MEMORANDUM
OF
UNDERSTANDING

BETWEEN

CALIFORNIA NURSES ASSOCIATION
UNIT 7

AND

THE COUNTY OF FRESNO

DECEMBER 17, 2007 -- DECEMBER 14, 2008
# UNIT 7

## Table of Contents

<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>63 ACCESS – FRESNO COUNTY PLAZA LOBBY</td>
<td>38</td>
</tr>
<tr>
<td>54 ADMINISTRATIVE HEARINGS</td>
<td>33</td>
</tr>
<tr>
<td>5 AGENCY SHOP</td>
<td>1</td>
</tr>
<tr>
<td>19 ANNUAL LEAVE</td>
<td>13</td>
</tr>
<tr>
<td>50 ANNUAL LEAVE MANDATORY USAGE - EMPLOYEES ON UNPAID LEAVES</td>
<td>32</td>
</tr>
<tr>
<td>60 APPLICATIONS AND FORMS</td>
<td>37</td>
</tr>
<tr>
<td>58 ASSOCIATION LABEL</td>
<td>36</td>
</tr>
<tr>
<td>20 BEREAVEMENT LEAVE</td>
<td>15</td>
</tr>
<tr>
<td>56 BILINGUAL SKILL PAY</td>
<td>34</td>
</tr>
<tr>
<td>11 BULLETIN BOARDS</td>
<td>5</td>
</tr>
<tr>
<td>35 CALL-BACK</td>
<td>26</td>
</tr>
<tr>
<td>65 CLINICAL SUPERVISION OF REGISTERED NURSES</td>
<td>38</td>
</tr>
<tr>
<td>44 COMPUTER PROGRAMMING MODIFICATIONS</td>
<td>29</td>
</tr>
<tr>
<td>49 CONTINUITY OF OPERATIONS</td>
<td>32</td>
</tr>
<tr>
<td>52 CONTRACTING OUT</td>
<td>33</td>
</tr>
<tr>
<td>29 COURT APPEARANCES</td>
<td>21</td>
</tr>
<tr>
<td>25 DAMAGE TO PERSONAL PROPERTY OF EMPLOYEE</td>
<td>19</td>
</tr>
<tr>
<td>40 DIRECT DEPOSIT</td>
<td>27</td>
</tr>
<tr>
<td>14 DISCIPLINARY ARBITRATION</td>
<td>10</td>
</tr>
<tr>
<td>22 EDUCATION LEAVE/ORIENTATION</td>
<td>16</td>
</tr>
<tr>
<td>42 EMPLOYEE APPEALS</td>
<td>29</td>
</tr>
<tr>
<td>16 EMPLOYEE BENEFITS</td>
<td>12</td>
</tr>
<tr>
<td>62 EMPLOYEE EXIT QUESTIONNAIRE</td>
<td>37</td>
</tr>
<tr>
<td>13 EMPLOYEE GRIEVANCE PROCEDURE</td>
<td>6</td>
</tr>
<tr>
<td>51 FLEXIBLE SPENDING ACCOUNT</td>
<td>33</td>
</tr>
<tr>
<td>66 FULL UNDERSTANDING</td>
<td>38</td>
</tr>
<tr>
<td>24 HOLIDAYS</td>
<td>18</td>
</tr>
<tr>
<td>1 INTRODUCTION</td>
<td>1</td>
</tr>
<tr>
<td>21 LEAVES OF ABSENCE</td>
<td>16</td>
</tr>
<tr>
<td>41 MANAGEMENT RIGHTS</td>
<td>27</td>
</tr>
<tr>
<td>18 MEDICAL CARE</td>
<td>13</td>
</tr>
<tr>
<td>12 MEETING SPACE</td>
<td>6</td>
</tr>
<tr>
<td>43 MOU - PRINTING AND DISTRIBUTING</td>
<td>29</td>
</tr>
<tr>
<td>9 NEGOTIATING COMMITTEE</td>
<td>5</td>
</tr>
<tr>
<td>4 NON-DISCRIMINATION POLICY</td>
<td>1</td>
</tr>
<tr>
<td>59 NOTICE OF PROMOTIONAL OPPORTUNITIES</td>
<td>37</td>
</tr>
<tr>
<td>23 NURSE RECRUITMENT AND RETENTION</td>
<td>18</td>
</tr>
<tr>
<td>34 ON-CALL</td>
<td>25</td>
</tr>
<tr>
<td>48 ON-THE-JOB INJURIES</td>
<td>31</td>
</tr>
<tr>
<td>36 OUT-OF-CLASS ASSIGNMENTS</td>
<td>26</td>
</tr>
</tbody>
</table>
## Table of Contents Cont’d

<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>OVERTIME</td>
<td>24</td>
</tr>
<tr>
<td>PAGING DEVICES AND CELLULAR TELEPHONES</td>
<td>31</td>
</tr>
<tr>
<td>PARKING</td>
<td>20</td>
</tr>
<tr>
<td>PERFORMANCE EVALUATION</td>
<td>26</td>
</tr>
<tr>
<td>PERMANENT PART-TIME EMPLOYEE BENEFITS</td>
<td>12</td>
</tr>
<tr>
<td>PERSONNEL DOCUMENTS - JOB CLASSIFICATION TITLES</td>
<td>31</td>
</tr>
<tr>
<td>PERSONNEL FILES</td>
<td>27</td>
</tr>
<tr>
<td>PRIVATE VEHICLE USAGE</td>
<td>20</td>
</tr>
<tr>
<td>PROFESSIONAL PRACTICE COMMITTEE</td>
<td>23</td>
</tr>
<tr>
<td>PROMOTIONS, LAYOFFS, DEMOTIONS, AND DISMISSAL FOR CAUSE</td>
<td>21</td>
</tr>
<tr>
<td>PUBLIC SERVICE RETIREMENT CREDIT</td>
<td>34</td>
</tr>
<tr>
<td>PURPOSE</td>
<td>1</td>
</tr>
<tr>
<td>RECOGNITION</td>
<td>1</td>
</tr>
<tr>
<td>REPRESENTATION AND NURSE REPRESENTATIVES</td>
<td>3</td>
</tr>
<tr>
<td>REPRESENTATION IN COURT</td>
<td>20</td>
</tr>
<tr>
<td>REPRESENTATION RIGHTS</td>
<td>5</td>
</tr>
<tr>
<td>REPRESENTATIVE ACCESS</td>
<td>5</td>
</tr>
<tr>
<td>REST PERIODS</td>
<td>26</td>
</tr>
<tr>
<td>SAFETY AND HEALTH</td>
<td>12</td>
</tr>
<tr>
<td>SALARIES</td>
<td>5</td>
</tr>
<tr>
<td>SALARY ADJUSTMENT</td>
<td>39</td>
</tr>
<tr>
<td>SAVINGS CLAUSE</td>
<td>33</td>
</tr>
<tr>
<td>SCHEDULING</td>
<td>21</td>
</tr>
<tr>
<td>SPECIAL DIFFERENTIALS AND ALLOWANCES</td>
<td>30</td>
</tr>
<tr>
<td>TERM OF MOU AND RENEGOTIATION</td>
<td>39</td>
</tr>
<tr>
<td>TWO-TIER RETIREMENT</td>
<td>37</td>
</tr>
<tr>
<td>UNION AND MANAGEMENT MEETINGS</td>
<td>38</td>
</tr>
<tr>
<td>WEINGARTEN RIGHTS</td>
<td>36</td>
</tr>
</tbody>
</table>

### ADDENDA/ATTACHMENTS

ADDENDUM NO. 1 - SALARIES
ADDENDUM NO. 2 - EXTENSION OF PAID MILITARY LEAVE
ATTACHMENT NO. 1 – WEINGARTEN RIGHTS FORM
ATTACHMENT NO. 2 – EMPLOYEE EXIT QUESTIONNAIRE
ADDENDUM – HEALTH BENEFIT AGREEMENT – 2008
ARTICLE 1 – INTRODUCTION

We, the undersigned, duly appointed representative of the County of Fresno, hereinafter referred to as “County” and the California Nurses’ Association, hereinafter referred to as “Association”, having met and conferred in good faith, do hereby jointly prepare and execute the following written Memorandum of Understanding (MOU).

ARTICLE 2 – PURPOSE

It is the purpose of this MOU to promote and provide for harmonious relations, cooperation, and understanding between management and the employees covered herein; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this MOU; and to set forth the full and entire understanding of the parties reached as a result of meeting and conferring in good faith regarding wages, hours, and other terms and conditions of employment of the employees covered hereby, which understanding the parties intend jointly to submit and recommend for approval and implementation to the County’s Board of Supervisors.

ARTICLE 3 – RECOGNITION

Pursuant to the provisions of the Fresno County Employee Relations Ordinance, the certification of the Fresno County Civil Service Commission, and appropriate State law, the County hereby recognizes the Association as the exclusive representative of all employees whose classifications have been certified for inclusion by the Fresno County Civil Service Commission in the Unit covered by this MOU, as well as such classifications as may be added to such Unit hereafter by the Civil Service Commission. Classes deleted from this Unit shall continue to receive the salary for that class as specified herein, but shall otherwise thereafter cease to be subject to this MOU.

ARTICLE 4 – NON-DISCRIMINATION POLICY

It is agreed that neither the Association nor the County shall unlawfully discriminate against any employee because of age, marital status, national origin, race, religion, sex, sexual orientation, color, physical or mental disability, status as a Vietnam era veteran, or special disabled veteran, political affiliation, citizenship, or lawful Association membership or activity or because of the lack of Association membership or activity.

ARTICLE 5 – AGENCY SHOP

Agency Shop

Employees covered by this Memorandum of Understanding (MOU) shall, as a condition of continuing employment, become and remain members of California Nurses Association (CNA) or shall pay to the Association a service fee in lieu of membership dues. Such dues or service fees are as set in accordance with the bylaws of the Association.
Implementation of Agency Shop for Employees as of May 30, 2002

The County has provided employees of the County as of May 31, 2002, who occupied a position subject to this MOU, a Notice of Agency Shop Provision Form advising the employee that an election has resulted in an agency shop arrangement requiring that all employees in positions subject to this MOU must either join the Association or pay a service fee in lieu of membership dues to the Association unless the employee claims a religious exemption as described in paragraph 4 below. It is agreed that such employees shall have until July 5, 2002 to fully execute the Notice of Agency Shop Provision Form and return it to the County. In the event any such employee fails to properly complete and return the Notice of Agency Shop Provision Form, the County shall deduct the service fee established by the Association for the pay period of July 8, 2002 (current dues paying members will remain as dues paying members).

Implementation of Agency Shop for Employees Hired into Unit 7 after May 30, 2002

Any employee hired by the County in a position subject to this MOU shall be provided, by the County, with a Notice of Agency Shop Provision Form during their first pay period of employment (e.g. New Employee Orientation) advising the employee of the agency shop agreement with the Association and of the requirement that all employees subject to the MOU must either join the Association or pay a service fee in lieu of membership dues to the Association unless the employee claims a religious exemption as described in paragraph 4 below. The County shall automatically deduct the service fee established by the Association the first pay period following the date of hire, unless the employee has provided a dues deduction form electing membership in the Association, or the employee has provided verification of the religious exemption, as described in paragraph 4 below. If the employee has not properly completed the authorization form of his/her choice and returned said form to the County within 30 days of the date of hire, the County shall continue to automatically deduct the service fee and thereafter until such time as the Notice of Agency Shop Provision Form is properly completed and returned to the County.

Religious Exemption

Any employee of the County subject to this MOU who wishes to request religious exemption, consistent with State and Federal law, must file such request with the Association. The employee will have a deduction from their pay of an amount, equal to the monthly fair share service fee, to be paid to a non-religious, non-labor charitable fund selected as described in the paragraph below. The Religious Exemption Form is available from the Association only.

For purposes of this section, charitable deduction means a contribution to any non-religious, non-labor charitable organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code of the employee’s choice.

Financial Reports

CNA shall submit copies of the financial report required pursuant to the Labor-Management Disclosure Act of 1959 to the Department of Personnel Services, Labor
Relations Division once annually. Copies of such reports shall be available to employees subject to the agency shop requirement of this MOU at the Association Office.

Payroll Deductions and Dues/Fees Remittance

The County shall deduct from the pay of each employee in a position subject to this MOU Association dues or an amount equal to the service fee established by the Association or religious exemption fee, and shall mail all said deductions to the Association no later than the end of the month after which said amounts were deducted.

Indemnification

CNA shall indemnify, defend and hold the County, its officers, agents and employees harmless from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which may be imposed upon them relating to the County’s compliance with the agency fee obligation including claims relating to the Association’s use of the monies collected under these provisions.

Waiver of Election for Newly Represented Employees and New Representation Units

The addition of classifications and/or employees to the bargaining unit in this MOU shall not require an election herein for the application of this agency shop provision to such classification and/or employees.

ARTICLE 6 – REPRESENTATION AND NURSE REPRESENTATIVES

Purpose

The County recognizes the need and affirms the right of the Association to designate Nurse Representatives from among employees in the Unit. It is agreed that the Association in appointing such Nurse Representatives does so with the purpose of promoting an effective relationship between supervisors and employees by helping to settle problems at the lowest level of supervision.

Role of Nurse Representative and Supervisor

The Nurse Representative recognizes the fact that the supervisor is the representative in the department and, as such, is responsible to higher management for the quality of the work. As the supervisor is the representative for management, the Nurse Representative and the CNA Labor Representative are the representatives for the Association. They must be willing to meet in good faith to settle grievances as they arise. The Nurse Representative understands that the Nurse Representative function does not relieve them from conforming to all rules of conduct and standard of performance established by law, regulation, County or department policy, or MOU.

Selection of Nurse Representatives
The Association shall reserve the right to designate the method of selection of the Nurse Representatives. The Association shall select six (6) Nurse Representatives and shall provide, in writing, a list of all Nurse Representatives to the Labor Relations Manager and the appropriate department head(s) whenever there are changes to these Nurse representative or otherwise practicable.

**Duties and Responsibilities of Nurse Representatives**

The following functions are understood to constitute the duties and responsibilities of Nurse Representatives:

Upon request of the aggrieved employee, and when the grievance has been reduced to writing as specified in the grievance procedure, a Nurse Representative may investigate the grievance provided it is in the Nurse Representative’s area of responsibility, as assigned by the Association, and assist in its presentation. Nurse Representatives shall be allowed a reasonable time for this purpose during their work shift without loss of pay, subject to prior notification and approval by their supervisor. Grievances normally will be handled by one (1) Nurse Representative, but the Association may assign not more than two (2) Nurse Representatives to a group grievance.

After obtaining supervisory permission, Nurse Representatives will be permitted to leave their normal work area during on-duty time in order to assist in presentation of a grievance. To obtain permission to investigate a grievance on on-duty time, the Nurse Representative shall advise the supervisor of the grievance and the investigation of the facts and the general nature of the grievance. The Nurse Representative is permitted to discuss the problem with all employees immediately concerned, and if appropriate, to attempt to achieve settlement with the supervisory personnel involved. Agencies, wards, clients, detainees, and outside interested parties will not be contacted by Nurse Representatives as part of the grievance process. The employee may be represented by a Nurse Representative at such time as a grievance is reduced to writing.

If, in the judgment of the supervisor, because of the necessity of maintaining adequate level of service, permission cannot be granted immediately to the Nurse Representative in order to present or investigate a grievance during on-duty time, such permission shall be granted by the supervisor no later than the next working day from the date the Nurse Representative was denied permission.

**Changes in Nurse Representatives or Number of Nurse Representatives**

If a Nurse Representative promotes, demotes, or otherwise leaves the work location, the Association shall have the right to appoint a replacement. Requests for change in the number and/or assignment of Nurse Representatives will be considered during the annual salary negotiation period, except that Nurse Representatives will be increased or decreased based upon the opening or closing of area or branch offices.

All supervisors, division managers and nurse representatives shall be provided training presented by CNA and the County of Fresno regarding the grievance procedure process.
The County of Fresno and CNA will mutually agree on the training information and subsequent date of the training session.

Limitations on Time Off

Nurse Representatives shall not be permitted time off from their work assignments for the purpose of conducting general Association business.

**ARTICLE 7 – REPRESENTATION RIGHTS**

When the Association wishes to be represented by a County employee, rather than a non-employee representative, at meetings within the scope of representation which effect the representation Unit, that employee will have release time with prior department head approval for presentation to County Boards, Committees, and Commissions; will have release time as approved for meeting with management and the departmental and County-wide level; will submit a written request to the department head at least twenty-four (24) hours prior to the scheduled meeting unless waived by mutual agreement. Reasonable time off will be approved if it does not interfere with the performance of County services as determined by the department head.

**ARTICLE 8 – REPRESENTATIVE ACCESS**

Authorized Association representatives will be granted access to work locations with the approval of the appropriate management representative for the purpose of conducting grievance investigations and observing working conditions.

**ARTICLE 9 – NEGOTIATING COMMITTEE**

At least four (4) unit members and alternates shall serve on the Association Negotiating Committee. Clearance will be required from the member’s supervisor before each meeting. County ordinance requires these requests be in writing. Attendance will be on County time only if the meeting takes place during the employee’s normal on-duty hours. At all other times, employees are on their own time.

**ARTICLE 10 – SALARIES**

Salaries for all classifications included in this Unit shall be as specified in Addendum No. 1.

**ARTICLE 11 – BULLETIN BOARDS**

The County shall provide space for and permit the installation of the Association bulletin boards (or provide reasonable space on County bulletin boards) for official Association notices at each central work location. Such bulletin boards shall be maintained in accord with provisions of the County Employee Relations Ordinance.
No such bulletin boards shall be located in areas frequented by the public doing business with the County as determined by the County.

**ARTICLE 12 – MEETING SPACE**

The County, at the Association’s request, shall reasonably make available conference rooms and other meeting areas for the purpose of holding Association meetings during off-duty time periods. The Association shall provide timely advance notice (24 hours) of such meetings. The Association also agrees to pay any documented additional costs of security, supervision, damage and cleanup, and shall comply with County regulations for assignment and use of such facilities.

**ARTICLE 13 – EMPLOYEE GRIEVANCE PROCEDURE**

**Purpose:**

It is a mutual obligation on the part of administrative, supervisory, and non-supervisory employees of the County of Fresno to provide efficient and continuous services to the public. Employee morale is an important factor in maintaining a high level of public service and the administration has a responsibility to provide an orderly and expeditious method for resolving problems which may arise from working relationships and conditions. This procedure is intended to provide an orderly method for processing grievances in the interest of obtaining a fair and equitable solution.

**Grievance Procedure:**

Before filing a grievance, be certain to read this entire procedure, including the rules and definitions.

**Step 1:** When an employee becomes aware that a problem exists, the employee shall discuss the matter informally with the lowest ranking immediate supervisor whose job classification is not included in the same certified representation unit. This discussion shall be sought by the employee not later than fourteen (14) duty days after the alleged problem occurred or was discovered. The provisions outlined in Steps 2 and 3 do not act to restrict the employee or the immediate supervisor from seeking advice and counsel when it appears that settlement can be reached informally.

**Step 2:** If within seven (7) duty days a mutually acceptable solution has not been reached during Step 1, and the employee wishes to pursue the grievance, the employee shall submit it in writing on the standard grievance form to the department head with a copy to the Labor Relations Manager no later than the end of the seventh (7th) duty day. The department head will give notice and hear the grievance and render a written decision within seven (7) duty days of receipt of the formal grievance from the employee.
Step 3: Mediation

Grievances unresolved at Step 2 may be submitted to Mediation by mutual written agreement between the employee’s representative and the Labor Relations Manager within five (5) duty days of receipt of that decision. If agreed, the parties shall obtain the services of a mediator from the California State Mediation and Conciliation Services or the Federal Mediation and Conciliation Services in an effort to mediate grievance resolution before Step 4 is pursued. The parties shall not divulge in any form the offers made in mediation.

Step 4: If the employee is dissatisfied with the decision of the department head, the employee may within five (5) duty days of receipt of that decision, request that the grievance be presented to a grievance committee for review. Such request shall be submitted to the Labor Relations Manager. Steps shall be initiated to convene a grievance committee, which shall meet to hear the matter at the earliest possible date. The committee shall state in writing its factual findings and reasons for its decision.

Notwithstanding the foregoing, if the grievance relates to the interpretation or application of a statute, ordinance or written policy of the Board of Supervisors, and the employee is dissatisfied with the decision of the department head, upon request of the employee within the time above-stated, the department head shall request the opinion of the County Counsel thereon, whose opinion shall be final.

If the decision of the grievance committee can be implemented by the department head without Board of Supervisors action, the recommendation shall be implemented by the department head. If the decision of the grievance committee cannot be implemented by the department head but requires Board of Supervisors action, the recommendation will be submitted for consideration by the Board of Supervisors at their next regularly scheduled public meeting. The action of the Board of Supervisors shall be final and binding.

If the decision of the grievance committee can be implemented by the department head and without Board of Supervisors action, the County or the employee may seek relief in a court of law. A party desiring to reserve the right to appeal the grievance committee’s decision in a court of law pursuant to these rules has the burden of preserving the record of the hearing. A party who plans to use a court reporter shall inform the other party within three (3) duty days of the hearing to avoid duplication of costs. Appeal from decisions by the grievance committee shall be on the record of the grievance committee’s hearing by administrative mandamus under California Code of Civil Procedure Section 1094.5, which appeal shall be filed within thirty (30) calendar days after the grievance committee’s decision.

Explanation of Rules:

1. Except where a remedy is otherwise provided for by County Charter, Civil Service Commission rules, or law, any employee shall have the right to present a grievance
arising from his employment in accordance with the rules and regulations of this procedure.

2. All parties so involved must act in good faith and strive for objectivity, while endeavoring to reach a solution at the earliest possible step of the procedure. The aggrieved employee shall have the assurance that filing of a grievance will not result in reprisal of any nature.

3. The aggrieved employee shall have the right to be represented or accompanied by a person of the employee’s choice if the complaint is not resolved at the informal level as provided for in Step 1 of the grievance procedure. This representation may commence when the grievance is presented in writing to the department head, as provided in Step 2 of the grievance procedure.

4. The processing of a grievance shall be considered as County business, and the employee and his/her representative shall have reasonable time and facilities allocated. The use of County time for this purpose shall not be excessive nor shall this privilege be abused.

5. Certain time limits in the grievance procedure are designed to quickly settle a grievance. It is realized, however, that on occasions, the parties concerned may be unable to comply with the established limitations. In such instances, the limitations may be extended upon the mutual agreement of all parties concerned.

6. Failure of the aggrieved employee to file an appeal within the prescribed time limit without good cause for any step of the procedure shall constitute abandonment of the grievance. County management personnel involved shall abide by prescribed time limits. Failure to do so without good cause shall be considered an automatic ruling in favor of the grievant in any instance where the department head would have had the authority to grant such settlement, as bestowed by County Charter, Ordinance, Board of Supervisor Resolution, or other legal documents. No such ruling shall be considered precedent-setting.

7. Any person responsible for conducting any conference, meeting, or hearing under the formal grievance procedure shall give due and timely notice to all persons concerned.

8. Standard grievance forms will be made available through the individual departments, the Department of Personnel Services, each employee organization, and on the County e-services web site.

9. When two or more employees experience a common grievance, they may initiate a single grievance proceeding. The initial hearing of the grievance shall be by the department head. If the employees work in separate departments, the grievance shall be referred immediately for grievance committee decision.

County Administrative Officer - The County Administrative Officer or his designated representative.
Day/Duty Day - A regularly scheduled work day for the employee. The time period for grievance purposes begins on the first day following the day the grievance is filed or submitted to the next step.

Department Head - The administrative head or acting head of the department involved, or a designated representative.

Employee - An individual occupying a position permanently allocated by the Board of Supervisors as a part of the regular staffing of the department.

Grievance - A grievance is a complaint relating to any phase of an employee’s employment or working conditions which the employee believes has been adversely affected because of:

- A misapplication of a Memorandum of Understanding, Ordinance or Resolution of the Board of Supervisors, or of the written policies, administrative orders, or a clearly established lawful past practice of a department, relating to the employment of the individual; provided, however, that such complaint shall not include an action subject to the jurisdiction of the Civil Service Commission or any other matters which are otherwise reviewable pursuant to another administrative remedy.

NOTE: If a grievance is alleged relating to a past practice as specified above, the grievant must first establish that practice has existed, and if sustained, any decision relating to the grievance shall only apply to the specific grievance and shall not be considered as a precedent.

Grievance Committee - This committee shall be composed of the following three members:

1. The grievant shall select one (1) member who shall serve voluntarily without compensation, unless that member is a County employee. In that case, the employee shall receive normal compensation when serving during regular working hours. No overtime shall be paid when part or all of the process occurs outside regular working hours. This member shall not be a party of interest to the grievance.

2. The County Administrative Officer or his/her representative, who shall not be an employee of the same department as the grievant.

3. The employee’s representative and the Labor Relations Manager will mutually agree on an arbitrator from a panel of five (5) candidates submitted by either the California State Mediation and Conciliation Services, Federal Mediation and Conciliation Services or the American Arbitration Association. Said member so selected shall serve as Chairperson, and the cost of the Chairperson shall be borne equally by both parties.

Immediate Supervisor - The individual who assigns, reviews, or directs the work of an employee, and who is not in a job classification in the same certified representation unit as the grievant.
Representative - The person selected by the employee to appear along with the employee in the presentation of a grievance.

**ARTICLE 14 - DISCIPLINARY ARBITRATION**

**REQUEST FOR ARBITRATION**

If the Department Head agrees to arbitration he/she shall indicate so on the Order of Disciplinary Action and the Order shall advise the employee of his/her right to either:

1) Appeal the action to the Fresno County Civil Service Commission within fifteen (15) working days of service of the Order by a signed statement asking for a hearing; or

2) Submit to the Director of Personnel Services a request in writing within fifteen (15) working days of service of the Order, that the matter be submitted to arbitration. A copy of the Order will be filed with the Association by the acting department.

Under no circumstance can the employee submit an appeal of the disciplinary action to both the Fresno County Civil Service Commission and to arbitration.

If the employee requests to submit the matter to arbitration (rather than to the Fresno County Civil Service Commission), the provisions of this Article supersede Sections 10120 through 10190 of Fresno County Personnel Rule 10 – Disciplinary Actions.

Failure by the employee to file an appeal within the above-referenced time frames will result in the employee waiving his/her right to appeal the Order and the action of the department becoming final.

**WRITTEN RESPONSE TO THE ORDER OF DISCIPLINARY ACTION**

Twenty (20) working days prior to the scheduled arbitration hearing, the employee will submit a written response to the Order of Disciplinary Action, which includes his/her reasons for disagreeing with the Order.

**SELECTION OF ARBITRATOR**

The County and the Association agree to utilize a panel of five (5) mutually agreed upon arbitrators. Arbitrators will be issued a number of one (1) through five (5) and will be scheduled to hear arbitrations in that order (e.g.) arbitrator #1 will hear the first requested appeal, arbitrator #2 will hear the second requested appeal, etc. Once the sixth requested appeal is received the cycle will start over (e.g.) arbitrator #1 will hear the sixth requested appeal, arbitrator #2 will hear the seventh requested appeal, and so on.
The Director of Personnel Services or his/her designee and/or the Association will contact the agreed upon arbitrator to schedule a mutually agreed upon hearing date as soon as possible.

ARBITRATION COSTS

The arbitrator shall be compensated up to a rate of Fifteen Hundred Dollars ($1,500). The cost of the arbitrator shall be paid by the County. Costs of the court reporter, if any, shall be paid by the County.

SCOPE OF ARBITRATOR’S AUTHORITY

The arbitrator shall have no power to alter, amend, add to or subtract from the provisions of this Article, any other terms of this Agreement or to Fresno County Personnel Rule 10 – Disciplinary Actions.

If the arbitrator finds that none of the charges contained in the Order of Disciplinary Action are true, then he/she shall set aside the action taken by the appointing authority. If the arbitrator finds that one or all of the charges are true, then he/she shall make a decision confirming or modifying the action of the appointing authority provided, however, that his/her authority to modify the appointing authority’s action is limited to those disciplinary actions described in Section 10030 – Types of Disciplinary, of Fresno County Personnel Rule 10 – Disciplinary Actions. The arbitrator shall have no authority to increase the discipline imposed by the appointing authority.

Nothing shall preclude the arbitrator from ordering the reinstatement of an employee with or without back pay.

The decision of the arbitrator shall be final and binding.

PROCEEDINGS

The arbitrator, attorney or other representative of a party may issue subpoenas.

A pre-hearing conference with the arbitrator and the parties shall be set on the day of the hearing immediately preceding the hearing. The purpose of the conference is to stipulate to uncontested facts and documents; to review the process and conduct of the hearing; and to identify any potential problems.

Except as provided in Fresno County Ordinance 3.12.070, the parties have the right to be represented by the person of their choice.

The parties shall have the right to: call and examine witnesses; introduce exhibits; cross-examine opposing witnesses; impeach any witness; and to rebut the evidence against them.

Oral evidence shall only be taken on oath or affirmation.
REPORT OF HEARING

The arbitrator shall render his/her report to the parties in writing, including reasons for the decision, within thirty (30) calendar days of the completion of the hearing. Failure to comply with this provision shall result in the automatic waiver of the arbitration fee.

REMOVAL OF ARBITRATOR FROM PANEL

An arbitrator may be removed from the panel upon mutual agreement between the County of Fresno and the California Nurses Association. If an arbitrator is removed from the panel, a replacement will be added to the panel upon mutual agreement of the parties.

ARTICLE 15 – SAFETY AND HEALTH

It is the duty of management to make reasonable effort to provide and maintain a safe and healthy place of employment. The Association will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe and/or unhealthy practices, equipment, and conditions and to report any such unsafe and/or unhealthy practices or conditions to their immediate supervisors and complete the employee hazard report according to policy. It is agreed that the County shall not unlawfully discriminate against any employee because of the reporting by any nurse of any such unsafe and/or unhealthy practices or conditions. The employee shall receive a written response as to what action(s) were taken by the Department of Community Health to eradicate or improve the reported hazard.

ARTICLE 16 – EMPLOYEE BENEFITS

The parties agree that employees covered by this MOU shall have made available to them the same holidays, vacation, sick leave, health insurance, life insurance, dental insurance, bereavement leave, unemployment insurance, disability insurance, mileage reimbursement, and miscellaneous member retirement as are generally provided to a majority of other County bargaining units.

Benefits provided herein are to be maintained throughout the entire period of this MOU, unless otherwise agreed to.

ARTICLE 17 – PERMANENT PART-TIME EMPLOYEE BENEFITS

Except as otherwise specified herein, incumbents of part-time permanently allocated positions shall continue to receive all currently pro-rated benefits provided by the County. In addition, the County shall pay one-half (½) of the health insurance benefit contribution for each such part-time employee who regularly works fifty percent (50%) or more of the hours required of full-time employees. The County shall continue to pay the full health insurance contribution for employees who regularly work eighty percent (80%) or more of the hours required of full-time employees.
Health insurance coverage shall be optional for part-time employees who regularly work fifty percent (50%) or more of the hours required of full-time employees. When such employee options for health insurance coverage, such employee shall be required to pay the current employee premium contribution rate less one-half (½) of the County contribution for full-time employees. Eligible part-time employees may also enroll dependents on the same basis as full-time employees.

Part-time employees who regularly work less than fifty percent (50%) of the hours required of full-time employees shall not be eligible for health insurance coverage.

Employees occupying permanently allocated positions who work eighty percent (80%) or more of a full-time position shall be credited with eight (8) hours of holiday pay; the above employees who work less than eighty percent (80%) of a full-time position shall be credited with four (4) hours of holiday pay.

**ARTICLE 18 – MEDICAL CARE**

Workers’ compensation benefits shall be provided through the County’s Workers’ Compensation Program. If the nurse has notified the department in writing prior to the date of injury that he or she has a personal physician, the nurse shall have the right to be treated by such physician from the date of injury. Otherwise, the County reserves the right to designate a specific physician where said designation is deemed to be in the County’s best interest.

Annual influenza vaccinations will be provided to Unit 7 members at no cost. Advance notification will be provided to Unit 7 members regarding the location and time influenza vaccinations will be available.

**ARTICLE 19 – ANNUAL LEAVE**

The parties agree to the following Annual Leave and Annual Leave II outline until superseded.

**ANNUAL LEAVE PLAN MODIFICATION OUTLINE**

A. Annual Leave Plan (Outline): For employees hired before October 10, 1983:

   1. All Annual Leave (“Old Annual Leave”) balances as of October 9, 1983, are frozen at their then-current value and set aside.

      a. Employees may, at their option and upon approval by their department head, use hours from this balance at any time, for either sick or vacation purposes.

      b. Hours used from this balance are paid at the employee’s then-current rate of pay. The hours are deducted from the balance, and their current value is deducted from the established dollar value of the balance. Hours without dollar value may still be used for sick, vacation, or retirement purposes as provided herein.
Example: An employee has 100 hours of Old Annual Leave as of October 9, 1983, and the value of those hours is $5/hour x 100 hours = $500. The employee uses 10 hours of this Old Annual Leave at a time when his current rate of pay is $10 per hour. The hours balance is reduced to 90 hours. The dollar value of the balance is reduced by $10/hour x 10 hours = $100, resulting in a $400 balance.

2. Old Annual Leave balances as of October 9, 1983, are considered sick leave balances at termination and may be used to extend credit for retirement purposes. At the employee’s option, at termination the remaining dollar value of the Old Annual Leave balance shall be paid in cash instead of using the remaining hours balance for retirement credit purposes.

3. A second Annual Leave (“New Annual Leave”) balance is established beginning on October 10, 1983. New Annual Leave may be accrued without limit; however, only hours up to 1100 will be subject to cash pay-off in accordance with pay-off procedures (outlined in #4 below). Hours in excess of 1100 may be accrued, but shall be considered as sick leave balances at termination and may be used to extend credit for retirement purposes only.

4. To be eligible for New Annual Leave balance cash pay-off, employees must have at least three continuous years of service as a regular employee. Up to the first 120 hours of the employee’s New Annual Leave balance at termination shall be fully paid in cash at the employee’s then-current base salary. Annual Leave balances, if any, between 121 - 1100 hours shall be converted to a cash pay-off equivalent to a percentage of those hours at the employee’s then-current base salary. Such percentage shall be 5% for each year of actual service for the first 10 years and 7½% for each remaining year, up to a maximum of 100%. Service will be calculated on a pro-rated basis to the nearest full pay period.

5. Except as stated above with respect to cash pay-offs at termination or separation for Old and New Annual Leave hours, there will be no further cash payments of any kind for hours accrued.

6. All other elements of the Annual Leave Plan remain as is.

B. Annual Leave II (Outline): All existing employees covered by this MOU currently in the Vacation and Sick Leave Plan (established December 14, 1998) shall have any existing balances converted to the Annual Leave II Plan.

All existing employees covered by this MOU currently in the Vacation and Sick Leave Plan (established December 14, 1998) and the Annual Leave II Plan shall be subject to the provisions of Salary Resolution Section 600 Annual Leave II with the following exceptions:

1. Employees will be allowed to accrue Annual Leave II to a maximum of 550 hours. There shall be no accrual of Annual Leave II beyond 550 hours.
2. At the point of conversion, employees with Annual Leave II or combined Vacation and Sick Leave hours in excess of 120.00 hours will have the option to designate those hours in excess of 120.00 to be transferred to the Time Off Bank (TOB) upon implementation of this article. This designation will be a one-time only election and will be irrevocable upon execution. TOB hours will have no cash value, but may be used at anytime for either vacation or sick leave purposes.

3. Upon termination of County employment, any remaining TOB will be converted to retirement service credit.

4. Annual Leave II hours will be paid at 100% of the current hourly rate upon separation.

5. Salary Resolution Section 610.7 is no longer available for employees covered by this MOU (including employees currently in the New Annual Leave Plan).

6. All applicable sections of the Salary Resolution and MOUs will be modified to delete the Vacation and Sick Leave Program references and any other sections determined to no longer be applicable.

7. All employees hired after the conversion will be eligible for the Annual Leave II Plan.

8. This conversion requires modifications to existing computer programs of the County, therefore, the conversion shall not become effective until the beginning of the payroll period following the completion of such modifications.

C. It is the intent of the parties that registered nurses be permitted to take Annual Leave for vacation purposes to the maximum extent possible. It is the policy of the County that staffing shall be maintained at a level consistent with operational needs and the intent of this Section. Requests by registered nurses to use 40 or more hours of Annual Leave for vacation purposes which must be denied due to operational necessity shall be denied in writing, such denial to include the reasons therefore.

Annual Leave for illness purposes may only be used in the following cases:

1. A bona fide illness or injury of an employee;
2. Medical, dental, or eye care consultations;
3. Physical incapacity for the purpose of work caused or contributed by pregnancy or the recovery therefrom;
4. Illness of child or spouse in the immediate family.

**ARTICLE 20 – BEREAVEMENT LEAVE**

Each nurse occupying a permanent position shall be eligible for bereavement leave for up to five (5) consecutive work days to begin no later than 15 days after the day of notification.
of death of a qualifying relative, defined as the nurse's: husband, wife, parent, brother, sister, child, grandparent, or grandchild, or the corresponding relations by affinity. During the above-defined bereavement leave, the employee shall only be paid for any work hours regularly scheduled but not worked.

Employees taking bereavement leave shall submit a statement under penalty of perjury on a form provided by the County stating the name of the deceased, place of death, relationship to the employee, and circumstance showing that the time taken as bereavement leave was reasonably necessary in order for the employee to attend to any necessary family obligations.

**ARTICLE 21 – LEAVES OF ABSENCE**

Unpaid leaves of absence, consistent with the County Personnel Rules, shall be granted for nurses in permanent positions for medical purposes when the nurse’s physician certifies that such a leave is necessary subject to verification by the County Medical Examiner.

Other leaves of absence shall be granted upon request provided they do not unreasonably interfere with the operation of the department.

Upon return from an authorized leave of absence, the nurse shall be employed in the same classification, and if there is an opening, appointed to the same shift and unit. When no shift and/or unit vacancy exists, the nurse shall receive priority consideration for unit and shift assignment when a vacancy occurs.

**ARTICLE 22 – EDUCATION LEAVE/ORIENTATION**

When attendance at any education program is at the department’s request, the Registered Nurse in attendance shall receive, in addition to reimbursement of expenses incurred in attending such programs, the regular rate of pay including the employee's usual amount of differential, if any, for those hours spent attending the class, in addition to payment for hours worked.

Registered Nurses shall be granted forty (40) hours of leave with pay per calendar year with advance approval to participate in courses, institutes, workshops, seminars, or other classes of an educational nature related to continuing education requirements or the specific assigned working area. This article shall not operate to reduce the amount of educational leave now enjoyed by the nurses covered by this MOU. Mandatory training scheduled by the department shall not be counted as part of the forty (40) hours. Hours taken as educational leave by nurses shall be counted as such on the time cards. Continuing education certificate or other proof of completion is required.

The employee shall give one (1) month’s notice of the educational program. Permission for CEL shall not be unreasonably denied. Approval or denial will be made by management within seven (7) calendar days of the request.
RN’s who request CEL on their regularly scheduled work day shall be granted leave hours equal to the number of CE hours required for the program. CEL, AL, Dock or accrued Comp Time may be used at the employee’s discretion to supplement up to the employee’s usual number of work hours for that day.

RN’s who request CEL on a day or shift other than their regularly scheduled work day or shift shall be granted release hours without pay equal to the number of CE hours of the program. CE hours shall be entered as CE time on the actual day attended. This release time shall be mutually agreed upon. CE, AL, Dock or accrued compensatory time may be used at the employee’s discretion to supplement the employee’s usual number of work hours for that day or shift.

If CE time is used in addition to the full worked pay period, CE will be paid at straight time.

Nurses shall not be charged a fee for classes offered by the County except when a nurse voluntarily chooses to attend a class involving extraordinary cost relative to use of outside consultants, equipment, books, etc.

When a travel request is submitted, it shall be accompanied with a completed Justification for Attending Workshop/Seminar form. These forms must be submitted at least fifteen (15) days prior to the departure date.

Within two (2) weeks after the nurse’s return from the workshop/seminar, the nurse must complete a Summary of Workshop/Seminar Experience form and return it to the department.

Each nurse when hired will be presented with a general orientation schedule which will be determined by the respective departmental management. In addition, the nurse shall receive an orientation schedule peculiar to his/her particular area. Orientation and continuing education programs will be in compliance with JCAH and Title XXII licensing standards. In the Departments of Community Health, Behavioral Health, and Children and Family Services, this will be developed by the supervisor. Each orientation program will be completed within a prescribed period of time as set forth in the respective schedule. Except in an emergency, during the orientation the nurse being oriented shall not be included in the staffing pattern until the nurse’s orientation is completed. Management shall make effort to insure that the orientee shall not be counted in the staffing pattern.

The County will establish and maintain on-going, in-service training for members of this Unit, including an orientation program for newly hired nurses.

The Departments of Community Health, Behavioral Health, and Children and Family Services will make available to the members of this Unit continuing education programs which will be in compliance with regulations of the State of California, Department of Consumer Affairs, Board of Registered Nursing.
ARTICLE 23 – NURSE RECRUITMENT AND RETENTION

It is the mutual agreement of both the County and the Association that Nurse recruitment and retention is vital to maintaining quality patient care and that during the term of this MOU aggressive recruitment will be carried out for all open and impending nursing positions. Recruitment will reflect key economic and professional benefits of employment with the County and include advertisements in newspapers and nursing journals.

ARTICLE 24– HOLIDAYS

Holidays:

The dates listed below which fall within the normal workweek of Monday through Friday shall be considered paid holidays and shall be observed subject to provisions contained in the Salary Resolution.

January 1, third Monday in January, third Monday in February, March 31, last Monday in May, July 4, first Monday in September, November 11, and December 25.

Every Monday following a Sunday which falls on January 1, March 31, July 4, November 11, or December 25.

Every Friday when such Friday immediately precedes January 1, March 31, July 4, November 11, or December 25.

Thanksgiving Day.

Friday following Thanksgiving.

For Nurses who are employed in a work unit which remains open seven (7) days a week, the following shall be considered paid holidays:

January 1, third Monday in January, third Monday in February, March 31, last Monday in May, July 4, first Monday in September, November 11, and December 25.

Thanksgiving Day.

Friday following Thanksgiving.

When employees in permanent positions in classifications eligible for overtime are required to work on a holiday as defined herein, the time so worked shall be compensated at the rate of two and one-half (2½) times the employee’s regular rate of pay for the first eight (8) hours worked and at time and one-half (1½) the employee’s regular rate of pay for all subsequent hours worked on the holiday. Holiday compensation is not included as FLSA overtime in the FLSA work period. Therefore, holiday compensation can be received in cash or compensatory time off. Employees may accrue up to eight (8) hours of the above holiday compensation as holiday credit per holiday.
Except as herein provided to the contrary, an employee shall be credited with up to eight (8) hours of holiday time for a holiday on his/her regular day off.

Equitable Rotation of Holidays:

All holidays mentioned under this article shall be equitably rotated among all members of the bargaining unit, to ensure that the same employee shall not receive the same holiday off in two consecutive years without mutual agreement between management and all affected employees. For example, if a Registered Nurse is off for Christmas she/he shall not be off for Christmas the following year unless all other Registered Nurses who did not have Christmas off the year before decline to take it off the following year. This shall not prohibit Registered Nurses from trading holidays among themselves once holiday bidding and assignment has taken place.

Holidays – Calculation of Retirement Benefits

Those employees who are assigned to work in a twenty-four (24) hour facility, and who as part of his/her regular schedule, work on a holiday, shall have the first eight (8) hours worked included in the calculation of retirement benefits.

ARTICLE 25 – DAMAGE TO PERSONAL PROPERTY OF EMPLOYEE

County may provide payment:

Pursuant to Government Code Section 53240, the County may provide for the payment of the costs of replacement or repair of property or prosthesis of an employee, such as eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by the employee, when such items are lost or damaged in the line of duty without fault of the employee.

Eligibility:

Damage to items being claimed must occur without fault of the employee and while the employee is on official County business. All claims must be verified and approved by the employee’s department head.

Procedure:

All claims for reimbursement must be submitted to the Auditor-Controller within thirty (30) days after damage was incurred.

1. All receipts, invoices, and estimates of repair or value must be attached to claim when submitted.

2. Estimates of value or repair must be made by a dealer or authorized repairperson of the items being claimed and not by the employee.
3. If the items are damaged beyond repair, or if the cost of repair exceeds the estimated value, reimbursement shall be made on the value of the items at the time the damage occurred.

**Appeal:**

The department head may appeal the Auditor-Controller’s decision to deny the claim by requesting the Auditor-Controller to present the claim to the Board of Supervisors. The Auditor-Controller will process the appeal as a consent item on the Board of Supervisors’ agenda. Decisions of the Board of Supervisors are final.

**ARTICLE 26 – PRIVATE VEHICLE USAGE**

Departments may authorize their department employees to use their private vehicle to travel on business for the County provided that each such employee shall have first complied with County automobile insurance requirements.

In order to be authorized travel by private vehicle, the employee must possess an appropriate valid California driver’s license and required insurance with limits of not less than $100,000/$300,000 public liability and $25,000 property damage, or a combined single limit of $300,000.

Any employee authorized to travel on business for the County and who has been duly authorized to use and does use a privately owned automobile shall be allowed and paid as traveling expenses for the actual miles traveled during any calendar month at the rate authorized by the Internal Revenue Service (IRS). This rate shall become effective on the date approved by the Board of Supervisors authorizing the IRS rate on a County-wide basis. Subsequent changes of the rate shall become effective on the pay period following the County’s receipt of the published IRS rate.

**ARTICLE 27 – PARKING**

County will continue to make every reasonable effort to provide parking for employees who regularly find it necessary to use their own vehicle for transportation to work location.

Security Officers will be available upon request, unless otherwise involved in a security matter, to escort Jail infirmary swing shift employees to their vehicles.

**ARTICLE 28 – REPRESENTATION IN COURT**

Subject to all appropriate provisions of California Government Code Sections, the County will, upon request of an employee or former employee, defend against any claim or action for an injury arising out of an act or omission occurring within the scope of employment as an employee of the County and will pay any judgment based thereon or any compromise or settlement of the claim or action to which the County has agreed.
ARTICLE 29 – COURT APPEARANCES

All employees shall receive full compensation as though they were performing their duties during such time as they are required to appear as a witness before any Grand Jury or in any court as:

1. A juror;
2. Witness in a criminal case;
3. Witness in a civil case for the purpose of giving testimony as to facts related to or the knowledge of which they have received in the course of their County employment;
4. A party to an action arising out of the course of County employment.

The employee shall claim any jury, witness, or other fee to which the employee may be entitled by reason of such appearance and forthwith pay the same over to the Auditor-Controller to be deposited in the appropriate fund of the County. The reimbursement shall not apply to any meal allowance or travel allowance, unless the employee is reimbursed by the County.

Whenever practicable, as determined by management, employees called for jury duty will be assigned to a day shift schedule.

Any employee who initiates an action against the County or who appears in court on behalf of an employee organization against the County shall not receive paid time off for such appearance.

Employees shall not be compensated for performing as a member of any Grand Jury.

ARTICLE 30– PROMOTIONS, LAYOFFS, DEMOTIONS, AND DISMISSAL FOR CAUSE

These actions shall be governed by provisions of the Fresno County Personnel Rules. A copy of the Fresno County Personnel Rules shall be available for review by any Nurse upon request in the Human Service System Administration and the Department of Personnel Services.

ARTICLE 31 – SCHEDULING

Each work schedule shall cover a period of two (2) weeks. The schedule covering the current date and the schedule immediately following it shall be posted on each Nursing unit at all times.

Every attempt shall be made in scheduling to maximize the frequency of Saturday/Sunday weekends off.

Where schedules, approved by management, are developed for any or all work locations
and presented by the Association, employees of this Unit shall be scheduled for every other Saturday and Sunday off. These schedules must provide for the staffing level required by management in each nursing post involved without incurring additional staffing costs through overtime, additional personnel, call-backs, etc.

Each work schedule shall clearly set forth assigned working times for all employees. Schedules shall include:

a. A minimum of one (1) Saturday/Sunday weekend off every other week shall be provided.
b. Any agreed-upon flexible or “non-standard” working hours.
c. Split shifts shall not be scheduled unless mutually agreed upon.
d. Existing modified permanent work week schedules shall not be changed without advance notice to the Association and the opportunity to meet and confer on any proposed change.

Every effort shall be made to adhere to posted work schedules.

Except in instances of voluntary change for the convenience of the nurse, or cases of emergency, as determined solely by management, changes in scheduled calendar work days and/or scheduled calendar days off shall require a minimum of seven (7) full calendar days advance notice. If the full advance notice required herein cannot be given, each nurse rescheduled to work any day with less than seven (7) full calendar days notice, shall be compensated at time and one-half the regular hourly rate for all hours worked on such days.

Every effort shall be made to adhere to posted Annual Leave schedules.

Vacations of forty (40) consecutive work hours or longer which have been scheduled and agreed to by management more than six (6) weeks in advance of the vacation beginning date shall not be cancelled or modified by management unless a minimum of six (6) weeks advance written notice is provided to the nurse by management.

The only exceptions to this provision shall be in the case of an emergency as determined solely by management; or of a reassignment from one area of service to another area of service which has been initiated by the nurse.

Employees of the County may propose alternative work schedules to their immediate supervisor or to management staff. These alternative schedules shall show how employee needs and client services can be maintained. Implementation of employee proposed alternative work schedules shall be after a sideletter agreement is reached between CNA and the Labor Relations Division.
ARTICLE 32 – PROFESSIONAL PRACTICE COMMITTEE

Purpose:

The parties agree to the formation of an advisory “Professional Practice Committee”. The purpose of this employee committee is to:

a. Work constructively for the improvement of patient care and nursing practices.

b. Recommend to management ways and means to improve patient care.

c. Recommend changes in working conditions, which will improve nurse safety and health.

d. Discuss and, where appropriate, recommend changes in standardized procedures.

e. To make recommendations to the County, where in the opinion of the Committee, a critical Nurse staffing shortage exists.

f. To consider constructively the improvement of safety and health conditions which may be hazardous.

g. To review and make recommendations to the department head regarding job-sharing arrangements.

Nothing herein describing the role of the Professional Practice Committee (PPC) shall be construed as limiting managers to make the final decision regarding these matters.

Committee Composition/Meetings:

The PPC shall be composed as follows:

The PPC shall be composed of a cross section of up to eight (8) Registered Nurses employed within the County. The Committee members shall be elected by the Registered Nurse staff covered by this MOU and the results shall be communicated in writing to the department head/designee. Within ten (10) working days, at the request of the County, the parties shall meet and discuss the composition of the committee to ensure an appropriate cross section of Registered Nurses are represented.

PPC members must obtain his/her supervisor’s approval to attend scheduled meetings. Denial of attendance shall not be done arbitrarily/capriciously. The PPC shall schedule six (6) meetings per calendar year, and may elect up to two (2) additional meetings per calendar year. The PPC shall prepare an agenda, which shall be provided to the department head/designee for informational purposes two (2) weeks in advance of a scheduled meeting. Additionally, the PPC shall keep minutes of all meetings, a copy of which shall be provided to the department head/designee no later than two (2) weeks after
a meeting.

Upon mutual agreement between management and the PPC, additional meetings may be scheduled.

Meetings, or portions thereof, that occur during the members, or invitees, scheduled working hours will be considered as time worked.

**PPC Recommendations:**

Once approved by the PPC, recommendations shall be forwarded to the appropriate department head/designee.

The department head/designee will respond in writing within 30 calendar days. Should the recommendation(s) be denied, reasons for this denial will be provided.

**Limitations**

The role of the PPC is advisory. Subjects for discussion are restricted to those specified in Article 32.1 and shall not include matters subject to the grievance process.

**Nursing Information**

Requests for daily staffing records as well as non-confidential information pertaining to the mission of the PPC will be provided, upon request, in a timely manner not to exceed ten (10) days from the date of the request, unless mutually agreed.

**ARTICLE 33 – OVERTIME**

The following overtime provision shall apply to all employees of this Unit.

All employees shall receive compensation in cash or compensatory time off at the rate of one and one-half (1½) the employee’s hourly rate of pay for overtime worked.

In the computation of “Overtime”, only productive time (actual time worked) shall be utilized.

Should employees of this Unit be scheduled by management to work more than seven (7) consecutive work days, commencing on the eighth (8th) day, the employee will be compensated at two (2) times his/her regular hourly rate for each hour worked until such time as two (2) consecutive days off are received. This payment shall only apply when the employee has been scheduled by management and ordered to work more than seven (7) consecutive work days and does not apply when the work is as a result of the employee volunteering.

Double-time overtime for employees in this Unit assigned to a twelve (12) hour work schedule will commence after the fifth (5th) consecutive twelve (12) hour day of work as
scheduled by management and shall continue until such time as two (2) consecutive days off are received.

Double-time overtime for employees in this Unit assigned to a 4/10 work schedule will commence after the sixth (6th) consecutive ten (10) hour day of work as scheduled by management and shall continue until such time as two (2) consecutive days off are received.

All overtime shall be paid in cash unless the employee opts to receive compensatory time off. If compensatory time is chosen, the employee may accumulate up to fifty-two (52) hours at any given time. Anything over the maximum fifty-two (52) hours balance will be paid in cash automatically.

All remaining compensatory time off balances, if any, shall be paid off annually in cash during the last pay period of the fiscal year, except that employees with less than three (3) years of continuous service may request waiver of payment in writing in advance of payment.

Compensatory time will be taken off at a time mutually agreed upon by the department head or his/her representative and the employee.

Holiday time shall be handled in the same manner as overtime and will be included in the overtime fifty-two (52) hours maximum balance for compensatory time off.

Consistent with other provisions of this MOU and Salary Resolution, Section 800 - Overtime, overtime shall also include all authorized consecutive hours worked over eight (8) (nine (9), ten (10), twelve (12), etc.) hours in a day and which extend into a new day. This provision shall include hours worked before or at the end of a normal work schedule. However, overtime paid in this setting shall not be included in any overtime/double-time overtime computation for regularly assigned work hours on the new day.

**ARTICLE 34 – ON-CALL**

Any Registered Nurse who is required to be on call while off the premises shall be paid at the rate of twenty-five percent (25%) of the nurse’s hourly rate for all hours the nurse remains on call.

Employees who are authorized by management to receive work-related phone calls at home in lieu of returning to the work site shall be compensated at time and one-half (1½) of their base hourly rate for time actually spent addressing the call.

When on standby/on-call, the employee shall remain within a reasonable distance from the work site and inform the designated supervisor or management person of where they may be reached.
ARTICLE 35 – CALL-BACK

All call-backs, in any department, on regular days off shall be compensated at time and one-half (1½) the regular hourly rate for either a minimum of two (2) hours or the time actually worked, whichever is greater. For the specific purpose of call-back, time actually worked shall include time spent traveling to work and returning home.

Employees who meet the criteria for use of private vehicles shall be reimbursed for mileage driven both ways between their permanent local residence and their reporting point at the current reimbursement rate.

Nurses called in, who are then unable to work their regularly scheduled shift may use compensation time and shall not be required to use Annual Leave.

ARTICLE 36 – OUT-OF-CLASS ASSIGNMENTS

Upon approval by the County Administrative Officer in accordance with the Fresno County Salary Resolution, employees who are assigned to perform the full range of job duties for a higher level authorized position for more than two (2) full pay periods shall be paid at the higher rate for a period not to exceed nine (9) months. Payment for working out of classification will begin not later than the third (3rd) pay period.

Nothing in this article shall be construed as limiting management’s authority to make temporary assignments for the purposes of vacation relief or meeting emergencies; however, emergency assignments shall not extend beyond a period of such emergencies.

ARTICLE 37 – REST PERIODS

Each employee is allowed a relief period during each half of the workday and a minimum thirty (30) minute lunch period. In instances where employees are unable to take their thirty (30) minute lunch period, management shall authorize one of the following options: earlier departure time, overtime, or CTO.

ARTICLE 38 – PERFORMANCE EVALUATION

Probationary employees shall receive a performance evaluation just prior to completion of three (3) months of service and again just prior to completion of six (6) months of service.

Permanent employees shall receive performance evaluations yearly, just prior to completion of each year of service.

If a Registered Nurse does not receive an evaluation generally within the prescribed time, his/her work shall be considered to be entirely satisfactory.
ARTICLE 39 – PERSONNEL FILES

The Registered Nurse’s personnel file is strictly confidential. Without the nurse’s written permission, only the Personnel Department and other employment-related persons shall have access to the file, and then only for work-related use.

No detrimental material will be placed in the nurse’s file unless it has first been discussed with the nurse and the nurse has an opportunity to respond. A copy of such material will be provided to the nurse. The response of the nurse will also be placed in the personnel file and remain there as long as the detrimental material remains in the file.

Registered Nurses, or their representative with written permission, shall have access to their own personnel file and be entitled to copies of anything therein except letters of reference.

ARTICLE 40 – DIRECT DEPOSIT

The County and the Association agree that all paychecks of employees shall be directly deposited by the Auditor-Controller in a financial institution of the employee’s choice, which does not charge the County any fee(s) for such service.

Employees who wish to begin or to continue having their paychecks direct-deposited to a financial institution which charges Fresno County a fee for such service may do so only if they reimburse the County for the fee through a payroll deduction. This provision is only applicable if the financial institution will still accept the direct-deposit of County paychecks.

Employees who do not either designate an alternate financial institution or indicate a desire to reimburse the County for the fee through payroll deduction by the last pay day where no service or other charge is levied by the financial institution will have that and all succeeding paychecks deposited in an account established for their use at the Fresno County Federal Credit Union unless and until another financial institution has been designated on the appropriate form by the employee and forwarded to the Auditor-Controller for processing.

ARTICLE 41 – MANAGEMENT RIGHTS

A. All County rights, powers, functions, and authorities except as expressly abridged by this MOU shall remain vested in the County whether or not they have been exercised in the past.

B. No portion of this County Management Rights article shall be construed to obligate the County in any way.

C. All decisions made in accordance with County Management Rights which are established in this article or are inherently existent shall not be subject to any aspect of the grievance procedure or unfair employee relations practice charge.
D. This article is not intended to nor may it be construed to modify the provisions of the Charter relating to Civil Service or personnel administration. The Civil Service Commission shall continue to exercise authority delegated to it.

E. This article is not intended to modify those rights which have been granted to employees in this MOU following procedures specified in Government Code Sections 3500 et seq.

F. In this exercise of its rights, the County shall not require an employee to perform an act or acts contrary to licensing law.

G. This article is not intended to restrict consultation with the Association at the request of the latter regarding matters within the right of the County to determine.

H. The rights, powers, and authorities of the County include, but are not limited to, the sole and exclusive right to:

1. determine the mission of its constituent departments, commissions, boards, and committees;

2. set standards of services and evaluate the County’s effectiveness in delivery of these services;

3. determine the procedures and standards for employee selection, promotion, demotion, transfer, reassignment and/or layoff;

4. select, train, direct, assign, demote, promote, lay-off, dismiss its employees;

5. communicate fully and openly with its employees on any subject at any time orally, in writing, both at work or through the U.S. mail;

6. take disciplinary actions for just cause;

7. relieve its employees from duty or reassign employees because of lack of work or for other reasons the County considers legitimate;

8. evaluate and maintain the efficiency of County operations;

9. determine and change the method, means, personnel, and standards by which County operations are to be conducted;

10. determine the content of job classifications;

11. take all necessary actions to carry out its mission in emergencies including the suspension of portions or all of this MOU for the period of emergency as determined by the County;
12. exercise complete control and discretion over its organization and the technology to perform its work;

13. make rules and regulations pertaining to employees consistent with this MOU;

14. make all financial and budgetary decisions;

15. establish, allocate, schedule, assign, modify, change and discontinue workshifts and working hours and workweeks;

16. contract, subcontract, establish, merge, continue or discontinue any function or operation of the County;

17. engage consultants for any future or existing function or operation of the County;

18. order overtime.

**ARTICLE 42 – EMPLOYEE APPEALS**

When an employee believes he or she has been adversely affected as a consequence of an action by the County, he or she may appeal the consequence, where applicable, through:

1. Discussion informally with the immediate out-of-unit supervisor;

2. The grievance procedure, when the alleged adverse action falls within the definition of a grievance, as specified in the procedure;

3. The Civil Service Commission, when the alleged adverse action is appealable, as specified in the Personnel Rules or in Section 3.12.430 of the Employee Relations Ordinance (Unfair Employee Relations Practices).

Nothing contained hereinabove shall be construed to limit the rights of management as specified in this MOU. This article is not intended to modify those rights which have been granted to employees following procedures specified in Government Code Section 3500 et seq.

**ARTICLE 43 – MOU - PRINTING AND DISTRIBUTING**

The County shall print fifteen (15) copies of this MOU for use by CNA.

**ARTICLE 44 – COMPUTER PROGRAMMING MODIFICATIONS**

Notwithstanding any language in this MOU to the contrary, the respective articles of this MOU which will involve modifications to existing computer programs of the County shall not become effective until the beginning of the payroll period following the completion of such modifications provided; however, that in making the various computer program modifications involved herein priority will be given to overtime and health insurance
changes. Furthermore, the provisions of this article shall not be used to extend the
effective date of salary changes.

**ARTICLE 45 – SPECIAL DIFFERENTIALS AND ALLOWANCES**

1. Charge Nurse/Lead Worker Differential: Nurses who are assigned to perform charge,
supervisory, or Nurse Manager duties on any shift shall receive One Hundred Fifty
and No/100 Dollars ($150.00) per pay period pro-rated for the actual number of hours
worked in that capacity. Said assignment shall be made in writing via either posted
work schedules or otherwise by a Nurse Manager, supervisor, or manager.

2. Psychiatric Health Facility, County Jail, and Juvenile Hall: An allowance of Fifty and
No/Dollars ($50.00) per pay period shall be paid to each employee of this Unit who is
assigned to the County’s Psychiatric Health Facility (PHF) Unit, County Jail, or
Juvenile Hall.

   a. This allowance shall continue for employees permanently assigned during periods
      of vacation, sickness, and temporary reassignments for training or other purposes.
      When a temporary reassignment is to be for one (1) month or more no differential
      shall be paid.

   b. Employees who are temporarily assigned for a period of four (4) or more
      consecutive hours or who are part-time employees assigned to the facility for a
      period of four (4) or more consecutive hours shall be paid the Fifty and No/100
      Dollars ($50.00) allowance on a pro-rated per-day basis.

   c. Employees assigned to programs which may in the future be, but are not
      presently, located in the PHF facility shall not receive the PHF differential unless
      they access the locked inpatient facility.

3. **Shift Premiums:**

   a. The evening shift differential shall be ten percent (10%) for time worked between
      the hours of 3:00 p.m. and 11:00 p.m.

   b. The night shift differential shall be fifteen percent (15%) for time worked between
      11:00 p.m. and 7:00 a.m.

   c. 1) Evening shift employees who work overtime beyond 11:00 p.m. shall receive
       shift differential for overtime hours worked.

       2) Night shift employees who work overtime beyond 7:00 a.m. shall receive shift
       differential for overtime hours worked.

       3) Shift differential shall be paid at the appropriate rate when employees are
called back.
d. Day shift employees working a regular shift which falls between the hours of 5:00 a.m. and 7:00 p.m. shall not be eligible for shift premium for any regular hours worked.

e. There shall be no shift premium paid during periods of Annual Leave, sick leave use, during holiday time off, and during periods of temporary reassignment to work hours excluded from shift premium payment.

4. Weekend Differential:

a. Employees of this Bargaining Unit shall be paid an additional five percent (5%) of base pay when working between the hours of 11:00 p.m. on Friday and 11:00 p.m. on Sunday.

ARTICLE 46 – PAGING DEVICES AND CELLULAR TELEPHONES

Any nurse required by the designated supervisor or manager to carry a paging device shall have one provided by the County.

Cellular telephones will be made available for check out by any nurse required to conduct a home visit. Upon return from the home visit the nurse shall immediately return the cellular telephone to his/her supervisor.

ARTICLE 47 – PERSONNEL DOCUMENTS – JOB CLASSIFICATION TITLES

All formal personnel documents used in communicating with nurses or for intra/interdepartmental personnel transactions or information shall include the official County Job Classification Title or Job Classification Number or both.

Nothing herein shall act to inhibit the use of working titles for position identification purposes; nor to preclude the use of other identifiers which may be contained in a variety of supervisory or managerial working papers.

ARTICLE 48 – ON-THE-JOB INJURIES

Employees who are seriously injured; or who become ill; or who are exposed to toxic materials; any of which are as a result of an incident or exposure on the job which causes need for medical treatment and who cannot return to work, as verified by a California licensed physician’s statement, on the day such incident occurs, shall receive their full normal compensation for that day as though they had continued to work. There shall be no required use of annual or sick leave time for such day.

Under conditions set forth below, the County will continue to pay the County contribution toward the employee’s health insurance for up to fifteen (15) full pay periods. The Health Benefit Plan employee-only contribution will be paid when all of the following conditions have been met:
1. The employee is on an approved medical leave of absence under provisions of County Personnel Rule 7.

2. The medical leave of absence is a result of a bona fide on-the-job injury or illness.

3. The employee has exhausted all accrued paid time off including, but not limited to, Annual Leave, sick leave and compensatory time off.

4. The employee has not been released by the attending physician to return to duty on a full- or part-time basis.

The employee will assume full responsibility for payment of the employee-only premium at the beginning of the sixteenth (16th) pay period of a medical leave of absence due to an on-the-job injury or illness. The employee retains full responsibility for payment of Health Benefit Plan premiums for any continued dependent coverage regardless.

**ARTICLE 49 – CONTINUITY OF OPERATIONS**

Continuous and uninterrupted service to the citizens of the County, and orderly employee/employer relations between the County and its employees are essential considerations of this MOU. Therefore, the Association agrees on behalf of itself and those County employees which it represents that there shall not be any strikes, picketing, boycotting, work stoppages, sitdowns, sickouts, speed-ups, slow-downs, or secondary actions such as refusal to cross picket lines or any other concerted refusal to render services or to obstruct the efficient operations of the County or refusal to work, including refusal to work overtime, or any other curtailment or restriction of work at any time.

In the event the County determines there to be a violation of this article by the Association and/or the employees which it represents, the employer may, in addition to other remedies, discipline such employees up to and including discharge.

The County shall not utilize a lock-out technique in its employee-employer relationships.

**ARTICLE 50 – ANNUAL LEAVE MANDATORY USAGE – EMPLOYEES ON UNPAID LEAVES**

It remains the policy of the County that employees be permitted to take Annual Leave for vacation purposes to the maximum extent consistent with operational needs.

Minimum usage of Annual Leave hours for employees on approved leave of absence shall be as follows:

Those employees who have been on approved leave of absence from zero (0) to four (4) full pay periods duration during the payroll year shall also be required to use the requisite one-hundred twenty (120) hours of Annual Leave for vacation, illness or other purposes during the payroll year. Employees who have been on an approved leave of absence from five (5) to nine (9) full pay periods duration during the payroll year shall be required to use a minimum of eighty (80) hours of Annual Leave. Employees who have been on an
approved leave of absence from ten (10) to twelve (12) full pay periods duration during the payroll year shall be required to use a minimum of sixty (60) hours of Annual Leave. Employees who have been on an approved leave of absence longer than twelve (12) full pay periods duration during the payroll year are not required to use Annual Leave hours.

**ARTICLE 51 – FLEXIBLE SPENDING ACCOUNT**

During the term of this MOU, the County will automatically provide employees of this Association a “Flexible Spending Account”. The Flexible Spending Account is offered pursuant to the provisions of Section 125 of the Internal Revenue Code. This account has been established to permit employees to pay for certain authorized expenses such as health insurance premiums, health insurance deductible, and child care services from pre-tax dollars. All costs associated with the enrollment and administration of this account will be paid by the County.

**ARTICLE 52 – CONTRACTING OUT**

The County will notify the Association of its intent to request proposals for the contracting out of the performance of County services when those services are currently being performed by incumbents of this unit’s classifications. This notification will occur not later than at the same time the “RFP” is disseminated.

Upon the Association’s request, the County will meet and confer with the Association regarding the impact of management’s decision to contract out services where those services are being performed by current incumbents of affected unit classifications or where layoffs may be contemplated because of the decision to contract out services.

At the request of the Association, the parties agree to meet to discuss the creation of recommended factors, for consideration by the Board of Supervisors, prior to the contracting out of services where those services are being performed by current incumbents of affected unit classifications.

**ARTICLE 53 – SAVINGS CLAUSE**

The provisions of this MOU are declared to be severable and if any section, subsection, sentence, clause, or phrase of this MOU shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses and phrases of this MOU, but they shall remain in effect, it being the intent of the parties that this MOU shall stand notwithstanding the invalidity of any part.

Should any portion of this MOU be found invalid or unconstitutional the parties will meet and confer to arrive at a mutually satisfactory replacement for the portion found to be invalid or unconstitutional.

**ARTICLE 54 – ADMINISTRATIVE HEARINGS**

Upon the approval of the department head or his/her designee, a maximum of six (6) employees shall receive compensation, as if they were working, for appearing as a witness
on behalf of the complainant in a Fresno County hearing related to an employee grievance, discrimination complaint, retirement, Civil Service Commission matter.

**ARTICLE 55 – PUBLIC SERVICE RETIREMENT CREDIT**

The parties acknowledge that the Fresno County Board of Supervisors desires to adopt, through Resolution, provisions of the County Employees Retirement Law of 1937 (1937 Act) effective April 1, 2001, allowing employees who are members of the retirement system to purchase prior public service for retirement credit purposes. Consequently, the California Nurses Association agrees to the following terms and conditions which will be incorporated into the Board’s Resolution:

1. Those employees who are members of the Fresno County Retirement System as of April 1, 2001, will have until June 30, 2001, to request the purchase of prior public service credit; requests received after June 30, 2001, for this group of employees, will not be processed.

2. Those employees who become members of the Fresno County Retirement System after April 1, 2001, will have a three-month period after they become members to request the purchase of prior public service credit; requests received after the three-month period will not be processed.

3. Employees may purchase up to a maximum of four (4) years of qualifying public service credit.

4. Employees’ contributions associated with the purchase of public service credit shall be made by lump sum payment or by installment payments, consistent with Section 31641.2, (a) and (b).

5. Consistent with Section 31641.95, the Board of Supervisors may at anytime discontinue this option through Resolution.

**ARTICLE 56 – BILINGUAL SKILL PAY**

Pay Provisions

1. Bilingual Skill Pay will be a maximum of $23.08 per pay period (approximately $50 per month).

2. Bilingual Skill Pay will not be paid during periods of time off (e.g., Annual, Vacation or Sick Leave, etc.); it shall be prorated on an hourly basis.

3. Employees will be paid a maximum of $23.08 per pay period regardless of the number of languages they are certified for.

**Position Designation/Eligibility**
1. An employee may be eligible to receive Bilingual Skill Pay after being certified by the Department of Personnel Services and when occupying a permanently allocated position that is designated, by the Department Head or designee, to utilize a bilingual skill(s). Furthermore, the need for the bilingual skill(s) must be identified as crucial due to the nature of services provided. “Crucial due to the nature of services provided” shall be defined as any amount of time deemed necessary by the department in order to meet the needs of the public such as:

   - A direct public contact position;
   - An institutional or healthcare setting dealing with inmates or patients; or
   - A position needed to perform interpretation, translation or specialized activities for the department and its clients.

2. In addition to the above, the position must also be authorized by the County Administrative Officer, or his/her designee, for Bilingual Skill Pay.

3. Where organizationally feasible, departments should ensure that positions clearly meet the standards by centralizing the bilingual responsibility in as few positions as possible.

**Bilingual Proficiency Examinations and Certification Process**

1. Bilingual proficiency examinations and certification will be administered by the Department of Personnel Services.

2. Bilingual proficiency exams will be conducted using an oral board panel consisting of a minimum of two (2) persons. Panel members may be County or non-County employees and/or members of the community. Panel members shall not be in the same bargaining unit as the examinee. The Department of Personnel Services shall make a reasonable attempt to utilize panel members not in the same department as the examinee.

3. Departments may submit, to the Department of Personnel Services, languages identified for testing upon meeting the criteria as detailed in the Position Designation/Eligibility section above. After initial implementation of the exam and certification process, periodic bilingual proficiency exams will be scheduled.

4. Employees may submit Bilingual Certification Applications to be scheduled for bilingual proficiency exams directly to the Department of Personnel Services, Employment Services Division. Application deadlines shall not be appealable or grievable.

5. Upon passing a bilingual proficiency exam, the employee shall be certified in that language(s) and will not be required to retest unless they have a break in County employment.

6. Employees that have been certified as bilingual proficient by the Department of Personnel Services shall not be eligible to receive Bilingual Skill Pay unless the requirements as detailed in the Position Designation/Eligibility section are met.
This shall also apply to those employees that have successfully passed a bilingual proficiency exam administered by their department as a condition of employment. For an employee to qualify for a testing waiver and be certified, authorized department representatives shall submit to the Department of Personnel Services, an employee’s name, language(s) tested, and any other information necessary for efficient administration of the program. These employees shall not be required to retest through the bilingual proficiency exam process established with this agreement, but shall be considered as already certified.

7. Appeal Process:

- 1st Examination Failure – the employee may request to be re-tested by a new panel. The employee must submit a written request to the Department of Personnel Services within 10 working days of the date of the notification of failure. Personnel Services will have 30 working days, or longer if mutually agreed, to schedule a re-test.

- Subsequent Examination Failure – upon an employee’s second failure, the employee must wait until the next regularly scheduled examination period to apply for a bilingual proficiency exam.

**ARTICLE 57 – WEINGARTEN RIGHTS**

The County and the California Nurses Association agree that it is in the best interest of both parties and the best interest of the County’s employees that all employees be informed of their Weingarten Rights.

The County agrees that every employee who is subject to an administrative investigatory interview by management will be given a copy of their Weingarten Rights and a form to indicate if he/she wishes to invoke his/her Weingarten Rights. The employee will be given time to read the form and mark if he/she wishes to have a representative in the meeting. The employee will then sign the form and be given a copy of the signed form. This form is available on the Personnel Services website and a copy is attached as Addendum No. 3.

This article shall not be grievable or appealable, except for the employee’s right to appeal if their Weingarten rights are violated.

**ARTICLE 58 – ASSOCIATION LABEL**

The County agrees that any employee covered by this MOU shall have the right to wear on their person and/or display in their workstation their Association affiliation. This includes buttons, lapel pins, pens and ribbons, unless doing so is contrary to the Fresno County Employee Relations Ordinance or a department policy/procedure.

This article is not grievable or appealable.
ARTICLE 59 – NOTICE OF PROMOTIONAL OPPORTUNITIES

Employees who have authorized access to the Fresno County e-mail system will be sent bi-weekly updates regarding pending promotional opportunities from the Department of Personnel Services. The opportunities will be limited to open, departmental promotional and general promotional recruitments. All departmental internal suspension of competition recruitments will continue to be conducted pursuant to Personnel Rule 4310.6.

This article is not grievable or appealable.

ARTICLE 60 – APPLICATIONS AND FORMS

Fresno County applications and forms related to employment opportunities will be made available through the County Intranet System. Employees may submit application materials to the Department of Personnel Services via the Fresno County e-mail system. The employee will be allowed to show e-mail documentation that the application materials were sent by the final filing date and time.

This Article does not apply to internal, departmental suspension of competition recruitments, which will be conducted pursuant to Personnel Rule 4310.6.

This Article shall not be grievable or appealable.

ARTICLE 61 – TWO-TIER RETIREMENT

Voluntary option for current and new hires effective July 1, 2005:

General Members – 2% at 55 years of age.

The parties agree that the above alternative option shall sunset with the end of Fresno County Fiscal Year 2008-2009.

The parties agree that the Retirement Association shall provide retirement rate and retirement benefit information to employees considering opting into a lower retirement tier. This information shall be on the form the employee signs to opt into a lower retirement benefit tier.

ARTICLE 62 – EMPLOYEE EXIT QUESTIONNAIRE

Upon termination of employment, the department will mail an “Employee Exit Questionnaire” (a copy is attached to this MOU for informational purposes) along with a cover memorandum from the Labor Relations Division, to the last known address of the former employee. The purpose of the exit questionnaire is to gather general information from the employee regarding his/her work experience with the County of Fresno.
Exit questionnaires are to be returned to the Labor Relations Division. All information received in this process is considered confidential, with the exception of a statistical report of the information. A copy of this report will be provided to the Association on a quarterly basis.

**ARTICLE 63 – ACCESS - FRESNO COUNTY PLAZA LOBBY**

The parties agree that the Fresno County Plaza Lobby will be available subject to all terms and conditions set forth in Memoranda of Understanding, the Fresno County Employee Relations Ordinance and/or Fresno County Management Directives.

The parties further agree that the Fresno County Plaza Lobby shall be available, provided space can be made available without interfering with County business and meetings are held outside affected employees’ regularly scheduled working hours.

**ARTICLE 64 – UNION AND MANAGEMENT MEETINGS**

The parties recognize that timely resolution of operational/service issues is in the best interest of employees, the County and the customers we serve. Therefore, the parties agree that employees are required to follow their chain of command (beginning at the lowest level supervisor/manager as appropriate) to resolve operational issues that arise and to make recommendations regarding such operations/services issues.

There shall be monthly Association/Management meetings, at the request of the Association or the department, to discuss issues that were not resolved through the normal chain of command and/or to make recommendations regarding operations/service issues between the Association representative, stewards and/or officers and the department head or his/her designee. If necessary, these meetings may increase in frequency at the request of either the Association or the Department, if mutually agreed upon by both parties. This article shall not be grievable or appealable.

All parties so involved must act in good faith, strive for objectivity and act in a professional manner. Employees who participate in the above-referenced meetings have the assurance that such participation will not result in retaliation.

**ARTICLE 65 – CLINICAL SUPERVISION OF REGISTERED NURSES**

The parties agree that clinical supervision of registered nurses is an important aspect of patient safety. Therefore, the County will comply with all applicable laws regarding the clinical supervision of registered nurses.

**ARTICLE 66 – FULL UNDERSTANDING**

It is intended that this MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior-to existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded, or terminated in their entirety.
This MOU shall govern in case of conflict with provisions of existing County ordinances, rules, and regulations pertaining to wages, hours, and other terms and conditions of employment but otherwise such ordinances, rules, and regulations shall be effective and the Board of Supervisors and other County boards and commissions retain the power to legislate pertaining to such matters subject to compliance with the Meyers-Milias-Brown Act and other applicable provisions of this MOU.

**ARTICLE 67 - SALARY ADJUSTMENT**

Salary Adjustment

3.50% Effective December 31, 2007

**ARTICLE 68 – TERM OF MOU AND RENEGOTIATION**

This MOU shall be in effect from December 17, 2007 through December 14, 2008. In the event either party hereto desires to meet-and-confer on provisions of a successor MOU, such party shall serve upon the other by October 1, 2008, its written request to meet-and-confer as well as its written proposals for such successor MOU. Negotiations on the proposed changes or amendments shall begin as soon as possible following receipt of the notice.

**COUNTY OF FRESNO**

By________________________

By________________________

By________________________

By________________________

**CALIFORNIA NURSES ASSOCIATION**

By________________________

By________________________

By________________________

By________________________

By________________________
## ADDENDUM NO. 1
TO MEMORANDUM OF UNDERSTANDING
FOR NURSES - UNIT 7
(MOU Term: December 17, 2007 - December 14, 2008)

### SALARIES

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<td>-</td>
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<td>Staff Nurse III (Step 3)</td>
<td>Current</td>
<td>2470</td>
<td>-</td>
<td>-</td>
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<td>2860</td>
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<tr>
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<td>12/31/2007</td>
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<td>2818</td>
<td>2959</td>
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<td>3425</td>
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</tbody>
</table>

* Effective December 19, 2005, two (2) additional salary range steps (Steps 6 and 7) were added to salary ranges for all classifications except Nurse Interim Permittee and Staff Nurse I.
The parties acknowledge that the Fresno County Board of Supervisors desires to adopt, through Resolution, provisions that would grant additional military benefits to bargaining unit members pursuant to California Military and Veterans Code Section 395.03.

The parties agree to the following:

1. Bargaining unit members shall have the same options available to them as were granted to management and unrepresented employees under the Board’s Resolution adopted on October 16, 2001 (attached).

2. Bargaining unit members, for military leave purposes, may receive voluntary Annual Leave or Vacation Leave donations from County employees on a pay period by pay period basis, based on employee need. This provision is temporary in nature and made under the following conditions:

   A) Bargaining unit members must be permanent County employees called to active duty from the California National Guard or United States Military Reserve in support of Operation Enduring Freedom.

   B) The employee must have exhausted or is about to exhaust all of his/her Annual Leave or Vacation Leave.

3. This Addendum sunsets on April 14, 2002, unless extended by the County of Fresno.
BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF FRESNO
STATE OF CALIFORNIA

In the matter of  RESOLUTION ADOPTING PROVISIONS
ADDITIONAL MILITARY LEAVE AS  OF CALIFORNIA MILITARY AND
RELATED TO OPERATION ENDURING VETERANS CODE 395.03 as to
FREEDOM AND RELATED unrepresented and management employees
OPERATIONS RESULTING FROM THE
TERRORISM ACTS OF SEPT. 11, 2001

WHEREAS, California Military and Veterans Code 395.03 provides that the Board of Supervisors, by resolution, may extend additional military leave to eligible employees; and

WHEREAS, the Board of Supervisors is desirous that a permanent employee, who as a member of the California National Guard or a United States Military Reserve unit, is involuntarily called into active duty as a result of Operation Enduring Freedom and related operations in response to the September 11, 2001 terrorist crisis shall not suffer from loss of income or benefits; and

WHEREAS, a permanent eligible miscellaneous management or unrepresented employee, and eligible miscellaneous members through appropriate agreement, who is allowed military leave shall be entitled to receive, for a period not to exceed 180 days, his/her regular County pay plus military part-time (week-end drill) pay, offset by base military pay plus entitlements received for such duty. If such employee is entitled to receive benefits pursuant to 395.01 and 395.02 of the Military and Veterans Code, this provision shall become effective upon the termination of those benefits; and
WHEREAS, this resolution shall not apply to any active duty served voluntarily, and

WHEREAS, 180 days from the date of the adoption of this resolution, the County agrees to revisit this issue to determine the appropriateness of continuing this resolution.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors hereby adopts California Military and Veterans Code 395.03 and entitles an eligible employee who as a member of the California National Guard or a United States Military Reserve unit, is involuntarily called into active duty as a result of Operation Enduring Freedom and related operations in response to the September 11, 2001 terrorist crisis, to receive, for a period not to exceed 180 days, his/her regular County pay plus military part-time (week-end drill) pay, offset by base military pay plus entitlements received for such duty. If such employee is entitled to receive benefits pursuant to 395.01 and 395.02 of the Military and Veterans Code, this provision shall be in addition to and shall follow the termination of those benefits.

BE IT FURTHER RESOLVED that all benefits will continue with such County contributions as customarily paid by the County and any employee paid benefits will continue to be the responsibility of the employee.
THE FOREGOING was PASSED and ADOPTED by the following vote of the Board of Supervisors of the County of Fresno this 16th day of October, 2001, to-wit:

AYES: Supervisors, Arambula, Case, Anderson, Waterston, Koligian

NOES: None

ABSENT: None

CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

SHARI GREENWOOD, CLERK
BOARD OF SUPERVISORS

By __________________________
Deputy

FILE #16924

AGENDA #20

RESOLUTION #01-560
WEINGARTEN RIGHTS FORM

Weingarten Rights are mandated by law, and materialized from an actual case (National Labor Relations Board vs. J. Weingarten, Inc.) decided by the U.S. Supreme Court in 1975. The rights announced by the Court are as follows:

Employees have the right to request that a representative be present at any investigatory meeting when the employee reasonably believes that disciplinary action might result from the investigation.

PROCESS

1. The employee may request a representative prior to the meeting or at anytime during the meeting.

2. If the meeting is delayed or interrupted at the employee’s request for a representative, then the meeting and subsequent questions should end and one of the following decisions must be reached:
   - Re-schedule the meeting to allow a representative to attend. A reasonable time period should be allowed.
   - Move forward with the investigation and take appropriate action without information from the employee.
   - Inform the employee that he/she has a choice to either voluntarily give up his/her rights to a representative and meet, or the meeting may or may not be re-scheduled and the employee’s information not considered in the investigation.

REPRESENTATIVE’S ROLE

1. A representative, if requested, must be given the opportunity to meet with the employee prior to the meeting.

2. During the meeting, a representative may ask for clarification of questions, but may not tell the employee what to say.

3. Employee/Representative may request to consult in private during this meeting.

INVOKEMENT OF WEINGARTEN RIGHTS

☐ I choose to invoke my Weingarten Rights and request that a representative be present at the investigatory meeting.

☐ I do not request to invoke my Weingarten Rights.

ACKNOWLEDGEMENT OF RECEIPT OF YOUR WEINGARTEN RIGHTS

I, ____________________________________________, have had full opportunity to read and consider the contents of this form, and I understand that, by signing this form, I am confirming the receipt of my Weingarten Rights, as described in this form.

Signature: ___________________________________________ Date: ____________________________
<table>
<thead>
<tr>
<th>Name</th>
<th>Date</th>
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<table>
<thead>
<tr>
<th>Job Title</th>
<th>Department</th>
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<table>
<thead>
<tr>
<th>Employment Date</th>
<th>Date Last Worked</th>
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</thead>
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<tr>
<th>Forwarding Address</th>
<th>Telephone</th>
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</thead>
</table>

Briefly explain your reason for leaving.

Which of the following were important in influencing your decision to leave County employment? (More than one may apply)

- [ ] Disliked Job Duties
- [ ] Dissatisfied with Pay
- [ ] Dissatisfied with Benefits
- [ ] Working Conditions
- [ ] Supervisor
- [ ] Conflict with Co-worker(s)
- [ ] No Advancement Opportunities
- [ ] Returning to School
- [ ] Moving
- [ ] Career Change
- [ ] Health Problems
- [ ] Care for Family Member
- [ ] Transportation Problems
- [ ] Other (Please specify)

Describe the aspects of your job which you enjoyed most.

Describe the aspects of your job which you enjoyed least.

What employee benefit(s) did you value most?

What employee benefit(s) did you value least?

(Please continue on reverse side)
Give your comments about the pay for your job relative to:

- employees in the same job here
- employees in other jobs here
- employees in the same job in other agencies

What could your supervisor have done to help you perform your job better?

What are your thoughts about the training provided to you?

What are your suggestions for improving communication within the organization?

Please let us know of any suggestions to make this a better place to work.

Knowing what you know now, if you were to apply for a job here would you want to

- work in the same job? □ YES □ NO
- work in the same department □ YES □ NO
- work for the same supervisor/manager? □ YES □ NO

Please explain your above responses:

Additional comments:

Signature: ___________________________ Date: ___________________________

Original: Labor Relations Division
The parties have met and conferred regarding the County’s health premium contribution for Plan Year 2008. Having met and conferred, the parties agree to the following:

1. The term of this agreement shall be December 17, 2007 through December 14, 2008. The parties agree to reopen negotiations in September 2008.

2. A minimum of three (3) health benefit plans, two (2) dental benefit plans, one (1) vision benefit plan and one (1) pharmacy benefit plan will be available to employees and their dependents during Plan Year 2008. If, during the term of this agreement, any of the health benefit plans, dental benefit plans, vision benefit plan, or the pharmacy benefit plan is unable to fulfill its contractual obligation, the parties agree that the County, upon consultation with the Health Benefits Advisory Council (HBAC), if necessary, will secure a suitable replacement.

3. During Plan Year 2008, the County will contribute, on behalf of each employee the following amount per pay period based on the employee’s plan selection:

   - **Blue Shield HMO/United Concordia DHMO**
     - Employee only: $186.70
     - Employee plus Child(ren): $289.89
     - Employee plus Spouse: $289.89
     - Employee plus Family: $294.89

   - **Blue Shield HMO/Blue Cross Dental DPPO**
     - Employee only: $194.89
     - Employee plus Child(ren): $289.89
     - Employee plus Spouse: $289.89
     - Employee plus Family: $294.89

   - **Blue Shield EPO (DMHO or DPPO Dental plan)**
     - Employee only: $208.06
     - Employee plus Child(ren): $303.06
     - Employee plus Spouse: $303.06
     - Employee plus Family: $308.06

   - **Kaiser (DMHO or DPPO Dental plan)**
     - Employee only: $208.06
     - Employee plus Child(ren): $303.06
     - Employee plus Spouse: $303.06
     - Employee plus Family: $308.06

The above County contributions for employees who have dependents enrolled in the County’s health benefits program include the following:

- Employee plus Child(ren): $95.00 per pay period
- Employee plus Spouse: $95.00 per pay period
Employee plus Family: $ 100.00 per pay period

4. Any individual participating in the County’s Health Benefit program must enroll in one of the plans servicing their area, if one is available. If a plan is not available, they shall enroll in the plan designated for out-of-area coverage.

5. Following a written request by the employee to the County’s Employee Benefits Office and subject to the approval of the health plan providers, in the event an employee’s doctor moves to a physician network that can only be accessed through another County offered health plan, the employee may re-enroll into that health plan. The change will become effective the first day of the pay period following approval by the health plans.

6. If during the term of this agreement the State, Federal government, or any other taxing authority imposes a tax or other charges (excluding a tax on or measured by net income) upon any group provider or health/dental plan or upon any activity of any of them, or if any such tax or charges are increased causing agreement between the County and health/dental plans to be opened for renegotiations, either the County or the employee organization may request the other party to meet and confer regarding the terms and conditions set forth herein.

7. If during the term of this agreement the State or Federal government legislates mandatory benefit levels in excess of those covered by agreement between the County and health/dental plans which results in increased premiums, either the County or the employee organization may request the other party to meet and confer regarding the terms and conditions set forth herein.

8. The parties agree to continue to meet and discuss via the HBAC the design of the County’s health benefit program in anticipation of soliciting health plan proposals from vendors for Plan Year 2009.