The Union makes the following proposal to modify the Memorandum of Agreement for the RN Agreement which expires June 22, 2017. Any section or Sideletter not modified is intended to remain current contract. The Union agrees to sign tentative agreements which remain tentative pending final ratification by the Union’s members and the County Board of Supervisors.

ARTICLE 5. HOURS OF WORK, PREMIUMS AND BONUSES

Section 1. Hours of Work

This Section is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day, per week, or of days or of work period.
A. **Work Day**
   The standard work day shall be eight (8) consecutive hours of work exclusive of a lunch period in a consecutive twenty-four (24) hour day.

B. **Work Period**
   The standard work periods shall be as follows:
   
   1. For FLSA-covered classes, the standard work period is seven (7) consecutive days within which is included two (2) consecutive days of rest in a seven (7) consecutive day period. This work period shall be forty (40) hours, except as provided herein.
   
   2. For FLSA-exempt classes, the standard work period is fourteen (14) consecutive days within which is included four (4) days of rest (two (2) instances of two (2) consecutive days rest each) in a fourteen (14) consecutive day period. This work period shall be eighty (80) hours.

   These standard work periods shall apply to both full-time and permanent part-time employees.

C. **Employee work schedules shall provide for a rest period not to exceed fifteen (15) minutes during each half-work day.** The rest period is to be taken at approximately the midpoint of each half-work day, if work and coverage reasonably permit. If work or coverage do not reasonably so permit, then the rest period is to be taken as time is available, but not so as to shorten the work day or lengthen the lunch break. Rest areas shall be open to employees for use as such during regular work hours except when conferences have been scheduled for their use.

   Any subject which is allowable for discussion before, during, or after work, is allowable during the rest period in the rest areas.

D. **Twenty-Four Hour Operations**
   Employees who report to work on shifts which begin in one calendar date and end in the next shall be compensated for the entire shift for the date the shift begins.

   Shifts shall not be scheduled to include interrupted work hours (split shifts) except in temporary emergency situations or when the County and an employee mutually agree.

   A minimum of eight (8) hours of rest will be provided between the end of one shift
E. Changes

The hours of work of the office or facility shall be established by the appointing authority and may be changed to meet operational or other requirements upon fourteen (14) calendar days notice to the affected employees.

Where work schedules are regularly and routinely used, such schedules shall be posted in plain view at least fourteen (14) calendar days prior to the effective date of any routine and general work schedule change.

F. Vacancies
ARTICLE 5.  HOURS OF WORK, PREMIUMS AND BONUSES (Cont'd)

1. A vacancy in the employee's class which can be filled by a reassignment within the employee's department shall be posted for seven (7) days at the work location where such vacancy exists except within the Sheriff's Department where vacancies will be posted in all RN work locations. A reassignment is a lateral transfer within the employee's current class and department.

2. Health & Human Services Agency. In addition, a separate list of all known reassignment opportunities available for the Health & Human Services Agency shall be posted in all RN work locations within the department on a regular basis. However, this list of reassignment opportunities shall not be subject to the seven (7) day posting requirement above.

   In order to be considered for reassignment to a future vacancy within the employee's class, an employee may submit a request for reassignment on the proper form in advance of any vacancy posting.

   All such employee reassignment requests within an employee's class for a specific work location vacancy shall be provided by Health & Human Services Agency Personnel to supervisors who request to fill a vacancy. The reassignment list will be provided to the supervisor prior to processing a request for an eligible list.

3. Sheriff's Department and Aging and Independent Services. In order to be considered for reassignment to a future vacancy within the employee's class, an employee may submit a request for reassignment in advance of any vacancy posting.

4. In the event the qualifications of two (2) or more employees who wish reassignment to a vacancy are substantially equal and no significant differentiation can be made between their qualifications, the employee with the most overall County seniority shall be selected to fill the vacancy.

   In filling any vacancy, the department shall fully consider all requests for reassignment made by a fully qualified employee prior to the hiring of new employees.

   In order to provide quality patient care and/or meet operational requirements, management retains the discretion to fill vacancies and to make all assignments and administrative changes on the basis of employee qualifications without regard to seniority. This discretion will be exercised by management reasonably and in a non-punitive manner.

G. Registered Nurses Substitute List
ARTICLE 5. HOURS OF WORK, PREMIUMS AND BONUSES (Cont’d)

Management shall establish a list of eligible Registered Nurses to provide relief for sick leave and other personnel shortages. Nurses on this list will either have prior Registered Nurse experience at the facility where they are relieving or other equivalent experience which would qualify them for working at the facility.

H. Job-Sharing/Part-Time Requests

Employees may request to participate in job-sharing or become permanent part-time employees. Such requests are to be presented to the employee's immediate supervisor and the appointing authority. The Department of Human Resources' voluntary transfer list may also be utilized by employees, especially those interested in job-sharing or permanent part-time positions in other departments.

Section 2. Overtime Work and Compensation

A. This Section is intended only to provide the basis for the calculation of and payment for overtime and shall not be construed as a guarantee of hours of work per day or per pay period.

B. Full-time and permanent part-time employees' overtime is authorized or ordered work, actually worked by an employee, which is in excess of the full regularly scheduled work period as defined in Article 5, Section 1.B.1 of this Agreement. No full-time or permanent part-time employee will be paid overtime unless he/she actually works more than the total number of hours in the full (80 or more) work period as defined hereinafter.

Employees will be given as much notice as possible when working non-emergent overtime.

C. Irregular Schedules

For employees in exempt classes, when a mutually-agreeable irregular work schedule is adopted as the employee's routine work schedule, and such schedule results in the employee working more, or less, than forty (40) hours in a week, but which schedule totals eighty (80) hours in a biweekly pay period, the hours worked in the weeks which exceed forty (40) hours shall not be considered overtime in accordance with the definition of work period hereinabove. In order to improve RN staffing and retention, RN's may, by mutual agreement, adopt an irregular schedule of three (3) twelve hour shifts per week as full time. In the event a Unit adopts or has a 12 hour schedule, the shift premiums for second and third shift shall be combined into one 2nd 12 hour shift premium of $3.00 per hour.

D. Computation of Overtime
ARTICLE 5.  HOURS OF WORK, PREMIUMS AND BONUSES (Cont'd)

Computation of overtime shall be based on the employee's regular rate of pay. This regular rate shall include the base rate for the employee's classification plus all differentials or bonus rates to which the employee would be entitled for the overtime work performed.
E. Exclusion of Leave from Hours Actually Worked

Notwithstanding any other policy, practice, rule, regulation or Memorandum of Agreement provision (except Section 3, “Call-Back Work”) to the contrary, any absence including, but not limited to, paid sick leave, disability leave, vacation, holiday, reporting for a draft board, compensatory time off or the investigation, preparation or presentation of a grievance, or other release time granted for an employee to engage in lawful employee organization activity, or unpaid work furlough or any other paid or unpaid time off which may be infrequent, sporadic or unpredictable, shall not be counted as hours actually worked during a work period when establishing eligibility for any type of overtime compensation.

F. Compensation for Overtime

Compensation is defined as either cash payment or compensatory time off, or a combination of cash payment and compensatory time off, in accordance with the overtime code for the employee’s class. Employees shall have their overtime hours computed as follows:

- **Code "N" (FLSA Covered)**
  - Employees covered by FLSA are eligible for overtime at time and one-half cash or compensatory time off. *(at employee’s option)*

- **All employees**
  - All employees are eligible for a minimum of three (3) hours call-back overtime at time and one-half cash or compensatory time off (4.5 hours). *(at employee’s option)*

- **Code "E" (FLSA Exempt)**
  - Employees exempt from FLSA are eligible for straight cash or compensatory time off.

Appendix B of this Agreement set forth the overtime codes for each class.

Notwithstanding any other provision of this Agreement, any employee who works more than 12 hours on his/her shift shall be compensated at double time.

The decision to pay for overtime worked in cash or compensatory time off shall be at the reasonable discretion of the appointing authority. Employees may request in advance their preference for cash or compensatory time off. The appointing authority shall grant the request if it meets the operational and/or funding needs of the Department. The decision of the Appointing Authority or Designee is final. An employee shall not be denied overtime opportunities due to requested preferences made pursuant to this section.
ARTICLE 5.  HOURS OF WORK, PREMIUMS AND BONUSES (Cont'd)

G.  Accrual of  FLSA and Non-FLSA Compensatory Time Off
When an employee is allowed to accumulate FLSA and non-FLSA compensatory time off, such accruals shall be limited to a maximum of one hundred twenty (120) hours of FLSA compensatory time and forty (40) eighty (80) hours of non-FLSA compensatory time at the beginning of a biweekly pay period. Balances which exceed forty (40) eighty (80) hours for non-FLSA compensatory time will automatically be reduced to forty (40) eighty (80) hours.

Employees who have accumulated FLSA compensatory time off that reach one hundred twenty (120) hours, shall be paid cash for overtime hours actually worked over the maximum FLSA compensatory time balance of one hundred twenty (120) hours.

Employees will be given the opportunity to take off accumulated compensatory time before exceeding forty (40) eighty (80) hours or having their accumulation reduced. When granting compensatory time off, the appointing authority will give consideration to the desires of the employee.

An employee shall have fifteen (15) working days advance notice before being required to take FLSA or non-FLSA compensatory time off. This 15-day notice shall not apply to departments headed by elected appointing authorities unless approved by said elected appointing authorities. If possible, the appointing authority will attempt to provide more than fifteen (15) working days advance notice to an employee before the employee is required to take compensatory time off.

An employee, who has reached eighty percent (80%) of the maximum accrual limit of compensatory time off, may request the appointing authority to pay off a specified amount of FLSA ("N" coded) compensatory time which was earned and credited while actually working in an overtime status. When pay off is approved by the appointing authority, it shall be paid on an hour for hour basis at the employee’s current rate.

If employees have not been given the opportunity to take off accumulated compensatory time prior to the deletion of the time from their individual County Comp Time account, they may request restoration of that time by completion of the employee portion of the Compensatory Time Restoration Request Form.

Employees who are laid off shall receive compensation for unused compensatory time (See: Article 10, Section 7 (I) - "Cash in Lieu of Compensatory Time Off") earned after April 15, 1986, in an FLSA-covered status. Such compensation shall not exceed one hundred twenty (120) FLSA or forty (40) eighty (80) non-FLSA hours.

If an employee transfers for any reason other than discipline or demotes in lieu of layoff to a classification whose maximum allowable accumulation of compensatory time off is less than that of this Section (120 FLSA and 40 80 non-
ARTICLE 5.  HOURS OF WORK, PREMIUMS AND BONUSES (Cont'd)

FLSA hours), such employee shall be given a one-year period after such transfer
or demotion to reduce accumulated compensatory time off to the lower accumulation.

All unused compensatory time will be paid off in the event of the death of the employee.

H. Residential Care Facilities

Employees employed in a County hospital or facility primarily engaged in the care of persons who are sick, the aged, or the mentally ill, which persons reside on the premises, may be compensated at a rate not less than one and one-half times the regular rate for any work actually performed in excess of eight (8) hours in any workday and in excess of eighty (80) hours in a fourteen (14) consecutive day work period.

Section 3. Call-Back Work

A. Call-back work is work required of an employee who, following completion of the employee's work day and departure from the employee's work site, is ordered to report back to duty to perform necessary work.

To qualify for this call-back provision, an employee must leave the place from which the employee is called and actually report to a work site. Neither changes in a shift or work schedule when at least fifteen (15) hours advance notice is given, nor service performed on a regular standby shift, shall constitute call-back work.

An employee who is called back, as defined above, shall receive a minimum of three (3) hours time at either time and one half pay or compensatory time at time and one-half for a minimum of three (3) hours. The decision to pay for overtime worked in cash or compensating time off shall be the sole discretion of the appointing authority and is non-appealable by the employee.

Paid leave shall not affect compensation for hours actually worked in excess of three hours and not a part of a regular work shift for covered or exempt employees called back during a work period (pursuant to Section 2.B. above). Actual work performed in excess of three (3) hours and not part of a regular work shift shall be compensated as overtime in the same manner such employees (covered or exempt) receive scheduled overtime compensation.

Upon mutual agreement between the employee and the appointing authority, call-back overtime hours actually worked may be used to delay the start of the next work day.

B. An employee contacted by the department during his/her off duty hours and
required to perform services without leaving the place of contact, shall receive
ARTICLE 5. HOURS OF WORK, PREMIUMS AND BONUSES (Cont'd)

compensation for such time worked in the same manner such employees receive scheduled overtime compensation. To be eligible for such compensation, employees must be authorized and ordered by the department to perform such services.

C. Call-back shall also include an order to appear before a court where the employee is representing the County and not on his/her regular shift.

D. Employees called back to duty shall, except for emergency situations, be given eight (8) hours rest in the 24-hour period which began at the start of their last normal shift. When an employee’s next normal shift must be rescheduled to provide this eight (8) hours rest, non-routine shift change premium shall not be applicable.

Section 4. Standby Duty Compensation

A. Standby Duty Defined

Standby duty means that an employee is assigned to specific hours outside the normal workweek assignment, during which the employee must remain where such employee can be contacted by telephone, ready for immediate return to work to perform an essential service.

B. Critical Standby Duty Defined

A standby shift is "critical" where the employee must report immediately upon being called to perform a service which cannot be delayed until the next normal working day., which service is so critical as to frequently mean the difference between life and death.

C. Standby Positions Designated

The Chief Administrative Officer must approve the designation of all Standby positions and Critical Standby positions.

D. Standby duty shall not count as time worked, except to the extent that an employee is required to, and does actually return to a work place and perform actual service.

Employees assigned to standby shall not be entitled to call-back work compensation, unless otherwise provided under the call-back provisions.

E. Standby Compensation
ARTICLE 5. HOURS OF WORK, PREMIUMS AND BONUSES (Cont’d)

Employees shall be paid the equivalent of one (1) hour's compensation for each normal standby shift, provided such shift is not longer than the employee’s normal workday. A normal workday is defined as at least eight (8) hours. Employees shall be paid the equivalent of two (2) hours compensation for each "critical" standby shift. Standby compensation shall be made for only those employees occupying positions designated as Standby in accord with Section 4.C hereof.

F. Application of Standby Compensation for Court Order or Subpoena

When a Staff Nurse - 4538, Certified Nurse Practitioner - 4517, Sheriff's Detentions Nurse - 4548, Psychiatric Nurse - 4525 and Sheriff's Detentions Certified Nurse Practitioner – 4545* is ordered through subpoena by the District Attorney to remain available on standby for contact to report to a court to give required testimony, such employee shall be paid the equivalent of one hour's compensation for each day standby is served.

* Class deleted effective 10/23/09

Section 5. Calculation of Work Premiums

Work premiums which are stated as a percentage, shall be added to the employee's basic hourly rate of compensation. When more than one (1) premium is applicable, each premium shall separately be added to the employee's basic hourly rate. Premiums shall not be pyramided or compounded.

Work premiums designated as biweekly dollar amounts shall be added in a lump sum to the employee's biweekly compensation without regard to the employee's basic hourly rate.

Section 6. Non-Routine Shift Change Compensation

Where employees are scheduled in advance for a specific shift and specific days off for any biweekly pay period and it becomes necessary for management to change such a shift or day off to meet operational needs or cover for unscheduled absences, an employee whose schedule is changed with less than fourteen (14) calendar days’ notice shall receive a thirty-five dollar ($35) fifty dollar ($50) premium in addition to the prescribed biweekly salary for such employee's classification. This in no way affects an employee’s right to the call-back or overtime provisions of this Memorandum of Agreement.

Section 7. Registered Nurse Shift Differential

A. Employees in classes designated below shall be entitled to second (night) shift differential. Such second shift differential shall be one dollar and twenty-five cents ($1.25) two dollars ($2.00) per hour in addition to the hourly rate of pay
prescribed for the employee's classification. Second shift differential shall be paid to an employee.
who is assigned to an established second (night) shift where more than half of
the hours of such shift occur between 5:00 p.m. and 12:00 a.m. (midnight).

B. Employees in classes designated below shall be entitled to third (graveyard) shift
differential. Such third shift differential shall be two dollars and twenty-five cents
($2.25) three dollars ($3.00) per hour in addition to the hourly rate of pay
prescribed for the employee’s classification. Third shift differential shall be paid
to an employee who is assigned to an established third (graveyard) shift where
more than half of the hours at least one hour of such shift occur between 12:00
a.m. (midnight) and 8:00 a.m.

Eligible Classes: (review to ensure all are in)
4517 – Certified Nurse Practitioner
4525 – Psychiatric Nurse
4526 – Head Psychiatric Nurse**
4527 – Psychiatric Clinical Nurse Specialist
4536 – Head Staff Nurse (T)*
4538 – Staff Nurse
4545 – Sheriff's Detentions Certified Nurse Practitioner**
4548 – Sheriff's Detentions Nurse

*Deleted effective 1/18/07
**Deleted effective 10/23/09

C. This premium shall apply to time worked and shall not apply toward paid time off
or to terminal payoff.

Section 8. Unit Charge Nurse Compensation (5%)-(10%)

An employee in Classes 4538 - Staff Nurse, 4525 - Psychiatric Nurse, or 4548 -
Sheriff's Detentions Nurse, shall be paid at a rate five percent (5%) ten percent (10%)
higher than prescribed for his/her class, for each hour worked when assigned by the
appointing authority as Charge Nurse on a shift in a unit. Such higher rate of
compensation shall be paid only for those hours worked under such assignment and
shall not apply toward paid time off or to terminal payoff.

Section 9. Institutional Charge Nurse Compensation (5%)-(10%)

A. An employee in an eligible class (listed below) employed at eligible locations
(listed below) shall be paid at a rate approximately five percent (5%) ten percent
(10%) higher than prescribed for his/her class, for each hour worked as the
assigned Institutional Charge Nurse on a shift in the absence of a Supervising
Nurse, Assistant Chief Nurse, Chief Nurse, Associate or Assistant Hospital
Administrator, when the appointing authority determines that an employee in an
eligible class at a facility designated below is assigned Charge Nurse institution-
wide administrative responsibilities. Such higher rate of compensation shall
be paid for only those
Article 5. Hours of Work, Premiums and Bonuses (Cont'd)

Hours worked under such assignments and shall not apply toward paid time off or to terminal payoff.

B. Employees in the classes listed below are also eligible to receive the five percent (5%) ten percent (10%) Unit Charge Nurse premium (Article 5, Section 8) if the eligibility conditions for that premium are met at the same time the employee is assigned institution-wide administrative responsibility as determined by the appointing authority. Such higher rate of compensation shall be paid for only those hours worked under such assignments and shall not apply toward paid time off or to terminal payoff.

**Eligible Classes:** (review classes)
- 4525 – Psychiatric Nurse
- 4526 – Head Psychiatric Nurse **
- 4527 – Psychiatric Clinical Nurse Specialist
- 4533 – Inservice Education Coordinator
- 4536 – Head Staff Nurse (T)*
- 4538 – Staff Nurse

*Deleted effective 1/18/07
**Deleted effective 10/23/09

**Eligible Locations:** (review locations)
- San Diego Psychiatric Hospital
- Psychiatric Security Units (review list) at detention facilities
- East Mesa Juvenile Detention Facility
- Kearny Mesa Juvenile Detention Facility
- Polinsky Children’s Center
- Edgemoor

Section 10. Temporary Service with Registrar of Voters

Any employee other than an employee of the Registrar of Voters, designated by the Chief Administrative Officer and temporarily assigned to work on a holiday or in addition to his/her regular work shift for the said Registrar in connection with any general, special or primary election, shall be paid in the manner established by this Section.

A. An employee in a class assigned overtime designator "N" pursuant to Section 1.6.2 of the Compensation Ordinance shall receive compensatory time off hour for hour and compensation at a one-half time rate for the first eight (8) hours or less of such work, and compensation at one and one-half time rate for service in excess of the first eight (8) hours in a single shift.

B. An employee not in a class assigned overtime designator "N" shall receive compensatory time off hour for hour for all such work.
ARTICLE 5. HOURS OF WORK, PREMIUMS AND BONUSES (Cont'd)

C. Sections 1.6.2 (d) and 1.6.2 (g) of the Compensation Ordinance apply to compensatory time off earned pursuant to this Section.

Section 11. Work Location Premiums

Jail Institutional/Detention Facility Work Locations

Employees in classifications designated below whose principal assignments are to jail institutional/detention facility work locations specifically designated below shall receive additional compensation at a rate approximately ten percent (10%) above their regular base rate for such assignment.

Rural Detention Locations

Employees in classifications designated below whose principal assignments are to rural detention/institutional work locations specifically designated below shall receive additional compensation at a rate approximately ten percent (10%) above their regular base rate for such assignment.

Juvenile Detention Facilities

Employees in classes designated below whose principal assignment is to East Mesa Juvenile Detention Facility and Kearny Mesa Juvenile Detention Facility shall receive additional compensation at a rate of approximately ten percent (10%) above their regular base rate for such assignment.

DESIGNATED DETENTION FACILITY WORK LOCATIONS

- George F. Bailey Detention Facility 4525 – Psychiatric Nurse
- San Diego Central Jail 4526 – Head Psychiatric Nurse *
- Vista Detention Facility 4527 – Psychiatric Clinical Nurse Specialist
- San Diego County Women's Detention and Reentry Facility 4545 – Sheriff's Detentions Certified Nurse Practitioner *
- South Bay Detention Facility
- Descanso Detention Facility**
- Psychiatric Security Units (San Diego Central Jail, George F. Bailey Detention Facility & San Diego County Women's Detention and Reentry Facility)
- East Mesa Reentry Facility

** deleted effective 3/25/11 (facility no longer in use)

*Deleted effective 10/23/09
ARTICLE 5. HOURS OF WORK, PREMIUMS AND BONUSES (Cont’d)

RURAL DETENTION LOCATIONS

- Camp Barrett 4538 – Staff Nurse
- Juvenile Ranch Facility 4548 – Sheriff’s Detentions Nurse
- Descanso Detention Facility**

** deleted effective 3/25/11 (facility no longer in use)

JUVENILE DETENTION FACILITIES

- East Mesa Juvenile Detention Facility 4517 – Certified Nurse Practitioner
- Kearny Mesa Juvenile Detention Facility 4525 – Psychiatric Nurse
- 4526 – Head Psychiatric Nurse **
- 4527 – Psychiatric Clinical Nurse Specialist
- 4536 – Head Staff Nurse (T)*
- 4538 – Staff Nurse

*Deleted effective 1/18/07
** Deleted effective 10/23/09

Section 12. Calculation of Assignment Compensation

The premium compensation set forth in this Article shall apply to time worked and shall not apply toward paid time off or to terminal payoff.

Rural Public Health Nurse (10%)

An employee in Class 4565 – *Public Health Nurse, II **or 4566 – Public Health Nurse I, when assigned as Rural Public Health Nurse, shall be paid at a rate approximately ten percent (10%) higher than prescribed for the respective class.

*Retitled effective 11/5/10.
**Classification deleted effective 11/5/10.

Section 13. Scheduling Exception Premium

The County attempts to arrange its work schedules so as to allow every other weekend off for employees in classes in the RN Unit who work in 24-hour facilities.

In those instances where facility management is unable to schedule an employee as described above, and, therefore, the employee is scheduled to work on a weekend that he/she would have been scheduled off, the employee will receive an additional two dollars ($2.00) per hour for each hour actually worked on that weekend.
ARTICLE 5. HOURS OF WORK, PREMIUMS AND BONUSES (Cont’d)

Definition:

For employees regularly scheduled to work an A.M. or a P.M. shift, the weekend is defined as Saturday and Sunday and the additional two dollars ($2.00) per hour premium for each hour worked shall apply to the hours in the following period: 11:00 p.m. Friday until 11:00 p.m. Sunday.

For employees regularly scheduled to work the late night shift, the weekend is defined as Friday night and Saturday night off and the additional two dollars ($2.00) per hour premium for each hour worked shall apply to the hours in the following period: 11:00 p.m. Friday until 11:00 p.m. Sunday.

Exclusions:

1. This premium shall be paid only for the hours actually worked as provided herein, and shall not apply to premium overtime hours or to paid time off or to terminal payoff.

2. Non-routine shift change premium will not apply to the situation provided herein.

3. This differential will not apply to any employee who voluntarily agrees to more frequent weekend work.

Section 14. Bilingual Premium (increase)

Compensation for Bilingual Ability. Upon assignment to a position which has been determined to require bilingual skills, a qualified employee is entitled to receive bilingual premium. In order to ensure an adequate level of bilingual proficiency, the Director may require periodic evaluation of incumbents receiving bilingual premium.

Class A: The rate for Class A bilingual skill is forty dollars ($40) eighty dollars ($80) biweekly; fifty cents ($0.50) one dollar ($1.00) per hour for eighty (80) hours of paid service - thereafter, the FLSA regular rate for overtime shall apply. To qualify for this rate, the employee must be assigned to a position designated as requiring bilingual skills fifty percent (50%) or more of the time or forty (40) hours or more in an 80-hour biweekly pay period or to a position designated as requiring technical bilingual skills (reading, writing, translation). This fifty percent (50%) usage requirement shall mean the actual time spent conversing or interpreting in a second language.

Class B: The rate of Class B bilingual skills is twenty dollars ($20) forty dollars ($40) biweekly; twenty-five fifty ($.50) cents ($0.25) per hour for eighty (80) hours of paid service - thereafter, the FLSA regular rate for overtime shall apply. To qualify for this rate, the employee must
be assigned to a position
designated as requiring bilingual skills less than fifty percent (50%) of the time or thirty-nine (39) hours or less in an 80-hour biweekly pay period. This fifty percent (50%) or less usage requirement shall mean the actual time spent conversing or interpreting in a second language.

For purposes of terminal pay, bilingual premium shall not be computed in the employee’s base wage rate.

Section 15. Temporary Assignment Compensation

Upon written assignment employee assigned to perform the duties of a class which is compensated at a rate higher than such employee’s class when such position is temporarily vacant or from which the incumbent is absent, shall be eligible to receive temporary assignment compensation. The assignment must be for over two (2) one (1) weeks but not over twenty-six (26) weeks. Employees on temporary assignments, after two (2) one (1) weeks, will be compensated from the first day of appointment.

When an employee is assigned to an approved temporary advancement status, he/she will remain in his/her current class but shall be paid a bonus rate which shall be the difference between the rate of compensation of his/her current class and that of the temporarily vacant class.

At the conclusion of such assignment, the rate shall return to the normal rate for the employee’s current class. An employee, who is temporarily assigned to the duties of a higher class and who terminates or is terminated from County service during such assignment, shall be paid terminal benefits at the rate appropriate to such employee’s current class.

Section 16. Psychiatric Hospital Location Premium

Employees in classifications designated below whose principal assignment is to the psychiatric hospital shall receive additional compensation at a rate approximately five ten-percent (5%) 10% above their regular base rate for such assignment. This premium shall not apply toward paid time off or terminal payoff.

Eligible Classes:
4525 – Psychiatric Nurse
4526 – Head Psychiatric Nurse*
4533 – Inservice Educational Coordinator

*Class deleted effective 10/23/09

Section 17 Advanced Degree Premium- $100 per pay period
ARTICLE 5. HOURS OF WORK, PREMIUMS AND BONUSES (Cont'd)
Any RN who obtains a graduate degree or higher and uses such degree in his/her duties shall receive a $100 per pay period as compensation.

Section 18 Training Differential
When an employee is assigned to orient or train another employee, he/she shall receive a training differential of 5% of his/her base rate per hour for each hour worked in the training role.