

**HIGHLIGHTS OF Tentative Agreement Between
RNPA and County Of Santa Clara**

NON-ECOMONIC TENTATIVE AGREEMENTS

Article 3 – Association Security

Section 3.4d: Formalized the ability to utilize County email system for 2 way communication between members and the Association

Article 4-Offical Representative and Negotiating Committee

Section 4.2: Added one additional member to the negotiation team

Article 5 - Layoff

Section 5.10b NEW LANGUAGE Formalizes the inplacement process used when there is no reassignment in lieu of layoff right to a nurse. Offers transfer or Demotion to a nurse with a layoff notice into a vacant position which the County intends to fill during the layoff notice period.

Article 6 – Personnel Actions

Section 6.1b: Decreases the administrative review process to one step for probationary release from employment.

Section 6.4: Allows for removal of suspensions from personnel file after eight years

Section 6.9: Changes internal transfer language from the most qualified nurse in the work unit, merit and ability being adequate with seniority in the bargaining unit as the tiebreaker to:

The most senior nurse within the **unit** provided:

Most current performance review is at standard or above

No discipline or counseling within the last year

No previous notification the nurse is under investigation

Nurse is available to fill the position within six weeks of the request.

Article 7 – Pay Practices

Section 7.6b: Changes requirement for cash advance by Controllers Office for shortages on paycheck from \$25.00 to \$100.00.

Section7.7: Mandatory direct deposit implementation by 3/1/08

Article 8– Hours of Work, Overtime, Premium Pay

Section 8.8: NEW LANGUAGE Call In Pay

Availability does not constitute confirmation to work. Confirmation must be made by authorized personnel before nurse reports to work. If no work is available in specific area when nurse reports to work and no alternate assignment is available, the nurse will be reimbursed four hours of pay.

No requirement to pay if employer has attempted documented contact one and one half hours before start of shift or if nurse refuses alternate assignment.

Section 8.19: Requires draft schedule to be posted in advance before final posting

Provides for equal distribution of overcode work when submitted in writing prior to final posting.

Article 9 – Paid Time Off

Section 9.3: PTO requests will not to be unreasonably denied. Approvals/denials to be made in writing within the time frame specified in Nursing Standard

Section 9.11: NEW LANGUAGE Allows employee to convert PTO to sick time if becomes ill on vacation with MD statement

Article 10 – Sick Leave Provisions

Section 10.3: Adds reasonable cause to requirement for MD note on sick time occurrences 3 days or greater

Section 10.4: Adds nurse's same sex domestic partners and step parents to qualifiers for Bereavement Leave

Article 11 – Leave Provisions

Section 11.6: Allows educational leave to be used for home study courses with pre-approval 1 CE = 1 hr leave

Article 14 – Use of Private Vehicles and Mileage Payment

Section 14.1c: Increases reimbursement from \$150.00 to \$500.00 for damages incurred to personal vehicle while on County business

Article 18 – Nursing Practice Issues

Section 18.5: Adds mandatory requirement for 7 day posting of regular staff meetings

ECONOMIC TENTATIVE AGREEMENTS

WAGES: 7.5 % on 11/05/07

4% in 11/08

4% in 11/09

DIFFERENTIALS: Weekend increased from \$1.25 to **\$2.00/hr**

Charge pay increased from \$2.00 to **\$2.75/hr**

Split shift increased from \$3.00 to **\$12.00/day**

Bilingual pay increased from \$100.00 to **\$150.00/month**

Hazard pay increased from \$0.75 to **\$0.95/hr**

NATIONAL CERTIFICATION PAY: \$250.00 ANNUALLY for attaining national certification

TUITION REIMBURSEMENT:

- Current \$100,000 increased to \$200,000/year effective 11/05/07
- **\$300,000/year 11/08**

- Individual reimbursement rate increased from \$750.00 to **\$900.00/year**

PENSION BENEFIT:

- Membership will pay 1% employee contribution for the duration of the contract.
- Membership will pay 2.931% employers cost until 6/09, then will reassess employers cost (predicted to go down based on PERS projections) and membership will pay until the end of contract. The Difference between 2.931% and reassessed cost will increase net take home pay.

HIGHLIGHTS OF PER DIEM/EXTRA HELP CONTRACT

Added Appendix C which recognizes PD/EH into the bargaining unit

Specific Articles of MOU that will apply to PH/EH identified

No changes to time and holiday commitments

PD/EH will be eligible to pay into the 457 plan (deferred compensation)

Annual salary increases apply to all PD/EH

Extra Help may now be hired at any classification within the RNPA step level to step five based on experience.