

**SIDE LETTER AGREEMENT
BETWEEN
CONTRA COSTA COUNTY AND
THE CALIFORNIA NURSES ASSOCIATION**

This Side Letter is by and between the California Nurses Association (“CNA”) and Contra Costa County (“County”) and is effective on the first of the month following approval of the Board of Supervisors.

This side letter amends the Memorandum of Understanding between the County and CNA (July 1, 2022- September 30, 2025) to reflect agreed upon changes stemming from recent legislation impacting meal and rest breaks for employees providing direct patient care. The parties agree that the Memorandum of Understanding shall be amended as follows:

SECTION 49 – STAFF NURSE UNIT/PER DIEM EMPLOYEES

Per Diem employees may be eligible for certain special types of pays, benefits, and other items in addition to wages under specifically defined circumstances. A list of those special pays, benefits, and other items that are applicable to per diem employees is included as Attachment I. If a special pay, benefit, or other item that is described in this MOU does not specifically reference per diem employees or the special pay, benefit, or other items is not included in Attachment I, then the special pay, benefit, or other item does not apply to per diem employees.

- A. Health Benefit Coverage for Per Diem Employees.** To access County health coverage, per diem employees represented by the Association must be eligible to receive an offer of coverage from the County under the federal Patient Protection and Affordable Care Act (“ACA”) (42 U.S.C. § 18081). Employees eligible to receive an offer of coverage (and qualified dependents), will be offered access to the County’s lowest cost, single individual health insurance plan that is available to the majority of County employees. Employees will be responsible for the full premium cost of coverage. This provision is not subject to the grievance process.
- B. Family and Medical Leaves.** Eligibility of employees in per diem classifications for family or medical leaves under state or federal laws, such as the Family Medical Leave Act, California Family Rights Act, and Pregnancy Disability Leave Act, will be determined and administered in accordance with applicable state and/or federal laws.
- C. Meal Period/Rest Break.**

1. [Employees who do not provide direct patient care or support direct patient care:](#)

- a. [Employees in CCRMC, Clinics, and Detention](#)** shall be entitled to a rest break of ~~up to~~ 15 minutes for each four (4) hours of work. Nurses shall coordinate rest breaks with the Nursing Program Manager, or designee, in accordance with patient care needs.

- b. During each shift of eight (8) hours or more, employees shall be scheduled for an unpaid meal period of at least thirty (30) minutes.
- 3.c. Employees who work in ~~Juvenile Hall, Detention, or~~ the CCHP Advice Nurse Unit may be assigned a shift of eight (8) hours straight with a paid on-site meal period when the employee is not permitted to leave the facility.

2. Employees who provide direct patient care or support direct patient care:

- a. Employees in CCRMC, Clinics, and Detention shall be entitled to a rest break of 15 minutes for each four (4) hours of work. Nurses shall coordinate rest breaks with the Nursing Program Manager/Ambulatory Care Clinical Supervisor (CSM)/Public Health Nurse Program Manager, or designee, in accordance with patient care needs.
- b. During each shift between five (5) and ten (10) hours, employees in CCRMC, Clinics, and Detention shall be scheduled for an unpaid meal period of at least thirty (30) minutes. Employees working between five (5) and six (6) hours may waive the unpaid meal period in writing on a form provided by the County.
- c. During each shift in excess of ten (10) hours up to twelve (12) hours, employees in CCRMC, Clinics, and Detention shall be scheduled for a second unpaid meal period of at least thirty (30) minutes, unless the employee has agreed to waive one of their two meal periods in writing on a form provided by the County.
- d. Meal and rest breaks may be taken at any time during the shift, except meal breaks must be provided within the first five (5) hours of the start of the shift and may not be taken in the last hour of the shift. However, if an employee wishes to waive the 5th hour requirement for their meal period, they must make that election in writing on a form provided by the County. Employees shall coordinate meal and rest breaks with the Nursing Program Manager/Ambulatory Care Clinical Supervisor, or designee, in accordance with patient care needs.
- e. Beginning on [INSERT EFFECTIVE DATE OF SIDE LETTER] if an employee who provides direct patient care or supports direct patient care in CCRMC, Clinics, and Detention is not offered meal and rest breaks as outlined in Sections 49.C.2.a. through c., above, they will be entitled to be paid a penalty of one additional hour of pay at their regular rate of pay for each meal period or rest break not offered or for interrupted meal periods or rest breaks, not to exceed a combined total of two additional hours of pay per day for each workday that the meal period or rest break is not offered. Employees who are not offered meal and rest breaks must report the missed meal and/or rest break on their timesheet within the pay period.

f. Employees who work in Juvenile Hall or Detention may be provided with a paid on-site meal period when management determines that the employee is unable to be relieved of duty and is not permitted to leave the facility. Employees must agree in writing to the on-duty meal.

~~4. Employees who work a ten (10) hour shift between the hours of 9:30 pm to 9:00 am at the Contra Costa Regional Medical Center (CGRMC) may be assigned a paid on-site meal period when the employee is not permitted leave the facility.~~

D. No Discrimination. There shall be no discrimination as prohibited by law because of age, sex, race, creed, color, national origin, religion, disability, sexual orientation or Association activities against anyone employed by the County. This provision is not subject to the Grievance Procedure.

E. Sick Leave. Per diem employee sick leave benefits are set forth in Administrative Bulletin 411, Sick Leave Policy (Employees Not Subject to Labor Code § 245 et. Seq.)

F. State Disability Insurance (SDI) General Provisions. Effective as soon as possible, but no later than January 1, 2016, Contra Costa County will enroll employees in the Per Diem Unit in the State Disability Insurance (SDI) program subject to the rules and procedures established by the State of California. Determination of SDI payments and eligibility to receive payments is at the sole discretion of the State of California. SDI benefit payments will be sent directly to the employee by the State of California.

G. Termination of Employment. Per diem employees serve at the pleasure of the Appointing Authority and may be terminated by the Appointing Authority or designee at any time. Termination of employment is not subject to the grievance procedure and is not subject to appeal. However, a Per Diem employee who is terminated may request a meeting with the Appointing Authority or designee and may be accompanied by a Union Representative.

H. Workers' Compensation Coverage for Per Diem Employees. Any Worker's Compensation coverage applicable to per diem nurses is determined by law. This section is not subject to the grievance procedure.

I. Per Diem Nurses shall receive call-off notice as soon as possible after it is known that their services are not needed, with a good faith effort to call-off prior to one hour.

When Per Diem Nurses confirm that they are needed and arrive, but are not needed on their unit, good faith effort will be made to have them work in another area of need commensurate with their skills and competencies.

SECTION 51 – LUNCH PERIOD / REST BREAK

A. Lunch Period

1. Employees who do not provide direct patient care or support direct patient care:

- a. During each shift of eight (8) hours or more, employees in CCRMC, Clinics, and Detention shall be scheduled for an unpaid meal period of at least thirty (30) minutes.**
- b. Advice Nurses assigned to work the night shift Monday through Friday (10 p.m. – 6:00 a.m.) or Saturday and Sunday (10 p.m. – 6:30 a.m.) will be provided a one-half (1/2) hour paid lunch to remain on-site for the duration of the shift. ~~There is no change in shift hours for nurses employed at Juvenile Hall or the Detention Facility and those shifts designated in the Advice Nurse Unit; those~~**

2. Employees who provide direct patient care or support direct patient care:

- a. ~~Hospital n~~Nurses in CCRMC, Clinics, and Detention who are scheduled to work a shift between five (5) and ten (10) hours ~~within a spread of eight and one-half (8 1/2) hours shall receive not less than one-half (1/2) hour for lunch~~ shall be scheduled for an unpaid meal period of at least thirty (30) minutes. Meal breaks must be provided within the first five (5) hours of the start of the shift and may not be taken in the last hour of the shift. However, if an employee wishes to waive the 5th hour requirement for their meal period, they must make that election in writing on a form provided by the County. ~~If such nurse is required to work during all or any portion of the lunch period, such time worked shall be paid at the rate of time and one-half (1-1/2), provided the nurse actually works a full shift.~~**
- b. Nurses in CCRMC, Clinics, and Detention who are assigned to shifts in excess of ten (10) hours up to twelve (12) hours shall be scheduled for a second unpaid meal period of at least thirty (30) minutes, unless the employee has agreed to waive one of their two meal periods in writing on a form provided by the County.**
- c. Meal breaks must be provided within the first five (5) hours of the start of the shift and may not be taken in the last hour of the shift. However, if an employee wishes to waive the 5th hour requirement for their meal period, they must make that election in writing on a form provided by the County. Employees shall coordinate meal breaks with the Nursing Program Manager/Ambulatory Care Clinical Supervisor, or designee, in accordance with patient care needs.**
- d. Nurses with one-half (1/2) hour lunch at the hospital shall receive priority service over non-employees in the hospital cafeteria.**

- e. Nurses employed at Juvenile Hall or the Detention Facility ~~remaining on a straight eight (8) hour shift~~ who management determines are unable to be relieved of duty and who have agreed in writing to an on-duty meal period are always in paid status and on duty during lunch and shall remain on-site for the entire duration of the shift.

B. Rest Break

1. Employees who do not provide direct patient care or support direct patient care: Employees in CCRMC, Clinics, and Detention shall be entitled to a rest break of 15 minutes for each four (4) hours of work. Nurses shall coordinate rest breaks with the Nursing Program Manager, or designee, in accordance with patient care needs.

2. Employees Who Provide Direct Patient Care or Support Direct Patient Care in CCRMC, Clinics, and Detention:

- a. ~~Nurses who work eight (8) or ten (10) hour shifts are entitled to a fifteen (15) minute rest break during each four (4) hour working period, and said rest break may be taken at any time during the four (4) hour period.~~ Nurses who are assigned to eight (8) or ten (10) hour shifts shall be entitled to a rest break of 15 minutes for each four (4) hours of work. In no event shall there be more than two (2) rest breaks during one shift.
- b. ~~Nurses scheduled to work twelve (12) hour shifts are entitled to a fifteen (15) minute rest break during each four (4) hour working period, and said rest break may be taken at any time during the four (4) hour period.~~ Nurses who are assigned to twelve (12) hour shifts shall be entitled to a rest break of 15 minutes for each four (4) hours of work. In no event shall there be more than three (3) rest breaks during one shift.
- c. Rest breaks may be taken at any time during the shift. Nurses shall coordinate rest breaks with the Nursing Program Manager/Ambulatory Care Clinical Supervisor/Public Health Nurse Program Manager, or designee, in accordance with patient care needs.

C. Penalty

Beginning on [INSERT EFFECTIVE DATE OF SIDE LETTER] if a nurse is not offered meal and/or rest breaks as outlined in Sections 51.A.2.a-b and 51.B.2.a-b., above, they will be entitled to be paid a penalty of one additional hour of pay at their regular rate of pay for each meal period or rest break not offered or for interrupted meal periods or rest breaks, not to exceed a combined total of two additional hours of pay per day for each workday that the meal period or rest break is not offered. Employees who are not offered meal and rest breaks must report the missed meal and/or rest break on their timesheet within the pay period.

SECTION 53 - PUBLIC HEALTH NURSES (PHN)

53.1 Lunch Period/Rest Break.

A. Public Health Nurses not providing direct patient care are entitled to a rest break of fifteen (15) minutes for each four (4) hours of work and may take either a half-hour (1/2) or one-hour (1) lunch break, provided the operational needs of the department are met.

B. Public Health Nurses providing direct patient care shall be entitled to a rest break of fifteen (15) minutes for each four (4) hours of work and may take either a half-hour (1/2) or one-hour (1) lunch break, provided the operational needs of the department are met.

C. Beginning on [INSERT EFFECTIVE DATE OF SIDE LETTER] if a Public Health nurse is not offered meal and/or rest breaks as outlined in Section 53.1.B., above, they will be entitled to be paid a penalty of one additional hour of pay at their regular rate of pay for each meal period or rest break not offered, not to exceed a combined total of two additional hours of pay per day for each workday that the meal period or rest break is not offered. Employees who are not offered meal and rest breaks must report the missed meal and/or rest break on their timesheet within the pay period.

[Sections 53.2-53.4 remain unchanged by this Side Letter.]

The terms of this Side Letter will be incorporated into the next MOU between the County and CNA unless otherwise negotiated by the Parties. Except as specifically amended or excluded by this Side Letter, all other terms and conditions of the MOU between the County and CNA (July 1, 2022- June 30, 2025) remain unchanged by this Side Letter.

Date: 10/4/2024

Contra Costa County:
(Signature / Printed Name)

DocuSigned by:
Rebecca Cox / Rebecca Cox
69SAD9D188D6407...

DocuSigned by:
David Sanford / David Sanford
256DA027F7FB477...

_____/_____

_____/_____

California Nurses Association:
(Signature / Printed Name)

Signed by:
Justin Taylor / Justin Taylor
A78DFC12DA37406...

Signed by:
Danielle Lopez / Danielle Lopez
9593E69EFA94401...

Signed by:
Stefani Macagba / Stefani Macagba
963B508B02BE4AE...

DocuSigned by:
Robin Hargrave / Robin Hargrave
E139698ECCBFE4C2...

_____/_____

_____/_____

_____/_____

_____/_____

Signed by:
Ange Cottone / Ange Cottone
8A7ACC58675D415...

_____/_____

_____/_____

_____/_____
