she is receiving state disability income (SDI) protection plan benefits, in addition to the period of time for which county contributions to health insurance continue as a result of the employee's use of twenty (20) hours or more sick leave per pay period, he/she shall receive one additional month of county paid medical insurance for the employee only for every eighty (80) hours of sick leave accrual balance he/she had as of the first day of continuous absence resulting from the condition which qualifies him/her for SDI benefits.

For an employee participating in the Paid Time Off Plan, he/she shall receive one additional month of county paid medical insurance for the employee only for every eighty (80) hours of sick leave accrual balance, or forty (40) hours of PTO he/she had as of the first day of continuous absence resulting from the condition which qualifies him/her for SDI benefits.

**ii. Workers Compensation:**

Effective July 1, 1990, when an employee on leave of absence is receiving Workers Compensation payments and he/she is utilizing integration of accrued sick leave to equal normal salary, he/she shall receive county paid medical insurance and his/her regular county contribution toward dependent medical insurance, if any, until he/she has zero (0) sick leave accrual balance.

**I. LONG-TERM DISABILITY PLAN**

Unit employees may purchase, at their own expense, long-term disability plan coverage effective June 1, 1992.

**J. PHYSICAL EXAMINATION**

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

**14. DEFERRED COMPENSATION**

The deferred compensation program is available to permanent employees in the Health Care Unit.

## **15. HOURS OF WORK**

### **A. FULL-TIME WORK**

- i. For purposes of calculating overtime, a work schedule of eighty (80) hours of work within a biweekly pay period of fourteen (14) consecutive calendar days is standard.
- ii. Regularly assigned work schedules vary depending upon hospital needs from 40 to 80 hours per pay period. Benefit eligible employees are budgeted for a minimum of forty (40) hours per pay period. Paid Time Off, sick leave, education leave, and retirement benefits shall accrue hour for hour for each hour worked in excess of the minimum of assignments.
- iii. Except as provided in 'D' below, a full-time work day is eight (8) sequential hours of work exclusive of a meal period of at least thirty (30) minutes. There will be a rest period of 15 minutes during each half-shift of four hours or more. A rest period is considered hours worked for pay purposes.
- iv. Alternate work schedules may be established by the appointing authority after consultation with the Union and the affected employee(s).
- v. Nothing in this article shall be considered as a guarantee of minimum hours or exemption from potential call-off under Article 8.

### **B. WEEKENDS**

Natividad Medical Center shall continue to make a reasonable effort to not schedule consecutive weekends unless an employee requests to be regularly scheduled to work weekends.

## **16. HOLIDAYS**

The following listed days shall be observed as legal holidays by Health Department employees and shall be considered as holidays under Article 18.9 for Natividad Medical Center employees during the term of this Memorandum:

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

If any of the above listed holidays falls on a Saturday, the preceding Friday shall be the holiday in lieu of the day observed. If one of the above listed holidays falls on a Sunday, the following Monday shall be the holiday in lieu of the day observed.

When December 24th actually falls on a Monday, Tuesday, Wednesday or Thursday, Christmas Eve shall be observed as a full County holiday. For those not working a Monday through Friday schedule, they will receive the same holiday benefits.

Permanent employees of the Health Department who work on a holiday shall, in addition to their regular rate of pay, be entitled to either a) compensatory time off on time and one-half basis for up to eight (8) hours, or b) time and one-half pay for up to eight (8) hours.

## **17. VACATION, HEALTH DEPARTMENT**

For employees of the Health Department appointed to a permanent position the following vacation schedule shall apply:

- 0-2 years of service                    12 days per year
- After 2 years of service                15 days per year
- After 10 years of service               20 days per year
- After 20 years of service               23 days per year

Effective July 14, 1990 the following schedule shall apply to Health Department employees with more than eighteen (18) years of service:

- After 18 years of service               23 days per year
- After 21 years of service               24 days per year
- After 25 years of service               25 days per year

The maximum annual vacation accrual for employees in the Health Care Unit shall be two hundred sixty (260) hours. Vacation shall continue to be administered in accordance with the procedures set forth in the Personnel Policies and Practices Resolution, except that vacation may be taken as earned during the first six (6) months of employment.

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

## **18. INVOLUNTARY LEAVE WITH PAY**

An employee may be placed on involuntary leave with pay and benefits for a period not to exceed twenty (20) working days upon determination by the County Administrative Officer that circumstances exist that make the immediate removal of the employee to be in the best interests of the County and that the employee cannot be effectively used in his/her job classification within the department.

## **19. PAID TIME OFF, NATIVIDAD MEDICAL CENTER**

### **A. PAID TIME OFF COVERAGE**

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

### **B. PAID TIME OFF DEFINED**

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

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

### **C. PAID TIME OFF ACCRUAL RATE**

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

- 0-5 years of service                    29 days per year
- After 5 to 10 years of service        34 days per year

- After 10 years of service 40 days per year

Permanent part-time employees shall accrue PTO benefits per hours paid in the ratio those hours bear to full time employment of 80 hours.

D. PAID TIME OFF ACCRUAL OPTION AFTER 10 YEARS

Effective January 1, 1989, after ten (10) years of service, permanent employees at Natividad Medical Center may exercise a one-time per year option to be effective January 1 of any calendar year to voluntarily reduce their PTO accrual rate to the "After 5 to 10 years of service" rate and in lieu of the higher rate of accrual for "After 10 years of service" receive an additional two percent (2%) of annual salary paid in the final pay period of each calendar year.

Employees who elect this option and then leave County employment for any reason will receive a pro-rated portion of the two percent (2%) for the year in which they terminate.

E. ADJUSTMENT IN PTO ACCRUAL ELIGIBILITY DATE

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

F. PAID TIME OFF ACCRUAL BALANCE MAXIMUM

The maximum PTO balance that is allowed is 400 hours.

G. PAID TIME OFF ADMINISTRATION OF ACCRUAL MAXIMUM (PTO)

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

H. PAID TIME OFF BUY BACK

Once each calendar year, during a window period established by the County, employees with over one (1) year of service may sell back to the County up to forty (40) hours of their paid time off leave in any calendar year if the following condition is met:

- The employee must have at least forty (40) hours of paid time off leave remaining after the "cash out" of some of their paid time off leave.

I. PAID TIME OFF: CONVERSION OF VACATION AND HOLIDAY BALANCE

Employees promoting into the unit or transferring into Natividad Medical Center with existing vacation and holiday comp. balances shall have such balances converted to PTO on an hour-to-hour basis.

J. PAID TIME OFF USAGE

i. Pre-scheduled Usage

Paid time off may be used upon prior request to and approval of management. Except where unforeseen circumstances prevent it, requests to use paid time off must be received no less than fourteen (14) days prior to the first (1st) day of requested paid time off usage.

ii. Usage rules for employees with sick leave balances

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

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

K. USAGE OF PAID TIME OFF ON HOLIDAYS

Holiday falls on a regularly scheduled day to work and employee does not work - number of hours in employee's regular shift deducted from PTO.

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

Holiday falls on scheduled day off and employee does not work--nothing is deducted since holidays are in PTO accrual rate.

Holiday falls on scheduled day off and employee works--no deduction from PTO bank and employee paid time and one-half for all hours worked.

L. PAY OFF OF PAID TIME OFF UPON SEPARATION

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

M. FAMILY SICK PAID TIME OFF

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

N. PAID TIME OFF (PTO) BEREAVEMENT LEAVE

Permanent and seasonal employees shall be granted use of accumulated Paid Time Off leave by their appointing authority because of the death of a father, mother, brother, sister, grandparent, grandchild, wife, husband, or child. Such absence by the employee shall be limited to five (5) working days per occurrence of paid leave. As a condition of granting leave for bereavement purposes, the appointing authority may request verification of the loss. At the discretion of the appointing authority, such leave may be granted because of the death of a mother-in-law, father-in-law, daughter-in-law, or son-in-law.

O. PAID TIME OFF (PTO) PARENTAL LEAVE

i. Maternity:

Normal pregnancy and/or complications arising from pregnancy shall be considered an illness and shall be included within the provisions of this section. An employee shall be eligible for leave of absence without pay for maternity leave of up to six (6)

months regardless of whether or not said employee has used all accrued leave. Said leaves of absence shall be approved in accordance with the provisions for approval of other types of leaves of absence without pay.

Employees on maternity leave shall have the right to return to the same position and job location within four (4) months of the commencement of the leave. The County will notify all employees on maternity leave of their shift assignment four (4) weeks prior to their return.

ii. Other Parental Leave:

A unit employee may request a leave of absence without pay in addition to any vacation or sick leave taken in the event of the birth of a son or daughter or the adoption of a son or daughter less than six (6) years of age. Said leave shall:

- Not be granted in addition to any maternity leave.
- Be granted to any one employee no more than one (1) time in any two (2) year period.
- Be granted to no more than one (1) employee as a result of the same birth or adoption.

Said leave shall be approved in accordance with the provisions for approval of other types of leave of absence without pay.

P. PAID TIME OFF SICK LEAVE VERIFICATION

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

**20. SICK LEAVE, HEALTH DEPARTMENT**

A. SICK LEAVE ACCRUAL RATE

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

B. ADMINISTRATION OF HEALTH DEPARTMENT SICK LEAVE

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

C. RETIREMENT PAY OFF

Upon retirement or death, an employee shall be paid his/her accumulated sick leave up to a maximum of five hundred (500) hours. In lieu of the cash out of sick leave, employees retiring may convert up to seven hundred fifty hours (750) of their accumulated sick leave to the purchase of individual only medical benefits under the County health plan.

D. HEALTH DEPARTMENT FAMILY SICK LEAVE

Permanent employees may be granted use of accumulated sick leave by their appointing authority because of illness of a father, mother, brother, sister, wife, husband, or child, provided in the judgment of the appointing authority, a medical condition exists which warrants the employee's personal attendance. In exceptional cases, such leave may be granted by the County for illness of grandparents, father-in-law, or mother-in-law when it can be demonstrated that a bonafide illness exists that warrants his/her personal

attendance during his/her normally scheduled work hours. The appointing authority may require a physician's certificate or other substantiating evidence that such illness exists. Such absence by the employee shall be limited to ten (10) working days in any fiscal year of paid leave when used for such purpose unless additional leave is provided under state or federal law.

E. HEALTH DEPARTMENT BEREAVEMENT LEAVE

Permanent and seasonal employees shall be granted use of accumulated sick leave by their appointing authority because of death of a father, mother, brother, sister, wife, husband, child, grandparent or grandchild. Such absence by the employee shall be limited to five (5) working days per occurrence of paid leave. As a condition of granting leave for bereavement purposes, the appointing authority may request verification of the loss. At the discretion of the appointing authority, such leave may be granted because of the death of a mother-in-law, father-in-law, daughter-in-law, or son-in-law.

F. HEALTH DEPARTMENT PARENTAL LEAVE

i. Maternity:

Normal pregnancy and/or complications arising from pregnancy shall be considered an illness and shall be included within the provisions of this section. An employee shall be eligible for leave of absence without pay for maternity leave of up to six (6) months regardless of whether or not said employee has used all accrued sick and vacation leave. Said leaves of absence shall be approved in accordance with the provisions for approval of other types of leaves of absence without pay.

Employees on maternity leave shall have the right to return to the same position and job location within four (4) months of the commencement of the leave. The County will notify all employees on maternity leave of their shift assignment four (4) weeks prior to their return.

ii. Other Parental Leave:

A unit employee may request a leave of absence without pay in addition to any vacation or sick leave taken in the event of the birth of a son or daughter or the adoption of a son or daughter less than six (6) years of age. Said leave shall:

- Not be granted in addition to any maternity leave.
- Be granted to any one employee no more than one (1) time in any two (2) year period.
- Be granted to no more than one (1) employee as a result of the same birth or adoption.

Said leave shall be approved in accordance with the provisions for approval of other types of leave of absence without pay.

G. VERIFICATION OF HEALTH DEPARTMENT SICK LEAVE

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

## **21. JURY DUTY**

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

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

## **22. WORKING OUT OF CLASSIFICATION**

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

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

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

## **23. PERSONAL PROPERTY REIMBURSEMENT**

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

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

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

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

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

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

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

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

## **24. GRIEVANCE PROCEDURE**

### **A. GRIEVANCE DEFINED**

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

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

The Union shall be entitled to file a grievance on behalf of an employee adversely affected by a grievable matter.

The Union may file a grievance on its own behalf only on those matters which pertain to the rights of the Union as an organization as specified in Article 5 of this agreement.

### **B. LIMITED GRIEVANCE PROCEDURE APPLICATION**

An employee shall be entitled to file a grievance which alleges that the County has failed to provide a specific condition of employment which is established by the Personnel Policies and Practices Resolution provided that the enjoyment of such right is not made subject to the discretion of the department head or the County, and provided further that the condition of employment which is the subject matter of the grievance is a matter within the scope of representation as defined in California Government Code Section 3504. Such limited grievances may not be appealed to arbitration.

### **C. NO DISCRIMINATION**

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

### **D. TIME LIMITS**

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

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

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

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

#### E. GRIEVANCE PROCEDURE STEPS

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

- The grievant shall first discuss the grievance informally with his/her immediate supervisor. The discussion shall be held within fifteen (15) working days of the action causing the grievance or of the date the action reasonably could have been expected to be known to the grievant. In no event shall any grievance be accepted for consideration more than six (6) months from the date of the action causing the grievance, regardless of the date the action became known to the grievant.
- Every reasonable effort shall be made to resolve the grievance at this level. The immediate supervisor shall verbally respond to the grievant within five (5) working days of the informal discussion between the grievant and supervisor.

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

- In the event the employee believes the grievance has not been satisfactorily resolved, the employee shall submit the grievance in writing on an agreed to prescribed form to the supervisor within ten (10) working days after receipt of the immediate supervisor's verbal response. The grievant shall file one (1) copy with the Human Resources Division. If the grievance is not presented within the time limits provided herein, it shall be deemed not to exist. Such written grievance shall:
  1. Fully describe the grievance and how the employee(s) was/were adversely affected;
  2. Set forth the section(s) of the Memorandum of Understanding, allegedly violated;
  3. Indicate the date(s) of the incident(s) grieved;
  4. Specify the remedy or solution to the grievance sought by the employee(s);
  5. Identify the grievant and be signed by the grievant;
  6. Identify the person, if any, chosen by the grievant to be his/her representative.
- No modifications in the basic violation being alleged pursuant to this grievance procedure shall be made subsequent to filing of a grievance unless mutually agreed to by both the County and the grievant or the grievant's representative. However, corrections in citations or other clarifying amendments can be made at any time by the grievant or the grievant's representative.
- Within seven (7) working days of receipt of the grievance, the immediate supervisor shall:
  1. Meet the grievant to discuss the grievance at the request of either party (i.e., the grievant, the grievant's representative or the supervisor);
  2. Deliver his/her written decision outlining the reasons behind the decision to the grievant and his/her representative within three (3) working days following the

meeting, if held, or, if no meeting was held, within ten (10) working days of the receipt of the grievance.

- Any grievance settled at this step shall be subject to the review and confirmation of the respective department head before the settlement may become effective. Such review will occur within five (5) working days or the grievance will automatically be moved to Step 3. In the event the department head does not confirm the settlement, the grievant may initiate Step 3 of this procedure.

*Step 3: Department Head Review*

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

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

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

*Step 4: Deputy CAO - Human Resources/Mediation*

- If a grievance is not settled at Step 3 of the procedure, the grievance may be appealed, in writing to the Deputy CAO - Human Resources or his/her designee within ten (10) working days from the receipt of the department head's written response. Said grievance appeal must specifically set forth the reason the answer(s) previously provided by management is/are not satisfactory. A meeting may be held by mutual agreement of the parties.
- Within ten (10) working days from receipt of the grievance, the Deputy CAO - Human Resources or his/her designee shall deliver his/her written decision to the grievant and his/her representative. Said decision shall be final and binding, except as provided in the Arbitration article.
- In the event a represented employee chooses to waive a hearing by the Deputy CAO - Human Resources or his/her designee, the Union on behalf of the employee shall, within the ten (10) day appeal period, make a written request to the Deputy CAO - Human Resources or his/her designee to seek within 10 working days the assistance of a mediator from the State conciliation service in an attempt to resolve the grievance. The mediator shall have no authority to resolve the grievance except by agreement of the Union and the County. In the event the grievance is not resolved, neither evidence nor concessions agreed to or offered during mediation shall be admissible at the subsequent hearing.

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

F. NOTICE OF MEETINGS

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

G. REPRESENTATION

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

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

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

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

H. GRIEVANCE WITHDRAWAL

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

I. GRIEVANCE RESOLUTION

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

Decisions on grievances where an employee represents him/herself shall not be considered precedent setting or binding with regard to any future grievances filed with respect to the same or similar matters.

J. RECONSIDERATION

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

K. CONSOLIDATION

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

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

L. PROCESSING GRIEVANCES

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

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

## **25. LAYOFF PROCEDURES**

### **A. POLICY**

The County may layoff an employee because of lack of work, lack of funds, material change in duties or organization, or in the interest of economy or causes outside the County's direct control. The County shall inform SEIU Local 817 regarding the effects of any planned reduction in force or layoffs which will affect the department's work force.

If it appears to a department that a reduction in force of three (3) or more employees within the bargaining unit may be required, the department shall contact the Union and offer to discuss the possible reduction and to invite suggestions for possible cost saving alternatives to layoffs. If alternatives to layoffs are not developed by the time the department determines a layoff should occur, the procedure outlined in Section 25.2 below shall be followed.

Departments and employees covered by other layoff procedures; i.e., Local Agency Personnel Standards, State Merit System, or Anti-recession Federal Regulations, shall be governed by those procedures.

The County shall give SEIU Local 817 written, advance notice of any layoff of a union member.

### **B. PROCEDURE**

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

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

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

No permanent employee within a department shall be laid off in any class if there are

temporary employees in an active status in the same class within that department.

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

i. Rank in Class Defined

Rank shall be defined as the length of continuous service in a class series as determined by County personnel records while occupying a permanent position within the County. Continuous service for purposes of ranking for layoff shall be defined to include work related injury leave of up to one (1) year's duration.

ii. Natividad Medical Center--Temporary Status Option

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

iii. Order of Layoff, Exception to Ranking Sequence

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

iv. Ranking in Previous Class

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

v. Demotion in Lieu of Layoff

In lieu of layoff, the department head may offer a permanent employee a demotion to any class for which the employee is qualified. Employees demoted in lieu of layoff pursuant to this paragraph shall not be eligible for the "Y" rating procedure. An employee who chooses a demotion in lieu of layoff shall have the right of restoration to his or her former class when an opening occurs and his or her ranking sequence warrants restoration subject to the provisions of Section 25. below.

C. NOTICE

Written notice of layoff shall be served on the affected employees in person or mailed by the United States Postal service to the employee's latest address on file with the County. The layoff notice shall be served or mailed at least twenty-one (21) calendar days prior to the expected effective date of separation unless delay results from consideration of demotion under the provisions of Section 24.2.4. The notice shall include:

- The reason for the layoff.
- The effective date of the action.
- A reference to the provisions governing reemployment.

- Notice that employment counseling is available.
- A copy of the notice shall be given to the Union.

D. REEMPLOYMENT OF EMPLOYEES LAID OFF.

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

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

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

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

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

E. RESTORATION OF BENEFITS FOR RECALLED EMPLOYEES

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

- Restoration of permanent status for employees who are rehired from a departmental recall list and class from which they were laid off, and who have completed their probationary period. For employees who have not completed their probationary period, credit for that portion which has been completed shall be given if rehired from a departmental recall list.
- Restoration of all sick leave credited to the employee's account on the date he/she was laid off.

- Credit for all prior service for the purpose of determining vacation accrual rates and service awards.
- Placement in the same step of the salary range the employee held at the time of layoff.
- Reinstatement of credit for service time (ranking) as of the date of layoff.

F. INSURANCE COVERAGE

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

G. APPEAL PROCEDURE (LAYOFF)

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

The Union, and only the Union, after making an attempt to resolve the matter informally, may within seven (7) days of the date of an alleged violation of this policy file a grievance for final consideration and determination at the department head level in accordance with the provisions of the grievance procedure in effect between the County and the Union. A grievance filed in accordance with this paragraph shall not be subject to Article 26, "Arbitration," of this agreement

**26. DISCIPLINE**

A. DISCIPLINARY ACTIONS

The appointing authority or his/her designee may take disciplinary action against any employee in the service of Monterey County provided that the rules and regulations prescribed herein are followed and that any permanent or seasonal employee who is not on any form of probationary status has the right to appeal pursuant to this section, except as herein provided. As used in this section, "disciplinary action" shall mean dismissal, involuntary leave, disciplinary demotion, reduction in salary, or formal written reprimand.

B. NOTICE OF DISCIPLINARY ACTION

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

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

The notice of proposed disciplinary action shall include the following:

- The nature of the disciplinary action;
- The effective date of the action;
- The causes for the action in ordinary, concise language with the dates and places thereof, when known;
- A statement that identifies the material upon which the action is based and states that it is available for inspection; and
- A statement advising the employee of his/her right to respond either verbally or in writing to the appointing authority or his/her designee imposing the disciplinary action prior to the effective date and the right to be represented in that response and reference to that section of this agreement titled "Appeals from Disciplinary Action" and a statement that members of the bargaining unit are represented by the Service Employees' International Union (SEIU) Local #817, and the address and telephone number of the Union office.

C. IMPLEMENTATION OF DISCIPLINE

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

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

The notice of disciplinary action shall contain the information in items A, B, C and D above and, in addition, shall include a statement as to the right of appeal and representation by a party of his/her own choice and shall include a referral to the section of this agreement concerning appeals from disciplinary action and shall include a statement that members of the bargaining unit are represented by SEIU Local #817 with the address and the telephone number of the Union office.

D. REPRIMAND

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

E. INVOLUNTARY LEAVE WITHOUT PAY

Any involuntary leave without pay invoked as a disciplinary action under this section against any employee in the County service, whether for one or more periods, shall not exceed sixty (60) calendar days in any one (1) calendar year; provided, however, that where a an employee is placed on an involuntary leave without pay because of criminal information or indictment filed against such employee, the period of involuntary leave

may exceed sixty (60) calendar days and continue until, but not after, the expiration of thirty (30) calendar days after the dropping of charges, or the judgement or conviction or acquittal of the offense charged in the complaint, or indictment has become final. An employee placed on such involuntary leave shall forfeit all rights, privileges, and salary while on such involuntary leave.

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

F. INVOLUNTARY LEAVE PENDING INVESTIGATION FOR DISCIPLINARY ACTION

An appointing authority or his/her designee may place an employee under his/her control on involuntary leave from his/her position at any time for reasons of investigation for disciplinary action. Such involuntary leave may be either with or without pay subject to the limits set forth in Section 26.6 and Article 18. Written notice of such involuntary leave shall be given to the employee as soon as possible but not later than seventy-two (72) hours after such action is taken. Such involuntary leave is not a disciplinary action and shall not be subject to appeal unless it, or any portion of it, subsequently becomes a disciplinary action. In the event an employee is placed on involuntary leave without pay under this section and the appointing authority takes no disciplinary action, he/she shall reinstate the employee to his/her position and restore all rights and privileges and back pay for the time lost during the involuntary leave.

G. REDUCTION IN SALARY

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

H. DISCIPLINARY DEMOTION

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

I. DISMISSAL

The continued tenure of each employee who has permanent status shall be subject to his/her satisfactory conduct and the rendering of efficient service. Should the cause for disciplinary action so warrant, an employee may be dismissed.

J. ABSENCE WITHOUT LEAVE SEPARATION

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

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

## K. STATUTE OF LIMITATIONS

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

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

## L. APPEALS FROM DISCIPLINARY ACTION

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

An employee who is eligible to appeal disciplinary actions under this section, may have other disciplinary appeal procedures available to them such as, but not limited to, the "LAPS" (Local Agency Personnel Standards) disciplinary appeal procedure. In such cases the employee must, at the time of filing of the initial appeal, indicate which appeal procedure he/she is filing under. This designation of appeal procedure at the time of filing shall constitute a binding election of that appeal procedure and an irrevocable waiver and forfeiture of any and all rights of appeal under any other procedure.

The written notice of appeal must:

- State the basis of the appeal and contain a specific admission or denial of each of the material allegations contained in the notice of disciplinary action, and;
- Be filed with the County Administrative Officer within ten (10) working days of the effective date of the disciplinary action, and;
- Indicate which of the available appeal procedures the appeal is being filed under (for instance the LAPS procedures or the procedures set forth in this Agreement.)

Appeals to arbitration shall only be filed by the Union.

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

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

The parties shall select a mutually acceptable arbitrator.

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

## **27. ARBITRATION**

### **A. GRIEVANCE ARBITRATION**

Within ten (10) working days from the receipt of the written decision resulting from a grievance heard by the Deputy CAO - Human Resources, or his/her designated representative as provided in Article 24, Grievance Procedure, of this agreement, the Union, and only the Union, may request that the grievance, as defined below, be submitted to arbitration as provided hereinafter.

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

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

- All matters relating to Equal Opportunity, Occupational Health and Safety or Workers' Compensation;
- "Interest" matters or matters within the scope of representation;
- Any matter for which a different appeals procedure is provided either by statutes, ordinances, resolutions or agreements;
- Grievances filed under the Limited Grievance Procedure Applications section of the Grievance Procedure of this agreement.

See Article 4, Nondiscrimination regarding discrimination grievances.

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

The parties shall select a mutually acceptable arbitrator.

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

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

## **28. PERSONNEL RECORDS**

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

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

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

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

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

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

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

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

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

## **29. TRANSFERS AND REASSIGNMENTS**

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

Transfer opportunities at Natividad Medical Center will be posted in a central location on each floor and will include work unit information.

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

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

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

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

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

### **30. CLASSIFICATION STUDY REQUESTS**

The Deputy CAO - Human Resources or his/her designee will review the status of pending classification studies requests with a staff member of the Union no more than once every ninety (90) calendar days.

The decision of the Deputy CAO - Human Resources or his/her designee with respect to the request shall not be subject to the grievance procedure.

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

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

If the denial or results of a study are not satisfactorily resolved with the analyst, the union may appeal in writing to the Assistant Personnel Director indicating the specific justification for appeal of the Analyst's decision. If the denial or results of a study are not satisfactorily resolved with the Assistant Personnel Director, the union may appeal in writing to the Deputy CAO - Human Resources or his/her designee indicating the specific justification for appeal of the Assistant Personnel Director's decision. Written appeals must be received by the Assistant Personnel Director or the Deputy CAO - Human Resources or his/her designee within ten (10) working days of the union's receipt of a response at the previous level. The decision of the Deputy CAO - Human Resources or his/her designee shall be final.

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

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

### **31. PROFESSIONAL COMMITTEE**

***Health Department PPC:*** Management of the Health Department shall meet with County employee representatives of Local #817 at mutually scheduled hours during normal business hours to discuss issues of mutual concern.

***NMC Professional Standards Committee:*** 1) The Professional Standards Committee will make policy recommendations and changes that establish and maintain the highest professional nursing standards. The Committee will make recommendations that relate to implementation and compliance with the requirements of all regulatory agencies. 2) The Professional Standards will include at a minimum three (3) staff nurses, two (2) Licensed Vocational Nurses, four (4) Nursing Managers, and the Assistant Hospital Administrator of Nursing Services. SEIU Local 817 shall appoint one of the Staff Nurse representatives and one of the LVN representatives to the Committee. 3) The Committee shall meet once a month, or at least ten (10) times per year or more frequently as needed or requested by a majority of the Committee. Seven (7) days prior to any meeting, Committee members shall inform the Assistant Hospital Administrator of Nursing Services of those topics they wish to

discuss as the upcoming meeting. Nurses will receive straight time for any meeting(s) which may occur on non-work time, not to exceed two (2) hours per month per employee.

### **32. EDUCATIONAL LEAVE**

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

All bargaining unit employees shall be granted one (1) day of educational leave for every five (5) continuing education units (CEUs) or inservice hours required by their license and/or certification per year, up to a maximum of five (5) days.

*Example:* as of April 2, 1992, the licensure requirement of Staff Nurses is 30 hours of CEUs/2 years; Staff Nurses shall then be granted three (3) days of educational leave per year.

Employees hired or promoted into a unit job class shall, on the first pay period concurrent with or following their date of hire, be credited a pro rata amount, to the nearest full hour, of educational leave based on the number of pay periods remaining in the calendar year. No less than eight (8) hours shall be credited.

Part-time employees shall accrue educational leave on a pro rata basis per hours paid in the ratio those hours bare to full time employment of eighty (80) hours.

Educational leave not used during any year may not be used during the following year. Employees shall not be paid for unused educational leave.

Public Health Nurses shall have the right to determine course which they pursue under Educational Leave so long as they meet CEU requirements.

### **33. USE OF VOLUNTEERS**

No volunteer program shall have the effect of displacing any county employee. The County shall meet with the Union to discuss any county-wide volunteer program before implementing such a program.

### **34. CONTRACTING OUT**

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

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

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

### **35. PROBATIONARY PERIOD**

The duration of the probationary period for a newly appointed employee will be a minimum of twelve (12) months. Employees who have not worked 2,080 hours at the end of twelve (12) months will remain on probationary status for a minimum of either 2,080 hours worked or eighteen (18) months, whichever comes first. The duration of the probationary period for employees newly appointed after July 1, 1990, will be nine (9) months.

Employees who have not worked one thousand five hundred sixty (1,560) hours at the end of nine (9) months will remain on probationary status for either one thousand five hundred sixty (1,560) hours worked or twelve (12) months, whichever comes first. Provided, however, employees transferred within the same class between the Health Department and Natividad Medical Center after July 1, 1990 shall serve a probationary period of six (6) months. Such employees who have not worked one thousand forty (1,040) hours at the end of six (6) months will remain on probationary status for either one thousand forty (1,040) hours worked or nine (9) months, whichever comes first.

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

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

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

### **36. PERFORMANCE EVALUATIONS**

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

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

If the issues are not resolved to the employee's satisfaction following discussion with the appropriate manager, the employee may within ten (10) working days file a written request for a meeting with the department head. Within ten (10) working days of receipt of a written request stating the unresolved issues and the desired changes in the written performance evaluation, the department head shall meet with the employee to discuss the issues. Within ten (10) working days of said meeting, the department head shall respond in writing to the employee. The decision of the department head shall be final and not subject to the grievance procedure. An employee may submit a written response to his/her evaluation that shall be placed in his/her Personnel file.

#### **A. SERVICE AND PERFORMANCE STIPEND**

Unit employees who accrue at least twenty years of County service and who maintain a satisfactory performance rating, as determined by the annual performance review process, will receive a stipend of four percent (4%) of their base wages. Stipends of up to eight percent (8%) may be earned for performance determined to be outstanding. The

bonus will be paid bi-weekly.

This section is effective the second year of the current MOU, 1999 - 2002.

### **37. "SCRUBS" UNIFORMS**

The hospital will continue the current practice of issuing scrub clothes to be used by Health Care workers in Labor and Delivery, Nursery, Central Supply Room, Operating Room, ER and MIU units.

Health Care workers in ICU-CCU, ECU, ER, MIU, and Cardiopulmonary may wear scrubs, to be purchased, at the worker's expense, through the Hospital Purchasing Department. Workers in these units will be responsible for laundry and maintenance of their scrubs. Effective August 1, 1992, the hospital shall provide gowns to employees when faced with a reasonable risk of exposure to blood, body fluids, and tissue. Natividad Medical Center shall also provide the maintenance of these gowns.

### **38. PROFESSIONAL REIMBURSEMENT**

Professional Reimbursement is intended to provide career enhancement opportunities for Unit employees. Each calendar year Unit employees are eligible to receive up to one hundred dollars (\$100) reimbursement for expenses incurred for Continuing Education Units, Professional Certifications, and Professional Association dues.

Professional Reimbursement shall not be used for licensure and certification renewal fees. Professional reimbursement not used during any year may not be used during the following year. Employees shall not be paid for unused Professional Reimbursement.

This article is effective the second year of the current MOU, 1999-2002.

### **39. REQUIRED NOTICE**

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

This Article shall not be subject to the grievance procedure.

### **40. CONCERTED ACTIVITIES**

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

on the merits of any dispute which may have given rise to such work-stoppage until said work-stoppage has ceased.

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

#### **41. EMERGENCY AUTHORITY**

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

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

#### **42. SEPARABILITY**

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

#### **43. FULL UNDERSTANDING MODIFICATION, WAIVER**

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

Existing matters within the scope of representation which are not referenced in the Memorandum of Understanding and which are subject to the meet and confer process shall continue without change unless modified subject to the meet and confer process. The County assures the Union that unless changes are warranted by operational necessity it does not intend, nor does it anticipate, during the term of this Memorandum of Understanding any change, modification or cancellation of wages, hours, and working conditions which are subject to meet and confer and which are presently in effect or contained in this Memorandum.

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

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

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

## ***SIDE LETTER AGREEMENT***

Between Monterey County and SEIU, Local 817, Representing Health Care Unit

### ***HEALTH CARE UNIT NEGOTIATIONS - 1999***

This shall serve as the side letter with respect to several issues discussed during negotiations for the Memorandum of Understanding which expires April 4, 2002.

It is understood and agreed that the issues addressed in this side letter agreement shall not be subject to the grievance procedure.

- ***Accommodation of Scheduling Requests***

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

Successful methods of accommodating scheduling requests will be communicated by hospital management.

- ***Classification Study of Occupational Therapist Position***

County agrees to perform a classification study of the Occupational Therapist position, to be completed during the first six (6) months of the current MOU (1999-2002)

- ***Operational Union Access Procedures for NMC***

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

In the last year of the current MOU and six months prior to its expiration, this policy or an alternative policy that has been mutually agreed upon by County and Union will be made part of Section 5, Subsection D of the MOU.

## ***SIDE LETTER AGREEMENT***

Between Monterey County and SEIU, Local 817, Representing Health Care Unit

### ***HEALTH CARE UNIT NEGOTIATIONS - 1999***

It is understood and agreed that the issue addressed in this side letter agreement shall not be subject to the grievance procedure.

County and Union agree, on a trial basis, to add Section 26 Subsection N to the Health Care Unit MOU as appears below. It is understood that this trial step of the disciplinary appeals procedure is meant to provide a mandatory last step before arbitration for all disciplinary actions described below. County or Union may cancel this agreement at any time during the life of this MOU with thirty (30) days advance notice. Unless canceled by either party, this side letter shall be made part of the MOU after three hundred sixty four (364) calendar days from the date of this agreement.

- ***Section 26, Subsection N: Appeal to Review Committee***

Disciplinary actions which may be appealed to Review Committee are:

- a) Involuntary leave without pay
- b) Reduction in salaries
- c) Dismissal

A written appeal to Review Committee must be received by the Deputy CAO - Human Resources within ten working days from the receipt by the employee of the notice of disciplinary action. The appeal must specifically state the basis of the appeal and contain a specific admission or denial of each of the material allegations contained in the notice of disciplinary action.

Within ten working days of the receipt of a timely appeal, the Deputy CAO - Human Resources will coordinate scheduling of a Review Committee. Whenever possible, the hearing shall take place within fifteen working days from the date of receipt of the appeal by the Deputy CAO - Human Resources. The date of the hearing will be by mutual agreement among the Review Committee members.

Review Committee shall have three members:

- Chief Administrative Officer or his/her designee shall serve as Chairperson;
- County Counsel or his/her designee; and,
- Executive Director of SEIU Local 817 or his/her designee.

The purpose of the Review Committee is to investigate the facts and factors pertinent to the appeal and to gain all the information necessary to make a decision. The Review Committee will interview the employee filing a disciplinary appeal, the supervisor whose decision to discipline is involved and, if necessary, other persons involved in the case. Except for good cause to the contrary, the employee and supervisor may be present during fact-finding.

The proceedings of the Review Committee will have two parts: fact-finding and disposition. After fact-finding, the Committee will move to disposition, which is private discussion among the three Committee members. The Union shall be provided adequate time to consult with the Appellant prior to a vote on disposition.

Disposition by the Review Committee will have one of two possible outcomes: a unanimous decision or no decision. A unanimous decision shall be in writing and shall be issued by the Committee Chairperson within ten working days following the conclusion of the hearing. A decision that adjusts or modifies the disciplinary action requires a unanimous decision. A unanimous decision shall be final and binding. An appeal settled by unanimous decision may not be referred to arbitration.

Both the proceedings and the outcome of the Review Committee shall be without prejudice to County or Union, and shall not be used in the arbitration of the subject appeal or the disposition of any future appeals.

