

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CONTRA COSTA COUNTY  
AND  
PHYSICIANS' AND DENTISTS' ORGANIZATION  
OF  
CONTRA COSTA**



**OCTOBER 1, 2008 – OCTOBER 31, 2016**

**PHYSICIANS' & DENTISTS' ORGANIZATION  
OF CONTRA COSTA**

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**EXHIBITS**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CONTRA COSTA COUNTY  
AND  
PHYSICIANS' AND DENTISTS' ORGANIZATION  
OF CONTRA COSTA**

This Memorandum of Understanding (MOU) is entered into pursuant to the authority contained in Division 34 of Board of Supervisors' Resolution 81/1165 and has been jointly prepared by the parties.

The Employee Relations Officer (County Administrator) is the representative of Contra Costa County in employer-employee relations matters as provided in Board of Supervisors' Resolution 81/1165.

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in units in which the Physicians' and Dentists' Organization of Contra Costa (PDOCC) is the recognized representative, have freely exchanged information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations covering such employees.

This MOU shall be presented to the Contra Costa County Board of Supervisors, as the governing board of the County and appropriate fire districts, as the joint recommendations of the undersigned for salary and employee benefit adjustments for the period commencing October 1, 2008 and ending October 31, 2016.

## **DEFINITIONS**

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### **DEFINITIONS**

**Appointing Authority:** The Health Services Director unless otherwise provided by statute or ordinance.

**Class:** A group of positions sufficiently similar with respect to the duties and responsibilities that similar selection procedures and qualifications may apply and that the same descriptive title may be used to designate each position allocated to the group.

**Class Title:** The designation given to a class, to each position allocated to the class, and to the employees allocated to the class.

**County:** Contra Costa County.

**Department Head:** An assignment in which an Exempt Medical Staff Member plans, organizes and directs the medical practice of a particular medical service, program or clinic.

**Director of Human Resources:** The person designated by the County Administrator to serve as the Assistant County Administrator-Director of Human Resources.

**Employee:** A person who is an incumbent of a position or who is on leave of absence in accordance with provisions of this MOU and whose position is held pending his return.

**Exempt:** Any position which is exempt from the Merit System.

**Layoff List:** A list of persons who have occupied positions allocated to a class in the merit system and who have involuntarily separated by layoff, displacement, or demoted by displacement, or have voluntarily demoted in lieu of layoff or displacement, or have voluntarily transferred in lieu of layoff or displacement.

**Permanent-Intermittent Position:** Any position which requires the services of an incumbent for an indefinite period but on an intermittent basis, as needed, paid on an hourly basis.

**Permanent Part-Time Position:** Any position which will require the services of an incumbent for an indefinite period but on a regularly scheduled less than full time basis.

**Permanent Position:** Any position which has required, or which will require the services of an incumbent without interruption, for an indefinite period.

**Position:** The assigned duties and responsibilities calling for the regular full time, part-time or intermittent employment of a person.

**Registrar:** A physician designated by the appointing authority and assigned to the Emergency Room or assigned significant teaching and inpatient care responsibilities and who possesses expertise in a given field and acts as a resource to his/her colleagues.

**Resignation:** The voluntary termination of permanent employment with the County.



## **SECTION 1 - ORGANIZATION RECOGNITION**

**Temporary:** Any employment which will require the services of an incumbent for a limited period of time, paid on an hourly basis, not in an allocated positions or in permanent status.

### **SECTION 1 - ORGANIZATION RECOGNITION**

PDOCC is the formally recognized employee organization for the representation unit listed below, and such organization has been certified as such pursuant to the Board Order dated December 19, 1995 and the Board Order dated August 21, 2012.

The terms and conditions of this MOU are effective for the classification of Exempt Medical Staff Optometrist (VPS1) upon approval of this MOU by the Board of Supervisors.

Physicians', Dentists', and Optometrists' Unit

### **SECTION 2 - ORGANIZATION SECURITY**

**2.1 Dues Deduction.** Pursuant to Board of Supervisors' Resolution 81/1165, only a majority representative may have dues deduction and as such PDOCC has the exclusive privilege of dues deduction or agency fee deduction for all employees in its units.

#### **2.2 Agency Shop.**

A. **Organization Responsibility.** PDOCC agrees that it has a duty to provide fair and non-discriminatory representation to all employees in all classes represented by PDOCC regardless of whether they are members of PDOCC.

B. **Enrollment of New Employees.** The County Human Resources Department shall monthly furnish a list of all new hires to PDOCC. All new employees represented by PDOCC on or after the effective date of this MOU and continuing until the termination of the MOU, shall as a condition of employment either:

1. Become and remain a member of PDOCC or;
2. pay to PDOCC, an agency shop fee in an amount which does not exceed an amount which may be lawfully collected under applicable constitutional, statutory, and case law, and which shall not exceed the monthly dues, initiation fees and general assessments made during the duration of this MOU. It shall be the sole responsibility of PDOCC to determine an agency shop fee which meets the above criteria; or
3. do both of the following:
  - a. Execute a written declaration under penalty of perjury under the laws of the State of California that the new employee is a member of a bona fide religion, body or sect which has historically held a conscientious objection to joining or financially supporting any public employee organization as a condition of employment, or that the new

## **SECTION 2 - ORGANIZATION SECURITY**

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employee has a bona fide religious conscientious objection to joining or financially supporting a public employee organization; and

- b. pay a sum equal to the agency shop fee described in Section 2.2.B.2 to a non-religious, non-labor, charitable fund chosen by the employee from the following charities: Family and Children's Trust Fund, Child Abuse Prevention Council and Battered Women's Alternative.

C. Options for Current Employees. All current employees represented by PDOCC on or after the effective date of this MOU and continuing until the termination of the MOU, shall as a condition of employment either:

1. remain a member of PDOCC or;
2. complete a new payroll deduction form and pay to PDOCC, an agency shop fee in an amount which does not exceed an amount which may be lawfully collected under applicable constitutional, statutory, and case law, and which shall not exceed the monthly dues, initiation fees and general assessments made during the duration of this MOU. It shall be the sole responsibility of PDOCC to determine an agency shop fee which meets the above criteria; or
3. complete a new payroll deduction form which includes a written declaration inclusive of the written declaration under penalty of perjury under the laws of the State of California that the new employee is a member of a bona fide religion, body or sect which has historically held a conscientious objection to joining or financially supporting any public employee organization or that the employee now has a bona fide religious conscientious objection to financially supporting a public employee organization and pay a sum equal to the agency shop fee described in Section 2.2.B.2 to a non-religious, non-labor, charitable fund chosen by the employee from the following charities: Family and Children's Trust Fund, Child Abuse Prevention Council and Battered Women's Alternative.

D. Hudson Procedure. PDOCC shall provide the County with a copy of PDOCC's Hudson Procedure for the determination and protest of its agency shop fees. PDOCC shall provide a copy of said Hudson Procedure to every fee payor covered by this MOU within one month from the date it is approved and annually thereafter, and as a condition to any change in the agency shop fee. Failure by a fee payor to invoke PDOCC's Hudson Procedure within one month after actual notice of the Hudson Procedure shall be a waiver by the employee of his or her right to contest the amount of the agency shop fee.

E. Periods of Separation. The provisions of Section 2.2.B.2 shall not apply during periods that an employee is separated from the Physicians and Dentists Unit but shall be reinstated upon the return of the employee to the representation unit. Separation as defined herein includes transfer out of the unit, layoff, and leave of absence with a duration of more than thirty (30) days.

F. Compliance.

## SECTION 2 - ORGANIZATION SECURITY

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1. An employee employed in or hired into a job class represented by PDOCC shall be provided with an Employee Authorization for Payroll Deduction form by the Human Resources Department.
2. If the form authorizing payroll deduction is not returned within thirty (30) calendar days after notice of this agency shop fee provision and PDOCC dues, agency shop fee, initiation fee or charitable contribution required under Section 2.2.B.3 are not received, PDOCC may, in writing, direct that the County withhold the agency shop fee and the initiation fee from the employee's salary, in which case the employee's monthly salary shall be reduced by an amount equal to the agency shop fee and the County shall pay an equal amount to PDOCC.
3. If an employee who is a dues-paying PDOCC member or an agency shop fee-payor executes a payroll deduction form to change status to that of conscientious objector and PDOCC contests the validity of the conscientious objections, PDOCC may request in writing to the Labor Relations Manager that the County hold the deduction in trust for the designated charity pending a successful challenge by PDOCC in a court of competent jurisdiction, provided however, such funds shall be held in trust without interest for no more than one year after the Auditor-Controller receives notices of the challenge, or until a court decision is rendered, whichever is later. If PDOCC's challenge is not upheld, the funds held in trust shall be distributed to the designated charity. PDOCC may only make one such challenge to any one employee during the term of a MOU.
4. PDOCC shall indemnify, defend, and save the County harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability that arise out of or by reason of this PDOCC Security Section (2), or action taken or not taken by the County under this Section (2.2). This includes, but is not limited to, the County's Attorneys' fees and costs. The provisions of this section (2.2) shall not be subject to the grievance procedure following the adoption of this MOU by the County Board of Supervisors.

### G. Rescission of Agency Shop.

1. Conditions. In the event that employees represented by PDOCC vote to rescind Agency Shop, the provisions of Section G.2, and G.3 shall apply to dues-paying members of PDOCC.
2. Maintenance of Membership. All employees in units represented by PDOCC who are currently paying dues to PDOCC and all employees in such unit who hereafter become members of PDOCC shall as a condition of continued employment pay dues to PDOCC for the duration of this MOU and each year thereafter so long as PDOCC continues to represent the position to which the employee is assigned, unless the employee has exercised the option to cease paying dues in accordance with Sections G.3 and G.4.

## **SECTION 2 - ORGANIZATION SECURITY**

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3. Withdrawal of Membership. When agency shop has been rescinded, by notifying the Auditor-Controller's Department in writing, beginning for a period of thirty (30) days on the first day of the month following the vote for rescission, any employee may withdraw from PDOCC membership and discontinue paying dues as of the payroll period commencing on the first day of the succeeding month. Immediately upon close of the above mentioned thirty (30) day period the Auditor-Controller shall submit to PDOCC a list of the employees who have rescinded their authorization for dues deduction.
  
4. New Hires. Employees hired after rescission of agency shop in classifications assigned to units represented by PDOCC shall, as a condition of employment, complete a dues authorization form provided by PDOCC and shall have deducted from their paychecks the membership dues of PDOCC. An employee hired into the Physicians and Dentists Unit shall have thirty (30) days from the date of hire to decide if he or she does not want to become a member of PDOCC. Such decision not to become a member of PDOCC must be made in writing to the Auditor-Controller with a copy to the Labor Relations Division. If the employee decides not to become a member of PDOCC, any PDOCC dues previously deducted from the employee's paycheck shall be returned to the employee and said amount shall be deducted from the next dues deduction check sent to PDOCC. If the employee does not notify the County in writing of the decision not to become a member within the thirty (30) day period, he or she shall be deemed to have voluntarily agreed to pay the dues of PDOCC.

Each such dues authorization form referenced above shall include a statement that PDOCC and the County have entered into a MOU, that the employee is required to authorize payroll deductions of PDOCC dues as a condition of employment, and that such authorization may be revoked within the first thirty (30) days of employment upon proper written notice by the employee within said thirty (30) day period as set forth above. Each such employee shall, upon completion of the authorization form, receive a copy of said authorization form which shall be deemed proper notice of his or her right to revoke said authorization.

**2.3 Communicating With Employees.** PDOCC shall be allowed to use designated portions of bulletin boards or display areas in public portions of County buildings or in public portions of offices in which there are employees represented by PDOCC, provided the communications displayed have to do with official organization business such as times and places of meetings and further provided that the employee organization appropriately posts and removes the information. The department head reserves the right to remove objectionable materials after notification to and discussion with PDOCC.

Representatives of PDOCC, not on County time, shall be permitted to place a supply of employee literature at specific locations in County buildings if arranged through the Appointing Authority or designated representative; said representatives may distribute employee organization literature in work areas (except work areas not open to the public) if

## SECTION 2 - ORGANIZATION SECURITY

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the nature of the literature and the proposed method of distribution are compatible with the work environment and work in progress.

Such placement and/or distribution shall not be performed by on duty employees.

PDOCC shall be allowed access to work locations in which it represents employees for the following purposes:

- a. to post literature on bulletin boards;
- b. to arrange for use of a meeting room;
- c. to leave and/or distribute a supply of literature as indicated above;
- d. to represent an employee on a grievance, and/or to contact a PDOCC officer on a matter within the scope of representation;
- e. to ascertain whether the terms and conditions of the MOU are being complied with.

In the application of this provision, it is agreed and understood that in each such instance advance arrangements, including disclosure of which of the above purposes is the reason for the visit, will be made with the departmental representative in charge of the work area, and the visit will not interfere with County services.

**2.4 Use of County Buildings.** PDOCC shall be allowed the use of areas normally used for meeting purposes for meetings of County employees except during the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday when:

- a. such space is available;
- b. there is no additional cost to the County;
- c. it does not interfere with normal County operations, nor interfere with employee's work responsibility.
- d. the meetings are on matters within the scope of representation.

The administrative official responsible for the space shall establish and maintain scheduling of such uses. PDOCC shall maintain proper order at the meeting, and see that the space is left in a clean and orderly condition.

The use of County equipment (other than items normally used in the conduct of business meetings, such as desks, chairs, ashtrays, and blackboards) is strictly prohibited, even though it may be present in the meeting area.

**2.5 Advance Notice.** PDOCC shall, except in cases of emergency, have the right to reasonable notice of any ordinance, rule, resolution or regulation directly relating to matters

## **SECTION 2 - ORGANIZATION SECURITY**

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within the scope of representation proposed to be adopted by the Board, or boards and commissions appointed by the Board, and to meet with the body considering the matter.

The listing of an item on a public agenda, or the mailing of a copy of a proposal at least seventy-two (72) hours before the item will be heard, or the delivery of a copy of the proposal at least twenty-four (24) hours before the item will be heard, shall constitute notice.

In cases of emergency when the Board, or boards and commissions appointed by the Board, determines it must act immediately without such notice or meeting, it shall give notice and opportunity to meet as soon as practical after its action.

**2.6 Written Statement for New Employees.** The County will provide a written statement to each new employee hired into a classification represented by PDOCC, that the employee's classification is represented by PDOCC and the name of a representative of PDOCC. The County will provide the employee with a packet of information which has been supplied by PDOCC and approved by the County. The County shall provide an opportunity for the Union to make a fifteen (15) minute presentation at the end of the Human Resources Department's new employee orientation meetings.

**2.7 Assignment of Classes to Bargaining Units.** The County shall assign new classes in accordance with the following procedure:

- a. Initial Determination. When a new class title is established, the Labor Relations Manager shall review the composition of existing representation units to determine the appropriateness of including some or all of the employees in the new class in one or more existing representation units, and within a reasonable period of time shall notify all recognized employee organizations of his/her determination.
- b. Final Determination. His/her determination is final unless within ten (10) days after notification a recognized employee organization requests in writing to meet and confer thereon.
- c. Meet and Confer and Other Steps. He/she shall meet and confer with such requesting organizations (and with other recognized employee organizations where appropriate) to seek agreement on this matter within sixty (60) days after the ten (10) day period in Subsection b, unless otherwise mutually agreed. Thereafter, the procedures in cases of disagreement, arbitration referral and expenses, and criteria for determination shall conform to Board of Supervisors' Resolution 81/1165.

**2.8 Release Time for Training.** Effective January 1, 2000, the County shall provide a maximum of fifty (50) hours per calendar year of release time for union-designated representatives to attend labor related training programs.

Requests for release time shall be provided in writing to the Department and the Human Resources Department in writing at least fifteen (15) days in advance of the time requested. The Department will reasonably consider each request and notify the affected employee whether such request is approved within one (1) week of receipt.

### 2.9 Physicians and Dentists as Employees or Contractors.

A. Employees or Contractors. The County agrees to hire new physicians and dentists who are or will be regularly scheduled to work twenty (20) or more hours each week, as employees in positions assigned to the PDOCC Bargaining Unit, and not as contractors, in the following specialties:

1. General Internal Medicine
2. General Pediatrics
3. Emergency Medicine
4. Family Practice
5. General Pathology
6. Oral Surgery
7. General Dentistry
8. General Practice
9. Medical and Surgical Registrars
10. Obstetrics and Gynecology

### B. Psychiatrists.

1. The County will endeavor to utilize psychiatrists who are employed by the County and represented by PDOCC, to provide at least sixty percent (60%) of the psychiatric service hours provided annually to the County.
2. Beginning February 1, 2015, and each February 1 thereafter, the Health Services Department will provide an alphabetical list of all psychiatrists, both employed and contracted, working for the Department during the prior calendar year with the total number of psychiatric service hours provided by each psychiatrist listed. If the total number of psychiatric service hours provided by contracted psychiatrists during the prior the calendar year exceeds forty percent (40%) of the total psychiatric service hours provided by all psychiatrists, then the Health Services Department will pay to PDOCC the amount of PDOCC dues for each full-time equivalent (F.T.E.) for contracted service hours over forty percent (40%). One (1) F.T.E. is equivalent to 2,080 service hours per year. The number of F.T.E. for dues payment will be determined by taking the total number of annual service hours over forty percent (40%) provided by contracted psychiatrists divided 2,080 hours (e.g., 10,400 contracted service hours ÷ 2,080 hours= 5 F.T.E.).
3. By January 15 of each year, PDOCC will provide the Health Services Department with the annual dues amount for one F.T.E. at the top step of the Exempt Medical Staff Physician salary schedule for the prior calendar year for purposes of calculating the dues payment to PDOCC. If the Health Services Department determines that a payment is owed to PDOCC pursuant to this section 2.9.B., such payment will be made to PDOCC no later than March 1 of any year in which a payment is due.

## **SECTION 3 - NO DISCRIMINATION**

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- C. CCHP Community Provider Network Physicians. Notwithstanding subsections A. and B. above, the County may continue to contract for physician services needed by the Contra Costa Health Plan.

## **SECTION 3 - NO DISCRIMINATION**

There shall be no discrimination because of sex, race, creed, color, national origin, sexual orientation or union activities against any employee or applicant for employment by the County or by anyone employed by the County; and to the extent prohibited by applicable State and Federal law there shall be no discrimination because of age. There shall be no discrimination against any disabled person solely because of such disability unless that disability prevents the person from carrying out the essential functions of the position safely.

## **SECTION 4 - SHOP STEWARDS AND OFFICIAL REPRESENTATIVES**

**4.1 Attendance at Meetings.** Employees designated as shop stewards or official representatives of PDOCC shall be allowed to attend meetings held by County agencies during regular working hours on County time as follows:

- a. If their attendance is required by the County at a specific meeting, including meetings of the Board of Supervisors;
- b. if their attendance is sought by a hearing body or presentation of testimony or other reasons;
- c. if their attendance is required for a meeting necessary for settlement of grievances filed pursuant to Section 15 - Grievance Procedure of this MOU and scheduled at reasonable times agreeable to all parties;
- d. if they are designated as a shop steward, in which case they may utilize a reasonable time at each level of the proceedings to assist an employee to present a grievance provided the meetings are scheduled at reasonable times agreeable to all parties;
- e. if they are designated as spokesperson or representative of PDOCC and as such make representations or presentations at meetings or hearings on wages, salaries and working conditions; provided in each case advance arrangements for time away from the employee's work station or assignment are made with the appropriate department head, and the County agency calling the meeting is responsible for determining that the attendance of the particular employee(s) is required, including meetings of the Board of Supervisors and Retirement Board where items which are within the scope of representation and involving PDOCC are to be discussed.

**4.2 PDOCC Representatives.** Official representatives of PDOCC shall be allowed time off on County time for meetings during regular working hours when formally meeting and conferring in good faith or consulting with the Labor Relations Manager or other



management representatives on matters within the scope of representation, provided that the number of such representatives shall not exceed two (2) without prior approval of the Labor Relations Manager, and that advance arrangements for the time away from the work station or assignment are made with the appointing authority or designee.

**SECTION 5 – SALARIES**

**5.1 General Wage Increases.**

A. The base rate of pay for all classifications represented by PDOCC will be increased as follows:

- |    |                                       |             |
|----|---------------------------------------|-------------|
| 1. | Effective March 1, 2014               | 3% increase |
| 2. | Effective November 1, 2015            | 3% increase |
| 3. | Effective October 31, 2016 - 11:59 pm | 4% increase |

B. Longevity Pay.

1. Effective July 1, 2009, employees at ten (10) years of county service shall be eligible to receive a two and one-half percent (2.5%) longevity pay differential.
2. Effective November 1, 2013, permanent full time and part time employees who have completed fifteen (15) years of service for the County will receive an additional two and one-half percent (2.5%) longevity differential effective on the first day of the month following the month in which the employee qualifies for the fifteen (15) years of service. For employees who completed fifteen (15) years of service on or before November 1, 2013, this longevity differential will be paid prospectively only from November 1, 2013.
3. Effective November 1, 2014, permanent full time and part time employees who have completed twenty (20) years of service for the County will receive an additional two and one-half percent (2.5%) longevity differential effective on the first day of the month following the month in which the employee qualifies for the twenty (20) years of service. For employees who completed twenty (20) years of service on or before November 1, 2014, this longevity differential will be paid prospectively only from November 1, 2014.

**5.2 Appointment.** Exempt Medical Staff Members shall be employed only in classes for which they are qualified by virtue of their education, experience and professional license, and shall be paid at a rate established for their classification. For classifications for which a range of steps have been established, Exempt Medical Staff Members shall be appointed at the step of the salary range for their class which is appropriate to their particular qualifications and the position to be filled giving due consideration to the experience, responsibility and competence of the appointee. The determination of an Exempt Medical Staff Member's qualifications and designation of the appropriate step of the salary range shall be by the appointing authority or designee and shall be final. The appointing authority or designee will notify PDOCC of any appointments above Step 3 in the applicable salary range and will include a justification for the appointment.

## **SECTION 5 – SALARIES**

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**5.3 Reappointment.** Exempt Medical Staff Members who terminate their services with the County and are subsequently reemployed in the same medical staff classification within two (2) years from the date of termination may be appointed at the step of the salary range at which they were employed at the time of termination.

**5.4 Merit Adjustment.** Each Exempt Medical Staff Member shall be eligible for a merit review one year after the date of his/her original appointment and annually thereafter until the top step of the range is reached. Based upon review of each Exempt Medical Staff Member's duties and performance, the appointing authority or designee may authorize an advancement to the next higher step in the salary range, or deny the adjustment with or without one additional review at some specified date before the next anniversary. Merit increase shall be awarded for satisfactory performance and there shall be no limit to the number of employees receiving a merit increment in any given year.

The decision to approve or deny the Exempt Medical Staff Member's merit adjustment will be supported by a written evaluation of the member's performance. Performance evaluations will be completed by the appropriate Department Head, who may confer with other medical staff members and will be subject to review and approval by the appointing authority's designee. The written performance evaluation system will be implemented within six (6) months of the adoption of this MOU. No salary adjustment shall be made unless a recommendation to do so is made by the appointing authority, or designee, and no provision of this section shall be construed to make the adjustment of salaries mandatory on the County.

**5.5 Frequency.** An Exempt Medical Staff Member shall be eligible for a salary review one year after the date of his original appointment and annually thereafter. At that time, the appointing authority or designee may authorize a salary adjustment, deny the adjustment unconditionally or deny the adjustment subject to review at some specified date before the next anniversary. Under special circumstances, the appointing authority or designee may make a one-step adjustment in advance of the date on which an Exempt Medical Staff Member becomes eligible for the adjustment. When such an advance adjustment is made, however, the Exempt Medical Staff Member may not receive another adjustment until the date of eligibility following that for which the adjustment was authorized in advance.

**5.6 Effective Date.** Adjustments to Exempt Medical Staff Members' salaries shall be effective on the first day of the month following the month in which the adjustment is authorized by the appointing authority or designee. If an operating department verifies in writing that an administrative or clerical error was made in failing to submit the documents needed to advance an employee to the next salary step on the first of the month when eligible, said advancement shall be made retroactive to the first of the month when eligible.

**5.7 Payment.** On the tenth (10th) day of each month, the Auditor will draw a warrant upon the Treasurer in favor of each employee for the amount of salary due the employee for the preceding month; provided, however, that each employee (except those paid on an hourly rate) may choose to receive an advance on the employee's monthly salary, in which case the Auditor shall, on the twenty-fifth (25th) day of each month, draw his/her warrant upon the Treasurer in favor of such employee.

The advance shall be in an amount equal to one-third (1/3) or less (at the option of the employee) of the employee's basic salary of the previous month except that it shall not exceed the amount of the previous month's basic salary less all requested or required deductions.

The election to receive the advance shall be made on the prescribed form (form M-208, revised 5/81) and submitted by the 15th of the month to the department payroll clerk who will forward the card with the Salary Advance Transmittal/Deviation Report to the Auditor-Controller payroll section.

Such an election would be effective in the month of the submission and would remain effective until revoked.

In the case of an election made pursuant to this Section 5.7 all required or requested deductions from salary shall be taken from the second installment, which is payable on the tenth (10th) day of the following month.

**5.8 Part-Time Compensation.** An Exempt Medical Staff Member working part-time shall be paid a monthly salary in the same ratio to the full time monthly rate to which he would be entitled as an Exempt Medical Staff Member working full time as the number of hours per week in his part-time work schedule bears to the number of hours in the regular full time schedule. Other benefits to which the employee is entitled under the provisions of this division may be assigned on the same pro rata basis. If the employment is periodic and irregular, depending on departmental requirements, payment for hours worked shall be made at the hourly rate established for the salary step to which the Exempt Medical Staff Member would be assigned if he were working permanent full time or part-time.

**5.9 Compensation for Portion of Month.** Any Exempt Medical Staff Member who works less than any full calendar month, except when on earned vacation or authorized sick leave, shall receive as compensation for his services an amount which in the same ratio to the established monthly rate as the number of days worked is to the actual working days in such Exempt Medical Staff Member's normal work schedule for the particular month; but if the employment is intermittent, compensation shall be on an hourly basis.

**5.10 Reclassification of Position.** The salary of an employee whose position is reclassified from a class on the basic or exempt salary schedule to an Exempt Medical Staff classification shall be established in accordance with Section 5.2.

**5.11 Salary on Change of Assignment.**

- A. If a significant change is made in the duties, responsibilities, work schedule or work location assigned to an Exempt Medical Staff Member, the appointing authority or designee may review the changes to determine if they are of such a magnitude to warrant an adjustment in the salary level of the Exempt Medical Staff Member. If it is determined that an adjustment is appropriate, the appointing authority or designee may adjust the salary upward. If such an assignment is temporary (typically not exceeding one year duration), the Exempt Medical Staff Member shall return at the termination of the assignment to the step of the range he/she would have received had he/she remained in his/her regular assignment.

## **SECTION 5 – SALARIES**

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- B. **Effective Date.** Salary adjustments reflecting changes in assignment of an Exempt Medical Staff Member shall be effective on the first day of the month following the month in which the adjustment is made by the appointing authority or designee.

**5.12 Salary on Promotion - Exempt Medical Staff Resident Physicians.** Exempt Medical Staff Resident Physicians are expected to spend approximately one year in each of the three classifications. However, the duration of an employee's training at one of the levels may be extended at the discretion of the appointing authority or designee. Exempt Medical Staff Resident Physicians advancing to a next higher resident physician classification shall be paid at the monthly rate for that classification.

**5.13 Reassignment.** An Exempt Medical Staff Member who is reassigned from one position to another position within the same classification shall be compensated at the same step in the salary range as he/she was previously. Eligibility for stipends as described in Section 5.14 will be reevaluated at the time of reassignment and may result in the commencement or discontinuing of a stipend or stipends as appropriate.

**5.14 Stipends.** Effective January 1, 2000, Exempt Medical Staff Members are eligible for the following additional compensation. An employee may be eligible for and receive stipends in more than one category. Neither periods of voluntary separation nor periods of involuntary separation exceeding two years, will be bridged.

- A. The President of the Medical Staff will receive \$750 per month.
- B. The Department Heads for Ambulatory Family Medicine, Anesthesia, Dental (excluding the classification Chief of Dental Service), Diagnostic Imaging, Emergency Medicine, Internal Medicine, Geriatrics, Obstetrics and Gynecology, Pathology, Pediatrics, Psychiatry, Regional DFM Division Head, Chief Surgery Registrar, Rehabilitation and Surgery, and other comparable assignments deemed appropriate by the appointing authority or designee will receive \$550 per month.
- C. The Ambulatory Policy Committee Chair, Chief Orthopedics Registrar and Chief Oncology Registrar will receive \$350 per month.
- D. The Chairpersons of the Medical Staff committees charged with considerable responsibility, such as Credentials, Medical Quality Assurance, Utilization Review, and other comparable assignments deemed appropriate by the appointing authority or designee will receive \$550 per month.
- E. The Division Heads (e.g. Nursery, Ambulatory Medicine, and Out Patient Psychiatry, and Detention), the Assistant Residency Director, the Assistant Surgical Registrar Chief, the Assistant Surgical Chief and other comparable assignments deemed appropriate by the appointing authority or designee will receive \$275 per month.

A monthly stipend will be awarded to physicians and dentists based upon continuous years of employment as a permanent employee as follows:

**Years of Completed Service**

Positions <u>Hours</u>	Under <u>3 yrs.</u>	3 – 5 <u>Years</u>	6 – 8 <u>Years</u>	9 or <u>More</u>
32 or more:	0	\$150	\$300	\$350
20 – 31:	0	\$75	\$150	\$175

Employees assigned to a position of less than 20 hours per week are not eligible for this stipend.

The above stipends will become effective on the first of the month following the employee's appointment unless the appointment is effective on the first of the month, in which case the stipend will commence immediately.

- F. (1) Every member regularly scheduled to work at least four (4) family practice, internal medicine, adult medicine, pediatrics, psychiatry, dental, HIV, language-specific clinics or a combination of four or more of these clinics per week will receive an annual stipend of five hundred dollars (\$500) for each of the above weekly clinics that was regularly scheduled during the entire period of July 1 through June 30. The first period of stipend eligibility is July 1, 2006 through June 30, 2007. Stipends will be paid within ninety (90) days of the conclusion of the annual period. Every newly hired member who begins work other than July 1 of each year, and who otherwise meets the criteria of this paragraph, will receive a reduced stipend, based upon the monthly pro-rata portion of the year worked by these members.

Example: A member has five (5) weekly family practice clinics that are regularly scheduled for the period July 1, 2006 through June 30, 2007. After June 30, 2007, the member will receive a one time stipend of \$2500 (five (5) clinics weekly at \$500 each). Should the member maintain the same schedule for the period July 1, 2007 through June 30, 2008, the member would receive another stipend after June 30, 2008 of \$2500.

- (2) Every member who is not an inpatient registrar and who does not qualify for an annual stipend in 5.14.F.(1) above and who was regularly scheduled to work at least four (4) clinics of any kind during the entire period of July 1 through June 30 will receive an annual stipend of \$2000. The first period of stipend eligibility is July 1, 2006 through June 30, 2007. Stipends will be paid within ninety (90) days of the conclusion of the annual period. Every newly hired member who begins work other than July 1 of each year and who otherwise meets the criteria of this paragraph, will receive a reduced stipend, based upon the monthly pro-rata portion of the year worked by these members.

- (3) Clinics cancelled for vacation or sick leave will not affect the calculation of the annual stipends in (1) or (2) above, with the exception that members who are on any leave of absence that exceeds a total of sixty (60) calendar days during the qualifying period are not eligible for this stipend.

**5.15 Salary Structure Modifications.** Effective November 1, 2013, Steps 1 and 2 of the current salary range for the classification of Exempt Medical Staff Physician (VPW9), Exempt Medical Staff Dentist (VPW0), and Exempt Medical Staff Dental Specialist (VPV7)

## **SECTION 5 – SALARIES**

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will be eliminated. Step 3 of the current salary range will become the new Step 1 on November 1, 2013. All employees who are below Step 3 on November 1, 2013, will be elevated to the new Step 1 (former Step 3) effective on November 1, 2013. Also on November 1, 2013, Steps 4, 6, 8, 10, 12, and 14 will be eliminated from the current salary range and all employees who are on an eliminated step will move to the next highest step. The resulting salary range will then consist of Steps 1 through 7 and all employees will be paid in accordance with the revised salary range beginning on November 1, 2013.

**5.16 Electronic Health Records Incentive Program.** The federal Medicaid (Medi-Cal) Electronic Health Records (“EHR”) Incentive Program (“EHR Incentive Program”) pursuant to the federal Health Information Technology for Economic Clinical Health (HITECH) Act provides incentive payments to an eligible professional (“EP”) for meaningful use of an EHR system. The terms “EHR Incentive Program,” “EHR,” “EP,” “meaningful use,” “adopt, implement, and upgrade (AIU),” and “incentive payments,” as used in this MOU, have the same meaning as those definitions in Part 495 of title 42 the Code of Federal Regulations. In furtherance of the goals of the EHR Incentive Program, EPs who are employed in classifications represented by PDOCC will do the following:

- A. EPs will utilize the County’s certified EHR system, ccLink, in accordance with the meaningful use requirements of the EHR Incentive Program and any Health Services Department requirements. EPs will cooperate with any requests from the County to provide information, documentation, or validation of their meaningful use of ccLink.
- B. No later than December 31, 2013, EPs who wish to obtain an EHR incentive payment for Adopting, Implementing, or Upgrading (AIU) to ccLink, must register and attest to meeting EHR Incentive Program requirements for AIU through the federal Centers for Medicare and Medicaid Services (CMS) EHR Incentive Program Registration and Attestation System and selects the Medi-Cal EHR State Level Registry Medicaid arm of the EHR Incentive Program. An EP is solely responsible for any consequences, including but not limited to tax consequences, that result from his/her receipt of an EHR incentive payment for AIU. The Health Services Department will, upon request, assist EPs with the process to apply for the EHR incentive payment for AIU. EPs who receive or apply for an EHR incentive payment for AIU by December 31, 2013, will reassign subsequent incentive payments to the County as described in 5.16.C., below. EPs who do not receive or apply to receive an EHR incentive payment for AIU by December 31, 2013, will reassign all EHR incentive payments to the County as described in 5.16.C, below. The intent of this provision is that no EP will receive more than one (1), if any, EHR incentive payment before reassignment of the EHR incentive payments to the County after December 31, 2013.
- C. Beginning January 1, 2014 and each year thereafter, EPs employed in classifications represented by PDOCC will reassign their EHR incentive payments to the County. The EPs will provide the County with any requested information and complete any necessary documentation to reassign their EHR incentive payments to the County. In consideration for the reassignment of the EHR incentive payments, the County and PDOCC agree to the wage increases set forth in Section 5.1.A., above.

## **SECTION 6 - DAYS AND HOURS OF WORK**

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- D. The County shall defend, indemnify, and hold PDOCC harmless against any legal claims filed in any forum against PDOCC by EPs who are members of PDOCC that challenge whether PDOCC has legal authority to agree to a Memorandum of Understanding that requires EPs to reassign to the County their EHR incentive payments from the EHR Incentive Program pursuant to the HITECH Act. This provision will expire when the EHR Incentive Program ends in 2021. This provision 5.16.D. is not subject to the grievance procedure.
  
- E. Except as indicated in D., above, any disputes concerning the application and/or interpretation of section 5.16 shall be resolved through the grievance procedure of this MOU.

### **SECTION 6 - DAYS AND HOURS OF WORK**

**6.1 Work Week Defined.** The work week for employees, except Residents, is five (5) eight-hour days, or a total of forty (40) hours, between 12:01 a.m. on Sunday and 12:00 midnight on Saturday. However, when operational requirements require deviations from the usual pattern of five eight-hour days, an employee may be scheduled otherwise to meet operational requirements.

**6.2 Employee Physicians on Weekly Schedules.** Permanent full time and part time employee physicians (hereafter “physicians”) on weekly work schedules will be scheduled to work their designated position hours each week. Any hours worked by a physician on a weekly work schedule in excess of the physician’s daily scheduled hours will be paid at the rate of 1.0 times his/her base rate of pay (not including differentials) for all hours worked, except when the physician is paid one or more of the following differential pays under the stated conditions:

- A. Weekend Rounds Differential (D20). A physician is eligible for this differential when the physician works rounds at the hospital between the hours of 5:00p.m. on Friday and 8:00a.m. on Monday in excess of the physician’s designated weekly position hours. This differential is paid at the rate of 1.0 times his/her base rate of pay (not including differentials) plus \$42 per hour, with a minimum pay of three (3) hours. However, only a single three (3) hour minimum will be allowed for each 24 hour period.
  
- B. Holiday Rounds Differential (D23). A physician is eligible for this differential when the physician works rounds at the hospital on a holiday observed by the County in excess of the physician’s designated weekly position hours. This differential is paid at the rate of 1.0 times his/her base rate of pay (not including differentials) plus \$42 per hour, with a minimum pay of three (3) hours. However, only a single three (3) hour minimum will be allowed for each 24 hour period.
  
- C. Physician On-Call OBGYN In-House Differential (D39). This differential is paid at the rate of 1.0 times his/her base rate of pay (not including differentials) plus \$10 per hour. A physician is eligible for this differential when the physician stays at the hospital and is on call for OBGYN duties under any one of the following conditions:

## **SECTION 6 - DAYS AND HOURS OF WORK**

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1. Between 5pm on Monday and 6:30am on Friday;
  2. Between 5pm on Friday and 6:30am on Monday; or
  3. On a holiday observed by the County.
- D. Physician Fall Back Differential (D98). A physician is eligible for this differential for hours a physician works in excess of his/her designated weekly position hours in an extended hours clinic. Extended hours clinics are clinics organized to meet peak patient demands Monday through Friday from 5:30p.m. through 9:00p.m. and Saturday 8:00a.m. through 5:00p.m. This differential is paid at the rate of 1.0 times his/her base rate of pay (not including differentials) plus \$42 per hour.
- E. Call Back Differential (N51). A physician is eligible for this differential when the physician is called back to work and the physician returns to work. This differential is paid at the rate of 1.0 times his/her base rate of pay (not including differentials) plus \$42 per hour, with a minimum of three (3) hours of pay for each call back.
- F. On Call at 1.0 (1:4) Differential (N54). A physician is eligible for this differential when the physician is assigned additional on-call obligations for Anesthesia, Orthopedics, Surgery (including Surgical Pathology), Medicine, Pediatrics, Health Officer or Advice first call, Critical Care/Intensive Care Unit and other comparable on-call duties as assigned by the appointing authority or his/her designee. This differential is paid at the rate of 1.0 times his/her base rate of pay (not including differentials) for each four (4) hours of call (1:4).
- G. On Call at 1.0 (1:8) Differential (N58). A physician is eligible for this differential when the physician is assigned additional on-call obligations for Pathology Clinical Lab Back-up, GI, Detention Medical, Psychiatry, and other comparable on-call duties as assigned by the appointing authority or his/her designee. This differential is paid at the rate of 1.0 times his/her base rate of pay (not including differentials) for each eight (8) hours of call (1:8).

**6.3 Employee Physicians on Monthly Schedules**. Permanent full time and part time employee physicians (hereafter "physicians") on monthly work schedules will be required to work their designated position hours each month. Any hours worked by a physician on a monthly work schedule in excess of the physician's actual month work hours will be paid at the rate of 1.0 times his/her base rate of pay (not including differentials) for all hours worked, except when the physician is paid one or more of the following differential pays under the stated conditions:

- A. Weekend Rounds Differential (D20). A physician is eligible for this differential when the physician works rounds at the hospital between the hours of 5:00p.m. on Friday and 8:00a.m. on Monday in excess of the physician's designated monthly position hours. This differential is paid at the rate of 1.0 times his/her base rate of pay (not including differentials) plus \$42 per hour, with a minimum pay of three (3) hours. However, only a single three (3) hour minimum will be allowed for each 24 hour period.



## **SECTION 6 - DAYS AND HOURS OF WORK**

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- B. Holiday Rounds Differential (D23). A physician is eligible for this differential when the physician works rounds at the hospital on a holiday observed by the County in excess of the physician's designated monthly position hours. This differential is paid at the rate of 1.0 times his/her base rate of pay (not including differentials) plus \$42 per hour, with a minimum pay of three (3) hours. However, only a single three (3) hour minimum will be allowed for each 24 hour period.
- C. Physician On-Call OBGYN In-House Differential (D39). This differential is paid at the rate of 1.0 times his/her base rate of pay (not including differentials) plus \$10 per hour. A physician is eligible for this differential when the physician stays at the hospital and is on call for OBGYN duties under any one of the following conditions:
1. Between 5pm on Monday and 6:30am on Friday;
  2. Between 5pm on Friday and 6:30am on Monday; or
  3. On a holiday observed by the County.
- D. Physician Fall Back Differential (D98). A physician is eligible for this differential for hours a physician works in excess of his/her designated monthly position hours in an extended hours clinic. Extended hours clinics are clinics organized to meet peak patient demands Monday through Friday from 5:30p.m. through 9:00p.m. and Saturday 8:00a.m. through 5:00p.m. This differential is paid at the rate of 1.0 times his/her base rate of pay (not including differentials) plus \$42 per hour.
- E. Call Back Differential (N51). A physician is eligible for this differential when the physician is called back to work and the physician returns to work. This differential is paid at the rate of 1.0 times his/her base rate of pay (not including differentials) plus \$42 per hour, with a minimum of three (3) hours of pay for each call back.
- F. On Call at 1.0 (1:4) Differential (N54). A physician is eligible for this differential when the physician is assigned additional on-call obligations for Anesthesia, Orthopedics, Surgery (including Surgical Pathology), Medicine, Pediatrics, Health Officer, or Advice first call, Critical Care/Intensive Care Unit, and other comparable on-call duties as assigned by the appointing authority or his/her designee. This differential is paid at the rate of 1.0 times his/her base rate of pay (not including differentials) for each four (4) hours of call (1:4).
- G. On Call at 1.0 (1:8) Differential (N58). A physician is eligible for this differential when the physician is assigned additional on-call obligations for Pathology Clinical Lab Back-up, GI, Detention Medical, Psychiatry, and other comparable on-call duties as assigned by the appointing authority or his/her designee. This differential is paid at the rate of 1.0 times his/her base rate of pay (not including differentials) for each eight (8) hours of call (1:8).

**6.4 Schedule Preparation.** With the exception of Emergency Room assignments there will be no split shifts without the employee's consent. The appointing authority or designee will prepare written schedules in advance to encompass the complete operational cycle contemplated. The employee's preferences as well as Department's operational requirements will be considered in preparing the schedule. The work schedules for residents will be determined by the Residency Program Director.

## SECTION 6 - DAYS AND HOURS OF WORK

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### 6.5 Direct Patient Care and Administrative Time.

- A. Direct Patient Care. "Direct Patient Care" is any time the employee's primary responsibility is to deliver health care directly to patients, including but not limited to, clinics, emergency room procedures, diagnosis tests, surgery, and the supervision of resident physicians.
- B. Administrative Time. "Administrative Time" is time when the physician does not provide direct patient care. This is time to catch up on the required and necessary paperwork related to the care of patients, ordering tests and labs, reviewing and completing required forms, making telephone calls, scheduling, following up, reviewing medical records, carrying out medical staff responsibilities, committee work, and other responsibilities assigned by the medical staff or by management, and any other related administrative tasks. The basic physician and dentist schedule, excluding physicians assigned primarily to the Emergency Department, for a forty (40) hour position will consist of thirty-six (36) hours of direct patient care, and four (4) hours of administrative time. This administrative time will be prorated for all employees working in a twenty (20) hour or greater position according to the following schedule. The nature of the administrative time will be determined by the appropriate Department Head.

<u>Total Hours per Week</u>	<u>Average Admin Hours per Week</u>
36 – 40	4
28 – 35	3
20 – 27	2

Twenty percent (20%) of the administrative time per ten week cycle will be "at risk" to fill in for unscheduled absences and/or for any absences for short notice clinics, small clinics with two or fewer providers, the detention facilities, or at the discretion of the Department Head, to other clinics as necessary to allow for maximum latitude in approving leave requests. "At risk" administrative time will be scheduled in four (4) hour blocks. In addition, all Registrars with appropriate medical skills, the Department Head and Division Heads of the Department of Family Medicine, and the Residency Director, shall be "at risk" for six (6) four-hour blocks of time per calendar year to fill in for absences as described in this paragraph. Registrar eligibility and scheduling shall be coordinated between the head of the appropriate department and the head of the Department of Family Medicine. The decision of the appointing authority or designee regarding eligibility and scheduling of "at risk" blocks shall be final. On call time may be scheduled instead of "direct patient care" with the employee's approval at a ratio of four (4) hours of on call time to one (1) hour of "direct patient care" time.

- C. Administrative Time – Emergency Department. The basic schedule for full time physicians assigned primarily to the Emergency Department will consist of thirty two (32) hours of direct patient care, four (4) hours of administrative time and four (4) hours of time in lieu of "Back Up" coverage. Administrative time and "Back Up" coverage time, for part time physicians assigned primarily to the Emergency Department is as follows:

## SECTION 6 - DAYS AND HOURS OF WORK

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<u>Position Hrs/Week</u>	<u>Admin. Hrs/Week</u>	<u>Back-Up Hrs/Week</u>
40	4	4
34-39	3	3
28-33	2	2
<28	0	0

The nature of the administrative time will be determined by the appointing authority or designee. Physicians assigned primarily to the Emergency Department will be assigned to provide “back-up coverage” for physicians who are unable to work their assigned Emergency Department shifts due to unplanned absences. The “back-up coverage” schedule will be developed and administered by the Appointing Authority or designee. All physicians who receive Emergency Department Administrative hours are required to provide “back-up coverage” when assigned. Time worked as “back-up coverage” will be paid at the rate set forth in Section 6.9 - Emergency Pay, for the shift worked.

“Back-up coverage” shall be assigned among individual physicians as a ratio of their individual hours assigned to the Emergency Department divided by the total physician hours assigned to the Emergency Department.

- D. Administrative Time – Family Practice. Physicians who are scheduled to work an average of six (6) or more Family Practice Clinics per week may request, in writing, additional administrative time such that their average total amount of administrative time weekly equals one hour for every Family Practice Clinic scheduled. No other clinic assignments qualify for this formula. Physicians choosing this option agree that this formula for administrative time in 6.5.D. supplants the formula in 6.5.B. for administrative time and also agree not to reduce their scheduled number of Family Practice clinics while exercising this option. Schedule changes will be implemented within ninety (90) days of receipt and approval of the physician’s written request.

Physicians who are scheduled to work an average of 5.5 or more “qualifying clinics” per week may request, in writing, the following adjustments in their schedules based upon their years of service as a County employee:

On or after the completion of twelve (12) years of County service in a permanent status, “at risk” Administrative Time as described in Section 6.5.B. may be reduced from twenty percent (20%) to zero percent (0%).

Physicians who are scheduled to work an average of seven (7) or more “qualifying clinics” per week may request, in writing, the following adjustments in their schedules based upon their years of service as a County employee:

On or after the completion of fifteen (15) years of County service in a permanent status, Staff Development Time as described in Section 6.6. may be increased to the following total weekly hours:

## SECTION 6 - DAYS AND HOURS OF WORK

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<u>Position Hours per Week</u>	<u>Staff Development Hours Per Week</u>
36-40	8
28-35	4
24-27	3

On or after the completion of twenty (20) years of County service in a permanent status, an average of four (4) hours of Staff Development time per week may be converted to administrative time that is not “at risk”.

“Qualifying clinics” are Family Practice Clinics, Scheduled Short Notice Clinics, Float Time (i.e., time in physician’s schedule designated to cover primary care responsibilities), HIV, Older Adults, Vietnamese and Laotian Clinics. When granted, schedule changes will be effective within ninety (90) days after receipt of the written request by the appointing authority or his designee.

- E. Administrative Time – Dental Clinics. Dentists who are scheduled to work an average of six (6) or more dental clinics per week may request, in writing, the following adjustments in their schedules based upon their years of service as a County employee:

On or after the completion of twelve (12) years of County service in a permanent status, “at risk” Administrative Time as described in Section 6.5.B. may be reduced from twenty percent (20%) to zero percent (0%).

On or after the completion of fifteen (15) years of County service in a permanent status, Staff Development time may be allowed in accordance with Section 6.6. as follows:

<u>Position Hours per Week</u>	<u>Staff Development Hours Per Week</u>
36-40	8
28-35	4
24-27	3
<24	0

On or after the completion of twenty (20) years of County service in a permanent status, Staff Development Time may be converted to not-“at risk” Administrative Time.

**6.6 Staff Development.** Employees regularly scheduled to work sixteen (16) hours per week or more of Family Practice Clinics and who have majority of their position hours assigned to Family Practice and Urgent Care Clinics shall be eligible for staff development time. The nature of the staff development time shall be decided by the appropriate Department Head and could include such responsibilities as specialty clinic assignments, or activities which contribute to patients’ health, system efficiency or quality care. Employees may apply to use such time by submitting a proposal describing the goals and process of their work to the appointing authority or designee for approval. Employees will be notified in writing of the decision regarding their proposal. Approval of the use of staff

## SECTION 6 - DAYS AND HOURS OF WORK

development time shall be for a specific period of time and may be discontinued at any time with a written explanation, at the discretion of the appointing authority or designee. Employees involved in such work shall be required to submit periodic progress reports as determined by the appointing authority or designee.

Those employees in forty (40) hour positions will be assigned four (4) hours of staff development time per week. This staff development time shall be prorated for those qualifying employees working in a twenty-four (24) hour or greater position according to the following schedule:

<u>Total Hours per Week</u>	<u>Staff Development Hrs per Week</u>
36 - 40	4
28 - 35	3
24 - 27	2

All physicians except those assigned to positions in the Emergency Department will be scheduled to work between the hours of 6:00 a.m. and 5:30 p.m., (normally between 8:00 a.m. and 5:00 p.m.) Monday through Friday.

**6.7 Evening and Weekend Assignments.** The schedule for any physician working at least twenty (20) hours per week may include one four-hour evening clinic per week and/or one 4, 6, or 8 hour weekend clinic every eight weeks, at the discretion of the appointing authority or designee. Physicians with regular weekend direct patient care responsibilities are exempt from weekend clinic assignments. Such clinics will be compensated at the physician's base rate plus fifteen dollars (\$15) per hour. Except for those physicians given assignments in the Departments of Emergency Medicine, Obstetrics & Gynecology and Pediatrics, additional evening or weekend work will be by mutual agreement. Such work will be compensated as described in Section 6.9. - Emergency Room Pay. This additional compensation applies only to the scheduled time and does not include unscheduled work required for patient care needs or inpatient morning rounds.

Additional evening and weekend work in the Departments of Emergency Medicine, OB-GYN and Pediatrics will be compensated as follows:

1. Emergency Department. A physician assigned to work in the Emergency Department will be compensated as set forth in Section 6.9 - Emergency Room Pay.
2. Department of Pediatrics. A physician with inpatient responsibilities for a physician assigned to the Department of Pediatrics will be paid at the hourly equivalent of his/her base pay.
3. Department of OB-GYN. A physician with inpatient responsibilities assigned to the Department of OB-GYN shall be paid as described in Sections 6.2 and 6.3 – Regular OB Coverage for Holidays, Evenings, and Weekends.

**6.8 Physician Call.** The basic call obligation for physicians is defined in Sections 6.2 and 6.3, above, and is compensated as set forth therein.

## **SECTION 6 - DAYS AND HOURS OF WORK**

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**6.9 Emergency Room Pay.** A physician working in the Emergency Room will be paid the following differentials in addition to his/her regular base pay:

Monday – Thursday	7:00 a.m. - 11:00 p.m.	\$14 per hour
Friday	7:00 a.m. - 7:00 p.m.	\$14 per hour
Monday – Thursday	11:00 p.m. - 7:00 a.m.	\$42 per hour
Fri., Sat., Sun.	7:00 p.m. - 7:00 a.m.	\$56 per hour
Saturday, Sunday	7:00 a.m. - 7:00 p.m.	\$28 per hour

Holidays will be paid as weekends. New Year’s Eve and Christmas Eve will be paid as week-ends, beginning at 7:00 p.m.

A physician working in the Emergency Room in addition to his/her regular basic schedule, will be paid at the hourly equivalent of his/her base pay plus the appropriate differential.

**6.10 Panel Management Compensation.** In recognition of the panel management duties performed in excess of an employee’s designated position hours, permanent full-time and part-time employees in the classification of Exempt Medical Staff Physicians (VPW9) are eligible to receive a panel management differential at the straight time rate (1.0) of the employee’s base rate of pay for one (1) hour and thirty (30) minutes for each day worked subject to the following criteria:

- A. Saturday, Sunday, observed and worked holidays, and hours in a paid status due to the use of accruals are not considered as days worked and are excluded from Panel Management Compensation. Exceptions to this specific criteria are regularly scheduled qualifying clinics performed for system needs that fall on Saturday subject to the approval of the Director of Health Services or his/her designee.
- B. Panel Management duties are performed in excess of the physician’s weekly or monthly schedule and include updating and reviewing medical records, preparing correspondence, communicating with patients and care team members by telephone and electronically, prescription management, and other related duties associated with panel management care.
- C. The physician must work at the same Contra Costa County Health Center location for a quarterly average of eighteen (18) hours or more per week in a primary care clinic defined as a “Qualifying Clinic” below.
- D. A maximum of four (4) hours per week worked in a Prenatal Clinic can count towards meeting the quarterly average of eighteen (18) hours or more per week.
- E. Physicians assigned a schedule that includes “short notice float hours” will have those “short notice float hours” worked at any health center location counted towards meeting the quarterly average of eighteen (18) hours or more per week.
- F. Physicians must be available for automatic panel assignment and all clinic hours that qualify for panel management compensation must be used in calculating adjusted primary care panel sizes for the purposes of assigning patients to primary care provider panels.

## SECTION 7 - HOLIDAYS

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- G. Final determination of whether a physician's schedule qualifies for the Panel Management Compensation differential is at the discretion of the Director of Health Services or his/her designee.
- H. The following are considered Qualifying Clinics for Panel Management Compensation:
  - 1. Family Medicine
  - 2. Pediatric
  - 3. Adult Medicine
  - 4. Prenatal Clinic (up to 4 hours as described in D., above)
  - 5. Positive Health Clinic
  - 6. Language-Specific Clinics
  - 7. Family Medicine Clinic Resident Precepting
  - 8. Prenatal Group
  - 9. Diabetes Group
  - 10. Active Healthy Families' Group
  - 11. Well Baby Group

**6.11 Time Stamping.** Permanent Intermittent (hourly) employees must time stamp in and out as they begin and end their work shifts and take meal periods. Permanent full-time and part-time employees on a weekly schedule must report time off and time worked for special pays on the electronic timecard. Permanent full-time and part-time employees on a monthly schedule must report start and end times on each day worked, time off, and time worked for special pays on the electronic timecard.

**6.12 Time Reporting and Pay Practices Waiver.** PDOCC agrees to the implementation of an Automated Timekeeping System. PDOCC waives its right to meet and confer regarding any impacts that may result from the County's implementation of an automated timekeeping system, including but not limited to, changes to current departmental time reporting and pay practices. PDOCC agrees to convert from the current payroll cycle when the County is able to upgrade the current payroll system or implement a new County payroll system.

## **SECTION 7 - HOLIDAYS**

**7.1 Holidays Observed.** The County will observe the following holidays:

- A. January 1st, known as New Year's Day
- Third Monday in January known as Dr. M. L. King, Jr. Day
- Third Monday in February, known as Presidents Day
- The last Monday in May, known as Memorial Day
- July 4th, known as Independence Day
- First Monday in September, known as Labor Day
- November 11th, known as Veterans Day
- Fourth Thursday in November, known as Thanksgiving Day
- The day after Thanksgiving
- December 25th, known as Christmas Day

## **SECTION 7 - HOLIDAYS**

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Such other days as the Board of Supervisors may by resolution designate as holidays.

Any holiday observed by the County that falls on a Saturday is observed on the preceding Friday and any holiday that falls on a Sunday is observed on the following Monday.

- B. Each full time employee will accrue two (2) hours of personal holiday leave per month. Each part time employee will accrue a pro-rated number of hours of personal holiday leave per month. No employee may accrue more than forty (40) hours of personal holiday leave. On separation from County service, an employee will be paid for any unused personal holiday leave at the employee's then current pay rate.

### **7.2 Holiday is NOT Worked and Holiday Falls on Scheduled Work Day**

- A. Holiday Observed – Full-Time Employees: Each full-time employee is entitled to observe a holiday (8 hours off work), without a reduction in pay whenever a holiday is observed by the County. When a full-time employee is scheduled to work less than eight (8) hours on a holiday and the employee observes the holiday, the employee is also entitled to receive flexible pay at the rate of one (1.0) times his/her base rate of pay (not including differentials) for the difference between eight (8) hours and the hours the employee was scheduled to work on the holiday.
- B. Holiday Observed in Excess of Eight (8) hours – Full-Time Employees: When a holiday falls on a full-time employee's scheduled workday, the employee is entitled to only eight (8) hours off work without a reduction in pay. If the workday is a ten (10) hour day, the employee must use two (2) hours of non-sick leave accruals. If the workday is a twelve (12) hour day, the employee must use four (4) hours of non-sick leave accruals. If the employee does not have any non-sick leave accrual balances, leave without pay (AWOP) will be authorized.
- C. Holiday Observed – Part-Time Employees: When a holiday is observed by the County, each part-time employee is entitled to observe the holiday in the same ratio as his/her number of position hours bears to forty (40) hours, multiplied by 8 (hours), without a reduction in pay. For example, a part-time employee whose position hours are 24 hours per week is entitled to 4.8 hours off work on a holiday (24/40 multiplied by 8 = 4.8). Hereinafter, the number of hours produced by this calculation will be referred to as the "Part-Time employee's holiday hours."

When the number of hours in a part time employee's scheduled work day that falls on a holiday ("scheduled work hours") is less than the employee's "Part Time employee's holiday hours," the employee is also entitled to receive flexible pay at the rate of one (1.0) times his/her base rate of pay (not including differentials) for the difference between the employee's "scheduled work hours" and the employee's "Part time employee's holiday hours."

When the number of hours in a part time employee's scheduled work day that falls



on a holiday (“scheduled work hours”) is more than the employee’s “Part Time employee’s holiday hours,” the employee must use non-sick leave accruals for the difference between the employee’s “scheduled work hours” and the employee’s “Part Time employee’s holiday hours.” If the employee does not have any non-sick leave accrual balances, leave without pay (AWOP) will be authorized.

**7.3 Holiday is NOT Worked and Holiday Falls on Scheduled Day Off.**

- A. Full-Time Employee: When a holiday is observed by the County on the scheduled day off of a full-time employee, the employee is entitled to take eight (8) hours off work, without a reduction in pay, in recognition of the holiday. The employee is also entitled to receive eight (8) hours of flexible pay at the rate of one (1.0) times his/her base rate of pay (not including differentials) in recognition of his/her scheduled day off.
- B. Part-Time Employee: When a holiday is observed by the County on the scheduled day off of a part-time employee, the part-time employee is entitled to observe the holiday in the amount of the “Part-Time employee’s holiday hours,” without a reduction in pay, in recognition of the holiday. The employee is also entitled to receive flexible pay at the rate of 1.0 times his/her base rate of pay (not including differentials) in the amount of the “Part-Time employee’s holiday hours” in recognition of his/her scheduled day off.

**7.4 Holiday is WORKED and Holiday Falls on Scheduled Work Day**

- A. Full-Time Employee: When a full-time employee works on a holiday that falls on the employee’s scheduled work day, the employee is entitled to receive his/her regular salary. The employee is also entitled to receive holiday pay at the rate of one (1.0) times his/her base rate of pay (not including differentials) for all hours worked up to a maximum of eight (8) hours. When a full-time employee is scheduled to work less than 8 hours on a holiday (short shift) and the employee works that short shift, the employee is also entitled to receive flexible pay at the rate of one (1.0) times his/her base rate of pay (not including differentials) for the difference between eight (8) hours and the short shift hours. When a full-time employee is scheduled to work more than eight (8) hours on a holiday (long shift) and the employee works more than the long shift hours, the employee is entitled to receive straight time pay at the rate of one (1.0) times his/her base rate of pay (not including differentials) for all hours worked beyond the long shift hours.
- B. Part-Time Employee: When a part-time employee works on a holiday that falls on the employee’s scheduled work day, the part-time employee is entitled to receive his/her regular salary. The part-time employee is also entitled to receive holiday pay at the rate of one (1.0) times his/her base rate of pay (not including differentials) for all hours worked on the holiday, up to a maximum of eight (8) hours.

When a part-time employee is scheduled to work less than the employee’s “part-time employee’s holiday hours” on a holiday (short shift) and the employee works that short shift, the employee is also entitled to receive flexible pay at the rate of one (1.0) times his/her base rate of pay (not including differentials) for the difference

## **SECTION 8 - VACATION LEAVE**

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between the “Part-time employee’s holiday hours” and the short shift hours

When a part-time employee is scheduled to work more than his/her “part-time employee’s holiday hours” on a holiday (long shift) and the employee works more than the long shift hours, the employee is entitled to receive straight time pay at the rate of one (1.0) times his/her base rate of pay (not including differentials) for all hours worked beyond the long shift hours.

### **7.5 Holiday is WORKED and Holiday Falls on Scheduled Day Off.**

- A. Full-Time Employee: When a full-time employee works on a holiday that falls on the employee’s scheduled day off, the employee is entitled to receive his/her regular salary. The employee is also entitled to receive straight pay at the rate of one (1.0) times his/her base rate of pay (not including differentials) for all hours worked on the holiday. The employee is also entitled to receive eight (8) hours of flexible pay at the rate of one (1.0) times his/her base rate of pay (not including differentials) in recognition of his/her scheduled day off.
- B. Part-Time Employee: When a part-time employee works on a holiday that falls on the employee’s scheduled day off, the employee is entitled to receive his/her regular salary. The part-time employee is also entitled to receive straight time pay at the rate of one (1.0) times his/her base rate of pay (not including differentials) for all hours worked on the holiday. The part-time employee is also entitled to receive flexible pay at the rate of one (1.0) times his/her base rate of pay (not including differentials) multiplied by the amount of the “Part-time employee’s holiday hours” in recognition of his/her scheduled day off.

### **7.6 Permanent Intermittent Employee.**

Holiday is Worked: Permanent intermittent employees who work on a holiday are entitled to receive straight time pay at the rate of one (1.0) times his/her base rate of pay (not including differentials) for all hours worked on the holiday.

## **SECTION 8 - VACATION LEAVE**

### **8.1 Vacation Allowance.**

- A. Exempt Medical Staff members in permanent positions are entitled to vacations with pay which accrue according to, and may be cumulated to maximums set forth in the table below. Accrual is by hours of working time per calendar month of service and begins on the date of appointment to a permanent position, except that increased accruals granted in recognition of long service being on the first of the month following the month in which the Exempt Medical Staff Member accrues the time set forth in Subsection (b), and except that accrual for portions of a month shall be in minimum amounts of one-tenth hour calculated on the same basis as for partial month compensation pursuant to Section 5.9. Vacation credits may be used only after completion of six months service in a permanent position but may be used by Exempt Medical Staff Members to supplement exhausted sick leave in cases of

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absence during the first six months, and in addition, by Exempt Medical Staff Resident Physicians in order to reconcile vacation schedules to training needs.

An Exempt Medical Staff Resident Physician who is required by the Department to schedule his/her vacation at the sole convenience of the Department in order to accommodate training needs shall have the equivalent of one (1) year's accrual of vacation credited at the beginning of each fiscal year's training program to accommodate Departmental vacation scheduling prior to regular accruals on a monthly basis. Exempt Medical Staff Resident Physicians may utilize this vacation account credit in advance of the date the vacation is regularly accrued under the provisions applying to all Exempt Medical Staff Physicians.

However, Resident Physicians who terminate before the end of a fiscal year's training program shall have their vacation credit account adjusted downward to equal the pro rata vacation they would have accrued on the regular accrual plan. If a Resident Physician uses vacation accruals in excess of the adjusted entitlement computed effective on his/her separation, the Resident shall reimburse the County for the excess vacation accruals taken at his/her then current pay rate.

No vacation shall be allowed in excess of actual accrual at the time vacation is taken. On separation from County service Exempt Medical Staff Members shall be paid for any unused vacation credits at their then current pay rate.

- B. The rates at which vacation credits accrue, and the maximum cumulation thereof, are as follows:

<u>Length of Service</u>	<u>Monthly Accrual Hours</u>	<u>Maximum Cumulative Hours</u>
Under 15 years	10	240
15 through 19 years	13-1/3	320
20 through 24 years	16-2/3	400
25 through 29 years	20	480
30 years and up	23-1/3	560

**8.2 Accrual During Leave Without Pay.** No employee who has been granted a leave without pay or unpaid military leave shall accrue any vacation credit during the time of such leave, nor shall an employee who is absent without pay accrue vacation credit during the absence.

**8.3 Vacation Allowance for Separated Employees.** On separation from County service, an employee shall be paid for any unused vacation credits at the employee's then current pay rate.

**8.4 Vacation Preference.** Vacation requests for Exempt Medical Staff Physicians in the Hospital and Clinics which are received in the Medical Staff Office at least thirty-five (35) days in advance will be responded to within ten days of receipt of the request and will be approved or denied based on the overall staffing considerations for the time requested. Vacation requests which are received less than thirty-five (35) days in advance will also be

## **SECTION 9 - SICK LEAVE**

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considered but preference will be given to those requests submitted with more than thirty-five (35) days advance notice. Approved vacations will not be canceled except under extreme circumstances.

### **SECTION 9 - SICK LEAVE**

**9.1 Purpose of Sick Leave.** The primary purpose of paid sick leave is to ensure employees against loss of pay for temporary absences from work due to illness or injury. It is a benefit extended by the County and may be used only as authorized; it is not paid time off which employees may use for personal activities.

**9.2 Credits to and Charges Against Sick Leave.** Sick leave credits accrue at the rate of eight (8) working hours credit for each completed month of service, as prescribed by County Salary Regulations and Memoranda of Understanding. Employees who work a portion of a month are entitled to a pro rata share of the monthly sick leave credit computed on the same basis as is partial month compensation.

Credits to and charges against sick leave are made in minimum amounts of one-tenth hour (6 minutes) increments.

Unused sick leave credits accumulate from year to year.

When an employee is separated other than through retirement, accumulated sick leave credits shall be cancelled unless separation is involuntary and related to budget reductions, in which case the employee may petition the County to restore accumulated credits if that employee is reemployed within two years.

As of the date of retirement, an employee's accumulated sick leave is converted to retirement on the basis of one day of retirement service credit for each day of accumulated sick leave credit.

**9.3 Policies Governing the Use of Paid Sick Leave.** As indicated above, the primary purpose of paid sick leave is to ensure employees against loss of pay for temporary absences from work due to illness or injury. The following definitions apply:

Immediate Family means and includes only the spouse, son, stepson, daughter, stepdaughter, father, stepfather, mother, stepmother, brother, sister, grandparent, grandchild, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, foster children, aunt, uncle, niece, nephew, cousin, stepbrother, stepsister, or domestic partner of an employee and/or includes any other person for whom the employee is the legal guardian or conservator, or any person who is claimed as a "dependent" for IRS reporting purposes by the employee.

Employee means any person employed by Contra Costa County in an allocated position in the County service.

Paid Sick Leave Credits means those sick leave credits provided for by County Salary Regulations and memoranda of understanding.

Condition/Reason: With respect to necessary verbal contacts and confirmations which occur between the department and the employee when sick leave is requested or verified, a brief statement in non-technical terms from the employee regarding inability to work due to injury or illness is sufficient.

Accumulated paid sick leave credits may be used, subject to appointing authority approval, by an employee in pay status, but only in the following instances:

- a. Temporary Illness or Injury of an Employee. Paid sick leave credits may be used when the employee is off work because of a temporary illness or injury.
- b. Permanent Disability Sick Leave. Permanent disability means the employee suffers from a disabling physical injury or illness and is thereby prevented from engaging in any County occupation for which the employee is qualified by reason of education, training or experience. Sick leave may be used by permanently disabled employees until all accruals of the employee have been exhausted or until the employee is retired by the Retirement Board, subject to the following conditions:
  1. An application for retirement due to disability has been filed with the Retirement Board.
  2. Satisfactory medical evidence of such disability is received by the appointing authority within thirty (30) days of the start of use of sick leave for permanent disability.
  3. The appointing authority may review medical evidence and order further examination as deemed necessary, and may terminate use of sick leave when such further examination demonstrates that the employee is not disabled, or when the appointing authority determines that the medical evidence submitted by the employee is insufficient, or where the above conditions have not been met.
- c. Communicable Disease. An employee may use paid sick leave credits when under a physician's order to remain secluded due to exposure to a communicable disease.
- d. Sick Leave Utilization for Pregnancy Disability. Employees whose disability is caused or contributed to by pregnancy, miscarriage, abortion, childbirth, or recovery therefrom, shall be allowed to utilize sick leave credit to the maximum accrued by such employee during the period of such disability under the conditions set forth below:
  1. Application for such leave must be made by the employee to the appointing authority accompanied by a written statement of disability from the employee's attending physician. The statement must address itself to the employee's general physical condition having considered the nature of the work performed by the employee, and it must indicate the date of the commencement of the disability as well as the date the physician anticipates the disability to terminate.

## **SECTION 9 - SICK LEAVE**

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2. If an employee does not apply for leave and the appointing authority believes that the employee is not able to properly perform her work or that her general health is impaired due to disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth or recovery therefrom the employee shall be required to undergo a physical examination by a physician selected by the County. Should the medical report so recommend, a mandatory leave shall be imposed upon the employee for the duration of the disability.
  3. Sick leave may not be utilized after the employee has been released from the hospital unless the employee has provided the County with a written statement from her attending physician stating that her disability continues and the projected dates of the employee's recovery from such disability.
- e. Medical and Dental Appointments. An employee may use paid sick leave credits:
1. For working time used in keeping medical and dental appointments for the employee's own care; and
  2. For working time used by an employee for prescheduled medical and dental appointments for an immediate family member.
- f. Emergency Care of Family. An employee may use paid sick leave credits for working time used in cases of illness or injury to an immediate family member.
- g. Death of Family Member. An employee may use paid sick leave credits for working time used because of a death in the employee's immediate family or of the employee's domestic partner, but this shall not exceed three working days, plus up to two days of work time for necessary travel. Use of additional accruals including sick leave when appropriate may be authorized in conjunction with the bereavement leave at the discretion of the appointing authority.
- h. Legal Adoption of a Child. Paid sick leave credits may be used by an employee upon adoption of the child.
- i. Accumulated paid sick leave credits may not be used in the following situations:
1. Vacation. Paid sick leave credits may not be used for an employee's illness or injury which occurs while he/she is on vacation but the County Administrator may authorize it when extenuating circumstances exist and the appointing authority approves.
  2. Not in Pay Status. Paid sick leave credits may not be used when the employee would otherwise be eligible to use paid sick leave credits but is not in pay status.

**9.4 Administration of Sick Leave.** The proper administration of sick leave is a responsibility of the employee and the department head. Unless otherwise provided in the supplemental sections of this MOU, the following procedures apply:

a. Employee Responsibilities

1. Employees are responsible for notifying their department of an absence prior to the commencement of their work shift or as soon thereafter as possible. Notification shall include the reason and possible duration of the absence.
2. Employees are responsible for keeping their department informed on a continuing basis of their condition and probable date of return to work.
3. Employees are responsible for obtaining advance approval from their supervisor for the scheduled time of pre-arranged personal or family medical and dental appointment.
4. Employees are encouraged to keep the department advised of (1) a current telephone number to which sick leave related inquiries may be directed, and (2) any condition(s) and/or restriction(s) that may reasonably be imposed regarding specific locations and/or persons the department may contact to verify the employee's sick leave.

b. Department Responsibilities. The use of sick leave may properly be denied if these procedures are not followed. Abuse of sick leave on the part of the employee is cause for disciplinary action.

Departmental approval of sick leave is a certification of the legitimacy of the sick leave claim. The department head or designee may make reasonable inquiries about employee absences. The department may require medical verification for an absence of three (3) or more working days. The department may also require medical verification for absences of less than three (3) working days for probable cause if the employee had been notified in advance in writing that such verification was necessary. Inquiries may be made in the following ways:

1. Calling the employee's residence telephone number or other contact telephone number provided by the employee if telephone notification was not made in accordance with departmental sick leave call-in guidelines. These inquiries shall be subject to any restrictions imposed by the employee.
2. Obtaining the employee's signature on the Absence/Overtime Record, or on another form established for that purpose, as employee certification of the legitimacy of the claim.
3. Obtaining the employee's written statement of explanation regarding the sick leave claim.
4. Requiring the employee to obtain a physician's certificate or verification of the employee's illness, date(s) the employee was incapacitated, and the employee's ability to return to work, as specified above.

## **SECTION 9 - SICK LEAVE**

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5. In absences of an extended nature, requiring the employee to obtain from their physician a statement of progress and anticipated date on which the employee will be able to return to work, as specified above.

Department heads are responsible for establishing timekeeping procedures which will insure the submission of a time card covering each employee absence and for operating their respective offices in accordance with these policies and with clarifying regulations issued by the Office of the County Administrator.

To help assure uniform policy application, the Human Resources Director or designated management staff of the County Human Resources Department should be contacted with respect to sick leave determinations about which the department is in doubt.

### **9.5 Disability.**

- A. An employee physically or mentally incapacitated for the performance of duty is subject to dismissal, suspension or demotion, subject to the County Employees Retirement Law of 1937. An appointing authority after giving notice may place an employee on leave if the appointing authority has filed an application for disability retirement for the employee, or whom the appointing authority believes to be temporarily or permanently physically or mentally incapacitated for the performance of the employee's duties.
- B. An appointing authority who has reasonable cause to believe that there are physical or mental health conditions present in an employee which endanger the health or safety of the employee, other employees, or the public, or which impair the employee's performance of duty, may order the employee to undergo at County expense and on the employees paid time a physical, medical examination by a licensed physician and/or a psychiatric examination by a licensed physician or psychologist, and receive a report of the findings on such examination. If the examining physician or psychologist recommends that treatment for physical or mental health problems, including leave, are in the best interests of the employee or the County in relation to the employee overcoming any disability and/or performing his or her duties the appointing authority may direct the employee to take such leave and/or undergo such treatment.
- C. Leave due to temporary or permanent disability shall be without prejudice to the employee's right to use sick leave, vacation, or any other benefit to which the employee is entitled other than regular salary. The Human Resources Director may order lost pay restored for good cause and subject to the employee's duty to mitigate damages.
- D. Before an employee returns to work from any absence for illness or injury, other leave of absence or disability leave, exceeding two weeks in duration, the appointing authority may order the employee to undergo at County expense a physical, medical, and/or psychiatric examination by a licensed physician, and may consider a report of the findings on such examination. If the report shows that such



employee is physically or mentally incapacitated for the performance of duty, the appointing authority may take such action as he/she deems necessary in accordance with appropriate provisions of this MOU.

**9.6 Workers' Compensation.** A permanent non-safety employee shall continue to receive the appropriate percent of regular monthly salary, for all accepted claims filed before January 1, 2000, during any period of compensable temporary disability absence not to exceed one year. For all accepted claims filed with the County on or after January 1, 2000, the percentage of pay for employees entitled to Workers' Compensation shall be decreased from 87% to 86%. For all accepted claims filed with the County on or after January 1, 2007, the percentage of regular monthly salary for employees entitled to Workers' Compensation shall be decreased from eighty-six percent (86%) to eighty percent (80%). For all accepted claims filed with the County on or after January 1, 2008, the percentage of regular monthly salary for employees entitled to Workers' Compensation shall be decreased from eighty percent (80%) to seventy-five percent (75%). If Workers' Compensation becomes taxable, the County agrees to restore the original benefit level (100% of monthly salary) and the parties shall meet and confer with respect to funding the increased cost.

A. Waiting Period. There is a three (3) calendar day waiting period before Workers' Compensation benefits commence. If the injured worker loses any time on the day of injury, that day counts as day one (1) of the waiting period. If the injured worker does not lose time on the date of injury, the waiting period will be the first three (3) calendar days the employee does not work as a result of the injury. The time the employee is scheduled to work during this waiting period will be charged to the employee's sick leave and/or vacation accruals. In order to qualify for Workers' Compensation the employee must be under the care of a physician. Temporary compensation is payable on the first three (3) days of disability when the injury necessitates hospitalization, or when the disability exceeds fourteen (14) days.

B. Continuing Pay. A permanent employee shall receive the appropriate percentage as outlined above of regular monthly salary during any period of compensable temporary disability not to exceed one year. Payment of continuing pay and/or temporary disability compensation shall be made in accordance with Part 2, Article 3 of the Workers' Compensation Laws of California. "Compensable temporary disability absence" for the purpose of this Section, is any absence due to work connected disability which qualifies for temporary disability compensation as set forth in Part 2, Article 3 of the Workers' Compensation Laws of California. When any disability becomes medically permanent and stationary and/or reaches maximum medical improvement, the salary provided by this Section shall terminate. No charge shall be made against sick leave or vacation for these salary payments. Sick leave and vacation rights shall not accrue for those periods during which continuing pay is received.

Employees shall be entitled to a maximum of one (1) year of continuing pay benefits for any one injury or illness.

C. Continuing pay begins at the same time that temporary Workers' Compensation benefits commence and continues until either the member is declared medically

## SECTION 9 - SICK LEAVE

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permanent/stationary and/or reaches maximum medical improvement, or until one (1) year of continuing pay, whichever comes first provided the employee remains in an active employed status. Continuing pay is automatically terminated on the date an employee is separated from County service by resignation, retirement, layoff, or the employee is no longer employed by the County. In these instances, employees will be paid Workers' Compensation benefits as prescribed by Workers' Compensation laws. All continuing pay will be cleared through the County Administrator's Office, Risk Management Division.

Whenever an employee who has been injured on the job and has returned to work is required by an attending physician to leave work for treatment during working hours, the employee shall be allowed time off up to three (3) hours for such treatment without loss of pay or benefits, provided the employee notifies his/her supervisor of the appointment at least three (3) working days prior to the appointment or as soon as the employee becomes aware the appointment has been made. Said visits are to be scheduled contiguous to either the beginning or end of the scheduled work day whenever possible. This provision applies only to injuries/illnesses that have been accepted by the County as work related.

- D. If an injured employee remains eligible for temporary disability beyond one year, applicable salary will continue by integrating sick leave and/or vacation accruals with workers' compensation benefits (vacation charges to be approved by the department and the employee). If salary integration is no longer available, workers' compensation benefits will be paid directly to the employee as prescribed by workers' compensation laws.
- E. Rehabilitation Integration. An injured employee who is eligible for workers' compensation rehabilitation temporary disability benefits and whose disability is medically permanent and stationary and/or reaches maximum medical improvement, will continue to receive full salary by integrating sick leave and/or vacation accruals with workers' compensation rehabilitation temporary disability benefits until those accruals are exhausted. Thereafter, the rehabilitation temporary disability benefits will be paid directly to the employee.
- F. Health Insurance. The County contribution to the employee's group insurance plan(s) continues during the continuing pay period and during integration of sick leave or vacation with workers' compensation benefits.
- G. Method of Integration. An employee's sick leave and/or vacation charges shall be calculated as follows:

$$C = 8 [1 - (W \div S)]$$

C = Sick leave or vacation charge per day (in hours)

W = Statutory Workers' Compensation for a month

S = Monthly salary

## SECTION 10 - LEAVE OF ABSENCE

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For example: W = \$960.00/mo. Workers' Compensation  
S = \$1667.00 per month salary  
8 = 8 hours  
C = Hours to be charged to Sick Leave  
C =  $8 \div (\$960 \div \$1,667)$   
C =  $8 \div (.5758)$   
C =  $8 \times (.4242)$   
C = 3.39  
3 hours chargeable to sick leave  
5 hours chargeable to Workers' Comp.

**9.7 Accrual During Leave Without Pay.** No employee who has been granted a leave without pay or an unpaid military leave shall accrue any sick leave credits during the time of such leave nor shall an employee who is absent without pay accrue sick leave credits during the absence.

### **SECTION 10 - LEAVE OF ABSENCE**

**10.1 Leave Without Pay.** Any employee who has permanent status may be granted a leave of absence without pay upon written request, approved by the appointing authority; provided, however, that leaves for pregnancy, pregnancy disability, serious health conditions, and family care shall be granted in accordance with applicable state and federal law.

**10.2 General Administration - Leaves of Absence.** Requests for leave of absence without pay shall be made upon forms prescribed by the Director of Human Resources and shall state specifically the reason for the request, the date when it is desired to begin the leave, and the probable date of return.

Insofar as pregnancy disability leave is used under Section 9.3.d – Sick Leave Utilization for Pregnancy Disability, that time will not be considered a part of the eighteen (18) week family leave period. Additionally, an employee may choose to remain in a pay status by using available sick leave (under conditions specified in Section 9.3 - Policies Governing the Use of Paid Sick Leave), vacation, floating holiday or compensatory time off entitlements during the eighteen (18) week family leave; however, use of accruals must be on a continuous basis from the beginning of the family leave period and may not be broken into segments used on a monthly basis. Family leave must be requested at least thirty (30) days prior to the scheduled leave commencement date unless an exigency arises.

A. Leave without pay may be granted for any of the following reasons:

1. illness, disability, or serious health condition;
2. pregnancy or pregnancy disability;
3. family care;
4. to take a course of study such as will increase the employee's usefulness on return to the position;

## **SECTION 10 - LEAVE OF ABSENCE**

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5. for other reasons or circumstances acceptable to the appointing authority.
- B. An employee must request family care leave at least thirty (30) days before the leave is to begin if the need for the leave is foreseeable. If the need is not foreseeable, the employee must provide written notice to the employer within five (5) days of learning of the event by which the need for family care leave arises.
- C. A leave without pay may be for period not to exceed one (1) year, provided the appointing authority may extend such leave for additional periods. Procedure in granting extensions shall be the same as that in granting the original leave, provided that the request for extension must be made not later than thirty (30) calendar days before the expiration of the original leave.
- D. Nevertheless, a leave of absence for the employee's serious health condition or for family care (FMLA) shall be granted to an employee who so requests it for up to eighteen (18) weeks during a "rolling" twelve (12) month period measured backward from the date the employee uses his/her FMLA leave in accordance with Section 10.4 - Family Care Leave or Medical Leave, below.
- E. Whenever an employee who has been granted a leave without pay desires to return before the expiration of such leave, the employee shall submit a request to the appointing authority in writing at least fifteen (15) days in advance of the proposed return. Early return is subject to prior approval by the appointing authority. The Human Resources Department shall be notified promptly of such return.
- F. Except in the case of leave of absence due to family care, pregnancy, pregnancy disability, illness, disability, or serious health condition, the decision of the appointing authority on granting or denying leave or early return from leave shall be subject to appeal to the Human Resources Director and not subject to appeal through the grievance procedure set forth in this MOU.

**10.3 Military Leave.** Any employee who is ordered to serve as a member of the State Militia or the United States Army, Navy, Air Force, Marine Corps, Coast Guard or any division thereof shall be granted a military leave for the period of such service, plus ninety (90) days. Additionally, any employee who volunteers for service during a mobilization under Executive Order of the President or Congress of the United States and/or the State Governor in time of emergency, shall be granted a leave of absence in accordance with applicable federal or state laws. Upon the termination of such service or upon honorable discharge, the employee shall be entitled to return to his/her position in the classified service provided such still exists and the employee is otherwise qualified, without any loss of standing of any kind whatsoever.

An employee who has been granted a military leave shall not, by reason of such absence, suffer any loss of vacation, holiday, or sick leave privileges which may be accrued at the time of such leave, nor shall the employee be prejudiced thereby with reference to salary adjustments or continuation of employment. For purposes of determining eligibility for salary adjustments, time on military leave shall be considered as time in County service.

## SECTION 10 - LEAVE OF ABSENCE

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Any employee who has been granted a military leave, may upon return, be required to furnish such evidence of performance of military service or of honorable discharge as the Director of Human Resources may deem necessary.

**10.4 Family Care Leave or Medical Leave.** Upon request to the appointing authority, during a “rolling” twelve (12) month period measured backward from the date the employee uses his/her FMLA leave, any employee who has permanent status shall be entitled to at least eighteen (18) weeks (less if so requested by the employee) leave for:

- a. Medical leave of absence for the employee's own serious health condition which makes the employee unable to perform the functions of the employee's position; or
- b. family care leave of absence without pay for reason of the birth of a child of the employee, the placement of a child with an employee in connection with the adoption or foster care of the child by the employee, or the serious illness or health condition of a child, parent, spouse, or domestic partner of the employee.

The employee may be asked to provide certification of the need for family care leave or medical leave. Additional period(s) of family care or medical leave may be granted by the appointing authority.

The eighteen (18) weeks' entitlement may be in broken periods, intermittently on a regular or irregular basis, or may include reduced work schedules depending on the specific circumstances and situations surrounding the request for leave. The eighteen (18) weeks may include use of appropriate available paid leave accruals when accruals are used to maintain pay status, but use of such accruals is not required beyond that specified in Section 10.8 - Leave Without Pay-Use of Accruals, below. When paid leave accruals are used for a medical or family care leave, such time shall be counted as part of the eighteen (18) week entitlement.

In the situation where husband and wife are both employed by the County, the family care or medical leave entitlement based on the birth, adoption or foster care of a child is limited to an aggregate for both employees together of eighteen (18) weeks during a “rolling” twelve (12) month period measured backward from the date the employee uses his/her FMLA leave. Employees requesting family care leave are required to advise their appointing authority(ies) when their spouse is also employed by the County.

For medical and family care leaves of absence under this section, the following definitions apply:

Child: A biological, adopted, or foster child, stepchild, legal ward, conservatee or a child who is under eighteen (18) years of age for whom an employee stands in loco parentis or for whom the employee is the guardian or conservator or an adult dependent child of the employee.

Parent: A biological, foster, or adoptive parent, a stepparent, legal guardian, conservator, or other person standing in loco parentis to a child.

Spouse: A partner in marriage as defined in California Civil Code Section 4100.

## **SECTION 10 - LEAVE OF ABSENCE**

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**Domestic Partner:** An unmarried person, eighteen (18) years or older, to whom the employee is not related and with whom the employee resides and shares the common necessities of life.

**Serious Health Condition:** An illness, injury, impairment, or physical or mental condition which warrants the participation of a family member to provide care during a period of treatment or supervision and involves either inpatient care in a hospital, hospice or residential health care facility or continuing treatment or continuing supervision by a health care provider (e.g., physician or surgeon) as defined by state and federal law.

**Certification for Family Care Leave:** A written communication to the employer from a health care provider of a person for whose care the leave is being taken which need not identify the serious health condition involved, but shall contain:

1. the date, if known, on which the serious health condition commenced;
2. the probable duration of the condition;
3. an estimate of the amount of time which the employee needs to render care or supervision;
4. a statement that the serious health condition warrants the participation of a family member to provide care during a period of treatment, or supervision;
5. if for intermittent leave or a reduced work schedule leave, the certification should indicate that the intermittent leave or reduced leave schedule is necessary for the care of the individual or will assist in their recovery, and its expected duration.

**Certification for Medical Leave:** A written communication from a health care provider of an employee with a serious health condition or illness, to the employer, which need not identify the serious health condition involved, but shall contain:

1. the date, if known, on which the serious health condition commenced;
2. the probable duration of the condition;
3. a statement that the employee is unable to perform the functions of the employee's job;
5. if for intermittent leave or a reduced work schedule leave, the certification should indicate the medical necessity for the intermittent leave or reduced leave schedule and its expected duration.

**Comparable Position:** A position with the same or similar duties and pay which can be performed at the same or similar geographic location as the positions held prior to the leave. Ordinarily, the job assignment will be the same duties in the same program area located in the same city, although specific clients, caseload, co-workers, supervisor(s), or other staffing may have changed during an employee's leave.

## SECTION 10 - LEAVE OF ABSENCE

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**10.5 Pregnancy Disability Leave.** Insofar as pregnancy disability leave is used under Section 9.3.d - Sick Leave Utilization for Pregnancy Disability, that time will not be considered a part of the eighteen (18) week family care leave period.

**10.6 Group Health Plan Coverage.** Employees who were members of one of the group health plans prior to commencement of their leave of absence can maintain their health plan coverage with the County contribution by maintaining their employment in pay status as described in Section 10.8 - Leave Without Pay-Use of Accruals, below. During the eighteen (18) weeks of an approved medical or family care leave under Section 10.4 - Family Care Leave or Medical Leave, above the County will continue its contribution for such health plan coverage even if accruals are not available for use to maintain pay status as required under Section 10.8. In order to maintain such coverage, employees are required to pay timely the full employee contribution to maintain their group health plan coverage, either through payroll deduction or by paying the County directly.

**10.7 Unauthorized Absence.** An unauthorized absence from the work site or failure to report for duty after a leave request has been disapproved, revoked, or cancelled by the appointing authority, or at the expiration of a leave, shall be without pay. Such absence may also be grounds for disciplinary action.

**10.8 Leave Without Pay - Use of Accruals.**

- A. All Leaves of Absence. During the first twelve (12) month period of any leave of absence without pay, an employee may elect to maintain pay status each month by using available sick leave (if so entitled under Section 9.3 - Policies Governing the Use of Paid Sick Leave), vacation, floating holiday, compensatory time off or other accruals or entitlements; in other words, during the first twelve (12) months, a leave of absence without pay may be "broken" into segments and accruals used on a monthly basis at the employee's discretion. After the first twelve (12) months, the leave period may not be "broken" into segments and accruals may not be used, except when required by LTD Benefit Coordination or as provided in the sections below.
- B. Family Care or Medical Leave. During the eighteen (18) weeks of an approved medical or family care leave, if a portion of that leave will be on a leave of absence without pay, the employee will be *required* to use *at least* 0.1 hour of sick leave (if so entitled under Section 9.3 - Policies Governing the Use of Paid Sick Leave), vacation, floating holiday, compensatory time off or other accruals or entitlements if such are available, although use of additional accruals is permitted under subsection A above.
- C. Leave of Absence/Long Term Disability (LTD) Benefit Coordination. An eligible employee who files an LTD claim and concurrently takes a leave of absence without pay will be required to use accruals as provided in Section B herein during the eighteen (18) week entitlement period of a medical leave specified in Section 10.4 - Family Care Leave or Medical Leave above. If an eligible employee continues beyond the eighteen (18) week entitlement period on a concurrent leave of

## **SECTION 10 - LEAVE OF ABSENCE**

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absence/LTD claim, the employee may choose to maintain further pay status only as allowed under subsection A herein.

- D. Sick leave accruals may not be used during any leave of absence, except as allowed under Section 9.3 - Policies Governing the Use of Paid Sick Leave.

**10.9 Leave of Absence Replacement and Reinstatement.** Any permanent employee who requests reinstatement to the classification held by the employee in the same department at the time the employee was granted a leave of absence, shall be reinstated to a position in that classification and department.

**10.10 Reinstatement from Family Care Medical Leave.** In the case of a family care or medical leave, an employee on a 5/40 schedule shall be reinstated to the same or comparable position if the return to work is after no more than 90 work days of leave from the initial date of a continuous leave, including use of accruals, or within the equivalent on an alternate work schedule. A full time employee taking an intermittent or reduced work schedule leave shall be reinstated to the same or comparable position if the return to work on a full schedule is after no more than 720 hours, including use of accruals, of intermittent or reduced schedule leave. At the time the original leave is approved, the appointing authority shall notify the employee in writing of the final date to return to work, or the maximum number of hours of leave, in order to guarantee reinstatement to the same or comparable position. An employee on a schedule other than 5/40 shall have the time frame for reinstatement to the same or comparable position adjusted on a pro rata basis.

**10.11 Salary Review While on Leave of Absence.** The salary of an employee who is on leave of absence from a County position on any anniversary date and who has not been absent from the position on leave without pay more than six (6) months during the preceding year shall be reviewed on the anniversary date. Employees on military leave shall receive salary increments that may accrue to them during the period of military leave.

**10.12 Furlough Days Without Pay.** Subject to the prior written approval of the appointing authority, employees may elect to take furlough days or hours without pay (pre-authorized absence without pay), up to a maximum of fifteen (15) calendar days for any one period. Longer pre-authorized absences without pay are considered leaves of absence without pay. Employees who take furlough time shall have their compensation for the portion of the month worked computed in accord with Section 5.9 - Compensation for Portion of Month of this MOU. Full time and part time employees who take furlough time shall have their vacation, sick leave, floating holiday and any other payroll-computed accruals computed as though they had worked the furlough time. When computing vacation, sick leave, floating holiday and other accrual credits for employees taking furlough time, this provision shall supersede Section 7 - Holidays, Subsection 7.1.b, Section 8 - Vacation Allowance, and Section 9 - Sick Leave, of this MOU regarding the computation of vacation, sick leave, floating holiday and other accrual credits as regards furlough time only. For payroll purposes, furlough time (absence without pay with prior authorization of the appointing authority) shall be reported separately from other absences without pay to the Auditor-Controller. The existing VTO program shall be continued for the life of the contract.

**10.13 Unpaid Sabbatical Leave.** Physicians and Dentists with six (6) years or more of service credit may take up to 120 calendar days of unpaid leave of absence every six (6)



## **SECTION 11 - JURY DUTY AND WITNESS DUTY**

years, if an appropriate fill in provider is available to assume the physician's/ dentist's regular responsibilities. This leave is subject to the approval of the Health Services Director or designee who will consider the timing of the leave and the suitability of the replacement clinician. This provision is not grievable.

Employees on unpaid sabbatical leave shall not accrue any vacation, floating holiday or sick leave credit during this time, nor shall they be paid for County holidays. In order to continue their health benefits during this time, the employee must pay both the County and their share of the health care premium cost.

Employees must request such leave in writing to the Health Services Director, including the dates of leave and name of fill-in provider(s), at least ninety (90) calendar days before the beginning of requested leave. Management will provide a written reply within thirty (30) calendar days of the date of receipt of the request, including an explanation if the request is denied. This section will sunset at the conclusion of the term of this agreement (date to be added at the conclusion of bargaining).

### **SECTION 11 - JURY DUTY AND WITNESS DUTY**

**11.1 Jury Duty.** For purposes of this Section, jury duty shall be defined as any time an employee is obligated to report to the court.

- a. When called for jury duty, County employees, like other citizens, are expected to discharge their jury duty responsibilities.
- b. Employees shall advise their department as soon as possible if scheduled to appear for jury duty.
- c. If summoned for jury duty in a Superior, Federal Court, or for a Coroner's jury, employees may remain in their regular pay status, or they may take paid leave (vacation, floating holiday, etc.) or leave without pay and retain all fees and expenses paid to them.
- d. When an employee is summoned for jury duty selection or is selected as a juror in a Superior or Federal Court, employees may remain in a regular pay status if they waive all fees (other than mileage), regardless of shift assignment and the following shall apply:
  1. If an employee elects to remain in a regular pay status and waive or surrender all fees (other than mileage allowances), the employee shall obtain from the Clerk or Jury Commissioner a certificate indicating the days attended and noting that fees other than mileage are waived or surrendered. The employee shall furnish the court certificate to his/her department where it shall be retained as a department record. No "Absence/Overtime Record" must be submitted to the department payroll clerk.
  2. An employee who elects to retain all fees must take leave (vacation, floating holiday, etc.) or leave without pay. No court certificate is required but an

## **SECTION 12 - HEALTH, LIFE & DENTAL CARE**

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"Absence/Overtime Record" must be submitted to the department payroll clerk.

- e. Employees are not permitted to engage in any employment regardless of shift assignment or occupation before or after daily jury service that would affect their ability to properly serve as jurors.
- f. An employee on short notice standby to report to court, whose job duties make short notice response impossible or impractical, shall be given alternate work assignments for those days to enable them to respond to the court on short notice.
- g. When an employee is required to serve on jury duty, the County will adjust that employee's work schedule to coincide with a Monday to Friday schedule for the remainder of their service, unless the employee requests otherwise. Participants in 9/80 or 4/10 work schedules will not receive overtime or compensatory time credit for jury duty on their scheduled days off.
- h. Permanent-intermittent employees are entitled to paid jury duty leave only for those days on which they were previously scheduled to work.

**11.2 Witness Duty.** Employees called upon as a witness or an expert witness in a case arising in the course of their work or the work of another department may remain in their regular pay status and turn over to the County all fees and expenses paid to them other than mileage allowance or they may take vacation leave or leave without pay and retain all fees and expenses. Part-time employees who give depositions on a regular day off will be paid at the straight time rate. Scheduling of depositions which would incur premium pay shall be at the discretion of the appointing authority or designee.

Employees called to serve as witnesses in private cases or personal matters (e.g., accident suits and family relations) shall take vacation leave or leave without pay and retain all witness fees paid to them.

Retention or waiver of fees shall be governed by the same provisions as apply to jury duty as set forth above. Employees shall advise their department as soon as possible if scheduled to appear for witness duty. Permanent-intermittent employees are entitled to paid witness duty only for those days on which they were previously scheduled to work.

## **SECTION 12 - HEALTH, LIFE & DENTAL CARE**

**12.1 Health Plan Coverages.** The County will provide medical and dental coverage for permanent full time employees (40/40) and permanent part time employees (whose positions are designated as 20/40 or more) and for their eligible family members, contained in one of the Health Plan contracts and one of the Dental Plan contracts between the County and the following providers:

- a. Contra Costa Health Plans (CCHP)
- b. Kaiser Permanente Health Plan
- c. Health Net (HMO and PPO)

## **SECTION 12 - HEALTH, LIFE & DENTAL CARE**

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- d. Delta Dental
- e. DeltaCare (PMI)

Employee Co-pays for these plans are shown on Exhibit E.

### **12.2 County Health and Dental Plan Monthly Premium Subsidy:**

#### **A. County Premium Subsidy**

1. For calendar year 2013, the County will pay the following monthly premium subsidy:
  - a. CCHP A
    - Single: \$591.64
    - Family: \$1,409.61
  - b. CCHP B
    - Single: \$602.31
    - Family: \$1,431.19
  - c. Kaiser Permanente Health Plan
    - Single: \$591.46
    - Family: \$1,378.10
  - d. Health Net HMO
    - Single: \$762.43
    - Family: \$1,870.30
  - e. Health Net PPO
    - Single: \$680.77
    - Family: \$1,617.19
  - f. Delta Dental with CCHP A or B
    - Single: \$41.60
    - Family: \$93.72
  - g. Delta Dental with Kaiser or Health Net
    - Single: \$33.11
    - Family: \$74.59
  - h. Delta Dental without a Health Plan
    - Single: \$42.44
    - Family: \$95.62
  - i. DeltaCare (PMI) with CCHP A or B
    - Single: \$28.19
    - Family: \$60.94
  - j. DeltaCare (PMI) with Kaiser or Health Net

## SECTION 12 - HEALTH, LIFE & DENTAL CARE

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- |    |                                       |         |
|----|---------------------------------------|---------|
|    | Single:                               | \$22.44 |
|    | Family:                               | \$48.50 |
| k. | DeltaCare (PMI) without a Health Plan |         |
|    | Single:                               | \$28.76 |
|    | Family:                               | \$62.17 |
2. For calendar year 2014, the County will pay the following monthly premium subsidy:
- |    |   |            |
|----|---|------------|
| a. | CCHP A                                    |            |
|    | Single:                                   | \$600.51   |
|    | Family:                                   | \$1,430.76 |
| b. | CCHP B                                    |            |
|    | Single:                                   | \$611.34   |
|    | Family:                                   | \$1,452.65 |
| c. | Kaiser Permanente Health Plan             |            |
|    | Single:                                   | \$614.78   |
|    | Family:                                   | \$1,432.42 |
| d. | Health Net HMO                            |            |
|    | Single:                                   | \$853.92   |
|    | Family:                                   | \$2,094.74 |
| e. | Health Net PPO                            |            |
|    | Single:                                   | \$753.81   |
|    | Family:                                   | \$1,790.70 |
| f. | Delta Dental with CCHP A or B             |            |
|    | Single:                                   | \$41.60    |
|    | Family:                                   | \$93.72    |
| g. | Delta Dental with Kaiser or Health Net    |            |
|    | Single:                                   | \$33.11    |
|    | Family:                                   | \$74.59    |
| h. | Delta Dental without a Health Plan        |            |
|    | Single:                                   | \$42.44    |
|    | Family:                                   | \$95.62    |
| i. | DeltaCare (PMI) with CCHP A or B          |            |
|    | Single:                                   | \$28.48    |
|    | Family:                                   | \$61.55    |
| j. | DeltaCare (PMI) with Kaiser or Health Net |            |
|    | Single:                                   | \$22.67    |
|    | Family:                                   | \$48.99    |

## SECTION 12 - HEALTH, LIFE & DENTAL CARE

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- k. DeltaCare (PMI) without a Health Plan
  - Single: \$29.05
  - Family: \$62.80
  
- 3. County Premium Subsidy On and After January 1, 2015: Beginning on January 1, 2015, and for each calendar year thereafter, the County will pay a monthly dollar premium subsidy for each health and dental plan listed in Section 12.2 A.(2) (County Premium Subsidy) that is an amount equal to the actual monthly dollar premium subsidy that is paid by the County in December 2014. The amount of the County subsidy that is paid for employees and eligible family members for these plans will thereafter be a set dollar amount and will not be a percentage of the premium charged by the health or dental plan.
  
- B. Optometrists. For employees in the classification Exempt Medical Staff Optometrist (VPS1), Section 12.2 A does not apply, and this section 12.2 B instead applies. For each health and/or dental plan, the County's monthly dollar premium subsidy is a set dollar amount and not a percentage of the premium charged by the plan. The County will pay the following monthly dollar premium subsidy:
  - a. CCHP A
    - Single: \$509.92
    - Family: \$1,214.90
  
  - b. CCHP B
    - Single: \$528.50
    - Family: \$1,255.79
  
  - c. Kaiser Permanente Health Plan
    - Single: \$478.91
    - Family: \$1,115.84
  
  - d. Health Net HMO
    - Single: \$627.79
    - Family: \$1,540.02
  
  - e. Health Net PPO
    - Single: \$604.60
    - Family: \$1,436.25
  
  - f. Delta Dental with CCHP A or B
    - Single: \$41.17
    - Family: \$93.00
  
  - g. Delta Dental with Kaiser or Health Net
    - Single: \$34.02
    - Family: \$76.77

## **SECTION 12 - HEALTH, LIFE & DENTAL CARE**

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- h. Delta Dental without a Health Plan  
Single: \$43.35  
Family: \$97.81
  
- i. DeltaCare (PMI) with CCHP A or B  
Single: \$25.41  
Family: \$54.91
  
- j. DeltaCare (PMI) with Kaiser or Health Net  
Single: \$21.31  
Family: \$46.05
  
- k. DeltaCare (PMI) without a Health Plan  
Single: \$27.31  
Family: \$59.03

- C. If the County contracts with a health or dental plan provider not listed above, the amount of the monthly dollar premium subsidy that the County will pay to that health or dental plan provider for employees and their eligible family members shall not exceed the amount of the monthly dollar premium subsidy that the County would have paid to the former plan provider.
  
- D. In the event that the County premium subsidy amounts are greater than one hundred percent (100%) of the applicable premium of any health or dental plan, for any plan year, the County's contribution will not exceed one hundred percent (100%) of the applicable plan premium.

### **12.3 Retirement Coverage:**

#### **A. Upon Retirement:**

- 1. Employees Hired On or Before December 12, 2006.
  - a. Upon retirement and for the term of this agreement, eligible employees and their eligible family members may remain in their County health/dental plan, but without County-paid life insurance coverage, if immediately before their proposed retirement the employees and dependents are either active subscribers to one of the County contracted health/dental plans or if while on authorized leave of absence without pay, they have retained continuous coverage during the leave period. The County will pay the health/dental plan monthly dollar premium subsidies for eligible retirees and their eligible family members set forth in Section 12.2 (County Health and Dental Plan Monthly Premium Subsidy).
  
- 2. Employees Hired between December 13, 2006 – October 31, 2013.
  - a. Upon retirement and for the term of this agreement, all employees covered by Section 12.1, who were hired on or after December 13,

## SECTION 12 - HEALTH, LIFE & DENTAL CARE

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2006 and before November 1, 2013, are eligible for retiree health coverage pursuant to the terms outlined in Section 12.3A(1)(a) above, upon completion of fifteen (15) years of service as an employee of Contra Costa County. For the purposes of retiree health eligibility, one year of service is defined as one thousand (1,000) hours worked within one anniversary year. The existing method of crediting service while an employee is on an approved leave of absence will continue for the duration of this agreement. The County will pay the health/dental plan monthly premium subsidies for eligible retirees and their eligible family members set forth in Section 12.2 (County Health and Dental Plan Monthly Premium Subsidy).

3. Employees Hired On or After November 1, 2013:
  - a. Eligibility for Retiree Health Coverage: All employees covered by Section 12.1 hired on or after November 1, 2013, are eligible for retiree health/dental coverage pursuant to subsection (b) below, upon completion of fifteen (15) years of service as an employee of Contra Costa County. For purposes of retiree health eligibility, one year of service is defined as one thousand (1,000) hours worked within one anniversary year. The existing method of crediting service while an employee is on an approved leave of absence will continue for the duration of this Agreement.
  - b. For eligible employees covered by Section 12.1 hired on or after November 1, 2013, and their eligible family members, no monthly premium subsidy will be paid by the County for any health or dental plan after they separate from County employment. However, any such eligible employee who retires under the Contra Costa County Employees' Retirement Association ("CCCERA") may retain continuous coverage of a county health or dental plan provided that (i) he or she begins to receive a monthly retirement allowance from CCCERA within 120 days of separation from County employment, (ii) he or she pays the full premium cost under the health plan without any County premium subsidy and (iii) immediately before their proposed retirement the employees and dependents are either active subscribers to one of the County contracted health/dental plans or if while on authorized leave of absence without pay, they have retained continuous coverage during the leave period.
4. Any person who becomes age 65 on or after November 1, 2013, and who is eligible for Medicare must immediately enroll in Medicare Parts A and B.

- B. Employees Who File For Deferred Retirement: Employees covered by Section 12.1, who resign and file for a deferred retirement and their eligible family members, may continue in their County group health and dental plan under the following conditions and limitations.

## **SECTION 12 - HEALTH, LIFE & DENTAL CARE**

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1. Health and dental coverage during the deferred retirement period is totally at the expense of the employee, without any County contributions.
2. Life insurance coverage is not included.
3. To continue health and dental coverage, the employee must:
  - a. be qualified for a deferred retirement under the 1937 Retirement Act provisions;
  - b. be an active member of a County group health and/or dental plan at the time of filing their deferred retirement application and elect to continue plan benefits;
  - c. be eligible for a monthly allowance from CCCERA and direct receipt of a monthly allowance within twenty-four (24) months of application for deferred retirement; and
  - d. file an election to defer retirement and to continue health benefits hereunder with the County Benefits Division within thirty (30) days before separation from County service.
4. Deferred retirees who elect continued health benefits hereunder and their eligible family members may maintain continuous membership in their County health and/or dental plan group during the period of deferred retirement by paying the full premium for health and dental coverage on or before the 10<sup>th</sup> of each month, to the Contra Costa County Auditor-Controller. When the deferred retirees begin to receive retirement benefits, they will qualify for the same health and/or dental plan coverage pursuant to Section 12.3 A "Upon Retirement" as similarly situated retirees who did not defer retirement.
5. Deferred retirees may elect retiree health benefits hereunder without electing to maintain participation in their County health and/or dental plan during their deferred retirement period. When they begin to receive retirement benefits, they will qualify for the same coverage and/or dental coverage pursuant to Section 12.3 A above as similarly situated retirees who did not defer retirement, provided reinstatement to a County group health and/or dental plan will only occur following a three (3) full calendar month waiting period after the month in which their retirement allowance commences.
6. Employees who elect deferred retirement will not be eligible in any event for County health or dental plan subvention unless the member draws a monthly retirement allowance within twenty-four (24) months after separation from County service.
7. Deferred retirees and their eligible family members are required to meet the same eligibility provisions for health/dental plans as similarly situated retirees



## SECTION 12 - HEALTH, LIFE & DENTAL CARE

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who did not defer retirement.

- C. Subject to the provisions of Section 12.3 subparts A, B, and D and upon retirement and for the term of this agreement, the following employees (and their eligible family members) are eligible to receive a monthly premium subsidy for health and dental plans or are eligible to retain continuous coverage of such plans: permanent full time employees (40/40) and permanent part time employees (whose positions are designated as 20/40 or more), who retire from a position or classification that was represented by this bargaining unit at the time of his or her retirement.
- D. For purposes of this Section 12.3 only, 'eligible family members' does not include Survivors of employees or retirees.

**12.4 Health Plan Coverages and Provisions – Part Time Employees.** The following provisions are applicable regarding Permanent Part Time (19/40) Employees County Health and Dental Plan participation:

- A. Health, Dental and Life Participation by Permanent Part Time (19/40) Employees: Permanent part-time employees whose positions are designated as 19 hours (19/40) or less may participate in the County Health or Dental plans (with the associated life insurance benefit) at the employee's full expense.

**12.5 Family Member Eligibility Criteria:** The following persons may be enrolled as the eligible Family Members of a medical or dental plan Subscriber:

A. Health Insurance

1. Eligible Dependents:

- a. Employee's Legal Spouse
- b. Employee's qualified domestic partner
- c. Employee's child to age 26
- d. Employee's Disabled Child who is:
  - (1) Over age 26,
    - i. Unmarried; and,
    - ii. Incapable of sustaining employment due to a physical or mental disability that existed prior to the child's attainment of age 19.

- 2. "Employee's child" includes natural child, child of a qualified domestic partner, step-child, adopted child and a child specified in a Qualified Medical Child Support Order (QMCSO) or similar court order.

B. Dental Insurance

1. Eligible Dependents:

- a. Employee's Legal Spouse
- b. Employee's qualified domestic partner

## **SECTION 12 - HEALTH, LIFE & DENTAL CARE**

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- c. Employee's unmarried child who is:
    - (1) Under age 19; or
    - (2) Age 19, or above, but under age 24; and,
      - i. Resides with the Employee for more than 50% of the year excluding time living at school; and,
      - ii. Receives at least 50% of support from Employee; and,
      - iii. Is enrolled and attends school on a full-time basis, as defined by the school.
  - d. Employee's Disabled Child who is:
    - (1) Over age 19,
      - i. Unmarried; and,
      - ii. Incapable of sustaining employment due to a physical or mental disability that existed prior to the child's attainment of age 19.
2. "Employee's child" includes natural child, child of a qualified domestic partner, step-child, adopted child and a child specified in a Qualified Medical Child Support Order (QMCSO) or similar court order.

### **12.6 Dual Coverage:**

- A. On and after January 1, 2014, each employee and retiree may be covered only by a single County health (and/or dental) plan, including a CalPERS plan. For example, a County employee may be covered under a single County health and/or dental plan as either the primary insured or the dependent of another County employee or retiree, but not as both the primary insured and the dependent of another County employee or retiree.
- B. On and after January 1, 2014, all dependents, as defined by Section 12.5, Family Member Eligibility Criteria, may be covered by the health and/or dental plan of only one spouse or one domestic partner. For example, when both husband and wife are County employees, all of their eligible children may be covered as dependents of either the husband or the wife, but not both.
- C. For purposes of this Section 12.6 only, "County" includes the County of Contra Costa and all special districts governed by the Board of Supervisors, including, but not limited to, the Contra Costa County Fire Protection District.
- D. Optometrists. For employees in the classification Exempt Medical Staff Optometrist (VPS1), the dates set forth in subsections A and B do not apply. Instead, this section 12.6 "Dual Coverage" applies effective on and after January 1, 2010. With this exception, all other provisions of section 12.6 apply.

**12.7 Life Insurance Benefit Under Health and Dental Plans:** For employees who are enrolled in the County's program of medical or dental coverage as either the primary or the dependent, term life insurance in the amount of ten thousand dollars (\$10,000) will be provided by the County.

## SECTION 12 - HEALTH, LIFE & DENTAL CARE

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**12.8 Supplemental Life Insurance:** In addition to the life insurance benefits provided by this agreement, employees may subscribe voluntarily and at their own expense for supplemental life insurance. Employees may subscribe for an amount not to exceed five hundred thousand dollars (\$500,000), of which one hundred thousand (\$100,000) is a guaranteed issue, provided the election is made within the required enrollment periods.

**12.9 Health Care Spending Account.** After six (6) months of permanent employment, employees may elect to participate in a Health Care Spending Account (HCSA) Program designated to qualify for tax savings under Section 125 of the Internal Revenue Code, but such savings are not guaranteed. The HCSA Program allows employees to set aside a predetermined amount of money from their pay, not to exceed the maximum amount authorized by federal law, per calendar year, before taxes, for health care expenses not reimbursed by any other health benefit plans. HCSA dollars may be expended on any eligible medical expenses allowed by Internal Revenue Code Section 125. Any unused balance is forfeited and cannot be recovered by the employee.

**12.10 PERS Long-Term Care:** The County will deduct and remit monthly premiums to the PERS Long-Term Care Administrator for employees who are eligible and voluntarily elect to purchase long-term care at their personal expense through the PERS Long-Term Care Program.

**12.11 Dependent Care Assistance Program:** The County offers the option of enrolling in a Dependent Care Assistance Program (DCAP) designed to qualify for tax savings under Section 129 of the Internal Revenue Code, but such savings are not guaranteed. The program allows employees to set aside up to five thousand dollars (\$5,000) of annual salary (before taxes) per calendar year to pay for eligible dependent care (child and elder care) expenses. Any unused balance is forfeited and cannot be recovered by the employee.

**12.12 Premium Conversion Plan:** The County offers the Premium Conversion Plan (PCP) designed to qualify for tax savings under Section 125 of the Internal Revenue Code, but tax savings are not guaranteed. The program allows employees to use pre-tax dollars to pay health and dental premiums.

**12.13 Prevailing Section:** To the extent that any provision of this Section (Section 12 Health, Life & Dental Care) is inconsistent with any provision of any other County enactment or policy, including but not limited to Administrative Bulletins, the Salary Regulations, the Personnel Management Regulations, or any other agreement or order of the Board of Supervisors, the provision(s) of this Section (Section 12 Health, Life & Dental Care) will prevail.

**12.14 Rate Information.** The County Benefits Division will make health and dental plan rate information available upon request to employees and departments. In addition, the County Benefits Division will publish and distribute to employees and departments information about rate changes as they occur during the year.

**12.15 Coverage Upon Separation:** An employee who separates from County employment is covered by his/her County health and/or dental plan through the last day of the month in which he/she separates. Employees who separate from County employment

## **SECTION 13 - RESIGNATIONS**

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may continue group health and/or dental plan coverage to the extent provided by the COBRA laws and regulations.

**12.16 Partial Month.** The County's contribution to the health plan premium is payable for any month in which the employee is paid. If an employee is not paid enough compensation in a month to pay the employee share of the premium, the employee must make up the difference by remitting the amount delinquent to the Auditor-Controller by the tenth (10<sup>th</sup>) of each month. The responsibility for this payment rests with the employee. If payment is not made, the employee shall be dropped from the health plan.

**12.17 Coverage During Absences.** Employees shall be allowed to maintain their health plan coverage at the County group rate for twelve (12) months if on approved leave of absence provided that the employee shall pay the entire premium (i.e. both employer and employee share) for the health plan during said leave. Said payment shall be made by the employee at a time and place specified by the County by the tenth (10<sup>th</sup>) of each month. Late payment shall result in cancellation of health plan coverage.

An employee on leave in excess of twelve (12) months may continue group coverage subject to the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) provided the employee pays the entire cost of coverage, plus any administrative fees, for the option selected. The entire cost of coverage shall be paid by the 10<sup>th</sup> of each month at a place and time specified by the County. Late payment may result in cancellation of health plan coverage with no reinstatement allowed.

**12.18 Child Care.** The County will continue to support the concept of non-profit child care facilities similar to the "Kid's at Work" program established in the Public Works Department.

## **SECTION 13 - RESIGNATIONS**

An employee's voluntary termination of service is a resignation. Written resignations shall be forwarded to the Human Resources Department by the appointing authority immediately on receipt, and shall indicate the effective date of termination. Oral resignation shall be immediately confirmed by the appointing authority in writing to the employee and to the Human Resources Department and shall indicate the effective date of termination.

**13.1 Resignation in Good Standing.** A resignation giving the appointing authority written notice at least two (2) weeks in advance of the last date of service (unless the appointing authority requires a longer period of notice, or consents to the employee's terminating on shorter notice) is a resignation in good standing.

**13.2 Constructive Resignation.** A constructive resignation occurs and is effective when:

- a. An employee has been absent from duty for five (5) consecutive working days without leave; and

## **SECTION 14 - DISMISSAL, SUSPENSION, DEMOTION OR REDUCTION IN PAY**

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- b. five (5) more consecutive work days have elapsed without response by the employee after the mailing of a notice of resignation by certified mail by the appointing authority to the employee at the employee's last known address.

**13.3 Expressed Resignation.** A resignation is effective when delivered or spoken to the appointing authority, operative either on that date or another date specified.

**13.4 Revocation.** A resignation that is effective is revocable only by written concurrence of the employee and the appointing authority.

### **13.5 Coerced Resignations.**

- A. Time Limit. A resignation which the employee believes has been coerced by the appointing authority may be revoked within seven (7) calendar days after its expression, by serving written notice on the Director of Human Resources and a copy to the appointing authority.
- B. Reinstatement. If the appointing authority acknowledges that the employee could have believed that the resignation was coerced, it shall be revoked and the employee returned to duty effective on the day following the appointing authority's acknowledgement.
- C. Contest. Unless, within seven (7) days of the receipt of the notice, the appointing authority acknowledges that the resignation could have been believed to be coerced, this question should be handled as an appeal to the Director of Human Resources.
- D. Disposition. If the Director of Human Resources determines that the resignation was coerced, the resignation shall be deemed revoked and the employee returned to duty effective on the day following the decision but without loss of pay, subject to the employee's duty to mitigate damages.

## **SECTION 14 - DISMISSAL, SUSPENSION, DEMOTION OR REDUCTION IN PAY**

**14.1 Sufficient Cause for Action.** The appointing authority may dismiss, suspend, temporarily reduce the pay of, or demote any employee for cause. The reduction in pay may not exceed five percent (5%) for a three month period. The following are sufficient causes for such action; the list is indicative rather than inclusive of restrictions and dismissal, suspension or demotion may be based on reasons other than those specifically mentioned:

- a. absence without leave,
- b. conviction of any criminal act involving moral turpitude,
- c. conduct tending to bring the County into disrepute,

## **SECTION 14 - DISMISSAL, SUSPENSION, DEMOTION OR REDUCTION IN PAY**

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- d. disorderly or immoral conduct,
- e. inefficiency,
- f. insubordination,
- g. being at work under the influence of liquor or drugs, carrying onto the premises liquor or drugs or consuming or using liquor or drugs during work hours and/or on County premises,
- h. neglect of duty (i.e. non-performance of assigned responsibilities),
- l. negligent or willful damage to public property or waste of public supplies or equipment,
- j. violation of any lawful or reasonable regulation or order given by a supervisor or Department Head,
- k. willful violation of any of the provisions of the County's ordinance,
- l. material and intentional misrepresentation or concealment of any fact in connection with obtaining employment,
- m. misappropriation of County funds or property,
- n. unreasonable failure or refusal to undergo any physical, medical and/or psychiatric exam and/or treatment authorized by this MOU,
- o. dishonesty or theft,
- p. excessive or unexcused absenteeism and/or tardiness,
- q. sexual harassment, including but not limited to unwelcome sexual advances, requests for sexual favors, and other verbal, or physical conduct of a sexual nature, when such conduct has the purpose or effect of affecting employment decisions concerning an individual, or unreasonably interfering with an individual's work performance, or creating an intimidating and hostile working environment,
- r. restriction or revocation of medical staff privileges.

**14.2 Notice of Proposed Action.** Before taking a disciplinary action to dismiss, suspend, for more than five (5) work days, temporarily reduce the pay of, or demote an employee, the appointing authority shall cause to be served personally or by certified mail, on the employee, a Notice of Proposed Action, which shall contain the following:

- a. A statement of the action proposed to be taken.

## **SECTION 14 - DISMISSAL, SUSPENSION, DEMOTION OR REDUCTION IN PAY**

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- b. A copy of the charges; including the acts or omissions and grounds upon which the action is based.
- c. If it is claimed that the employee has violated a rule or regulation of the County, department or district, a copy of said rule shall be included with the notice.
- d. A statement that the employee may review and request copies of materials upon which the proposed action is based.
- e. A statement that the employee has seven (7) calendar days to respond to the appointing authority either orally or in writing.

**14.3 Employee Response.** The employee upon whom a Notice of Proposed Action has been served shall have seven (7) calendar days to respond to the appointing authority either orally or in writing before the proposed action may be taken. Upon request of the employee and for good cause, the appointing authority may extend in writing the period to respond. If the employee's response is not filed within seven (7) days or during an extension, the right to respond is lost.

**14.4 Leave Pending Employee Response.** Pending response to a Notice of Proposed Action within the first seven (7) days or extension thereof, the appointing authority for cause specified in writing may place the employee on temporary leave of absence, with pay.

**14.5 Length of Suspension.** Suspensions without pay shall not exceed thirty (30) days unless ordered by an arbitrator or an adjustment board.

### **14.6 Procedure on Dismissal, Suspension, Disciplinary Demotion, or Reduction in Pay.**

- A. In any disciplinary action to dismiss, suspend, temporarily reduce the pay of, or demote a permanent employee after having complied with the requirements of Section 14.2 where applicable, the appointing authority shall make an order in writing stating specifically the causes for the action.
- B. Service of Order. Said order of dismissal, suspension, temporary reduction in pay, or demotion shall be filed with the Director of Human Resources, showing by whom and the date a copy was served upon the employee to be dismissed, suspended, temporarily reduced in pay, or demoted, either personally or by certified mail to the employee's last known mailing address. The order shall be effective either upon personal service or deposit in the U. S. Postal Service.
- C. Employee Appeals from Order. The employee may appeal an order of dismissal, suspension, temporary reduction in pay, or demotion through the procedures of Section 15 - Grievance Procedure, of this MOU provided that such appeal is filed in writing with the Human Resources Director within ten (10) calendar days after service of said order.

## **SECTION 15 - GRIEVANCE PROCEDURE**

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**14.7 Employee Representation Rights.** The County recognizes an employee's right to representation during an investigatory interview or meeting that may result in discipline. The County shall not interfere with the representative's right to assist an employee to clarify the facts during the interview. If the employee requests a union representative, the investigatory interview shall be temporarily recessed for a reasonable period of time until a union representative can be present. For those interviews, which by nature of the incident must take place immediately, the union will take reasonable steps to make a union representative immediately available.

The employer shall inform the employee of the general nature of the investigation at the time the employer directs the employee to be interviewed.

**14.8 Disciplinary Investigations and Actions.** During an investigation which could result in disciplinary action, the County at the written request of the employee will notify the employee every thirty (30) days of the status of the investigation, and the anticipated date that the investigation will be concluded.

At the written request of the employee, except in termination, all records of disciplinary actions shall be destroyed five (5) years after the date of the disciplinary action, provided that:

1. there is no further incident/s of counseling or disciplinary action; or
2. the document has not been cited in additional disciplinary actions.

## **SECTION 15 - GRIEVANCE PROCEDURE**

**15.1 Definition and Procedural Steps.** A grievance is any dispute which involves the interpretation or application of any provision of this MOU excluding, however, those provisions of this MOU which specifically provide that the decision of any County official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure. PDOCC may represent the employee at any stage of the process. Grievances must be filed within thirty (30) days of the incident or occurrence about which the employee claims to have a grievance, and shall be processed in the following manner:

Step 1. Any employee, group of employees, or employee organization who believes that a provision of this MOU has been misinterpreted or misapplied to his or her detriment shall discuss the complaint with the employee's immediate supervisor, who shall meet with the employee within five (5) days of receipt of a written request to hold such meeting. Grievances challenging suspensions, reductions in pay, demotions and terminations may be filed at Step 2 within the time frame set forth above.

Step 2. If a grievance is not satisfactorily resolved in Step 1 above, the grievant may submit the grievance in writing within ten (10) work days to such management official as the Department Head may designate. This formal written grievance shall state which provision of the MOU has been misinterpreted or misapplied, how misapplication or misinterpretation has affected the grievant to the grievant's detriment, and the redress the



## **SECTION 15 - GRIEVANCE PROCEDURE**

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grievant seeks. A copy of each written communication on a grievance shall be filed with the Director of Human Resources. The Department Head or his or her designee shall have ten (10) work days in which to respond to the grievance in writing.

Step 3. If a grievance is not satisfactorily resolved in Step 2 above, the employee may appeal in writing within ten (10) work days to the Human Resources Director. The Human Resources Director or his/her designee shall have twenty (20) work days in which to investigate the merit of the complaint, and to meet with the Department Head and the grievant and attempt to settle the grievance and respond in writing.

Step 4. No grievance may be processed under this Section which has not first been filed and investigated in accordance with Step 3 above, and filed within ten (10) work days of the written response of the Human Resources Director or designee. If the parties are unable to reach a mutually satisfactory accord on any grievance which arises and is presented during the term of this MOU, such grievance shall be submitted to an Adjustment Board comprised of three (3) PDOCC representatives, no more than two (2) of whom shall be either an employee of the County or an elected or appointed official of PDOCC presenting this grievance, and three (3) representatives of the County, no more than two (2) of whom shall be either an employee of the County or a member of the staff of an organization employed to represent the County in the meeting and conferring process. The Adjustment Board shall meet within twenty (20) work days of receipt of the written request and render a decision. If the County fails to meet the time limits specified in Step 4 and the grievant demands in writing that an Adjustment Board be convened, the County will convene an Adjustment Board within ten (10) work days or the grievance will move to arbitration upon demand. This step of the grievance procedure may be waived by the written mutual agreement of the parties.

Step 5. If an Adjustment Board is unable to arrive at a majority decision, either the grievant or the County may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the employee and the Human Resources Director. Such request shall be submitted within twenty (20) work days of the rendering of the Adjustment Board decision. Within twenty (20) work days of the request for arbitration, the parties shall mutually select an arbitrator who shall render a decision within thirty (30) work days from the date of final submission of the grievance including receipt of the court reporter's transcript and post hearing briefs, if any. The fees and expenses of the arbitrator and of the Court Reporter shall be shared equally by the employee and the County. Each party, however, shall bear the costs of its own presentation, including preparation and post hearing briefs, if any.

### **15.2 Scope of Adjustment Board and Arbitration Decisions.**

- A. Decisions of Adjustment Boards and arbitrators on matters properly before them shall be final and binding on the parties hereto, to the extent permitted by law.
- B. No Adjustment Board and no arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by PDOCC which has been certified as the recognized employee organization for such unit and unless such dispute falls within the definition of a grievance as set forth in Subsection 15.1 above.

## **SECTION 15 - GRIEVANCE PROCEDURE**

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- C. Proposals to add to or change this MOU or to change written agreements supplementary hereto shall not be arbitrable and no proposal to modify, amend or terminate this MOU, nor any matter or subject arising out of or in connection with such proposals, may be referred to arbitration under this Section. Neither any Adjustment Board nor any arbitrator shall have the power to amend or modify this MOU or written agreements supplementary hereto or to establish any new terms or conditions of employment.
- D. If the Human Resources Director, in pursuance of the procedures outlined in Step 3 above, or the Adjustment Board in pursuance of the provisions of Step 4 above, resolve a grievance which involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time.
- E. No change in this MOU or interpretations thereof (except interpretations resulting from Adjustment Board or arbitration proceedings hereunder) will be recognized unless agreed to by the County and PDOCC.

**15.3 Time Limits.** The time limits specified above may be waived by mutual agreement of the parties to the grievance. If the County fails to meet the time limits specified in Steps 1 through 3 above, the grievance will automatically move to the next step. If an employee fails to meet the time limits specified in Steps 1 through 5 above, the grievance will be deemed to have been settled and withdrawn.

**15.4 PDOCC Notification.** An official with whom a formal grievance is filed by a grievant who is included in a unit represented by PDOCC, but is not represented by PDOCC in the grievance, shall give PDOCC a copy of the formal presentation.

**15.5 Compensation Complaints.** All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Human Resources Director. Only complaints which allege that employees are not being compensated in accordance with the provisions of this MOU shall be considered as grievances. Any other matters of compensation are to be resolved in the meeting and conferring process, and if not detailed in the MOU which results from such meeting and conferring process shall be deemed withdrawn until the meeting and conferring process is next opened for such discussion. No adjustment shall be retroactive for more than two (2) years from the date upon which the complaint was filed.

**15.6 Strike/Work Stoppage.** During the term of this MOU, PDOCC, its members and representatives, agree that it and they will not engage in, authorize, sanction or support any strike, slowdown, stoppage of work, sickout or refusal to perform customary duties.

In the case of a legally-declared lawful strike against a private or public sector employer which has been sanctioned and approved by the labor body or council having jurisdiction, an employee who is in danger of physical harm shall not be required to cross the picket line, provided the employee advises his or her supervisor as soon as possible, and provided further that an employee may be required to cross a picket line where the performance of his or her duties is of an emergency nature and/or failure to perform such duties might cause or aggravate a danger to public health or safety.

**15.7 Filing by PDOCC.** PDOCC may file a grievance at Step 3 on behalf of affected employees when action by the County Administrator or the Board of Supervisors violates a provision of this MOU.

**SECTION 16 – RETIREMENT**

**16.1 Contribution.** Pursuant to Government Code Section 31581.1, through December 31, 2014, the County will continue to pay fifty percent (50%) of the retirement contributions normally required of employees except for employees in the classification Exempt Medical Staff Optometrist (VSP1). Effective on October 1, 2011, employees in the classification Exempt Medical Staff Optometrist (VSP1) must pay one hundred percent (100%) of the employee's basic retirement benefit contributions, without the County paying any part of the employees' contributions. Effective on January 1, 2015, all employees will pay one hundred percent (100%) of the employees' basic retirement benefit contributions determined annually by the Board of Retirement of the Contra Costa County Employees' Retirement Association without the County paying any part of the employees' contributions.

All employees are also responsible for the payment of the employees' contributions to the retirement cost of living program as determined annually by the Board of Retirement, without the County paying any part of the employees' contributions. The County will pay one hundred percent (100%) of the employer's retirement contribution determined annually by the Board of Retirement.

**16.2 Tier III Retirement Plan**

- A. Effective October 1, 2002, Tier 2 of the retirement plan shall be eliminated and all employees in Tier 2 of the retirement plan shall be placed in Tier 3.
- B. Employees in Tier 2 with ten (10) or more years of County/District service, will be eligible to participate in the County's buy back program. Employees may replace Tier 2 benefits with Tier 3 benefits as follows:
  - 1. Employee buys back two (2) years, County will buy back one (1) year for a total of three (3) years of buyback.
  - 2. Employee buys back four (4) years, County will buy back two (2) years for a total of six (6) years of buyback.
  - 3. Employee buys back six (6) years, County will buy back three (3) years for a total of nine (9) years of buyback.
- C. The Buy Back Program set forth in Section 16.2 (Tier III Retirement Plan), which makes certain employees eligible to replace Tier 2 service time with Tier 3 service time on specified terms terminates on November 1, 2013.

## **SECTION 17 - EDUCATION REIMBURSEMENT**

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### **16.3 Retirement Benefit - Employees who become New Members of CCCERA on or after January 1, 2013.**

- A. For employees who, under the Public Employees Pension Reform Act (PEPRA), become New Members of the Contra Costa County Employees Retirement (CCCERA) system on or after January 1, 2013, retirement benefits are governed by the California Public Employees Pension Reform Act of 2013 (PEPRA), (Chapters 296, 297, Statutes of 2012). To the extent this Agreement conflicts with any provision of PEPRA, PEPRA governs.
- B. For employees who, under PEPRA, become New Members of CCCERA on or after January 1, 2014, the cost of living adjustment to the retirement allowance will not exceed two percent (2%) per year, and the cost of living adjustment will be banked.
- C. For employees who, under PEPRA, become New Members of CCCERA, the disability provisions are the same as the current Tier III disability provisions.
- D. The County will seek legislation amending the County Employees Retirement Law of 1937 to clarify that the current Tier III disability provisions apply to employees who, under PEPRA, become New Members of CCCERA. The County will provide PDOCC with a copy of the proposed legislation and give PDOCC an opportunity to submit its comments. PDOCC will support the passage of the legislation and upon the County's request, will call and send a letter (on Union letterhead) in support of the bill to the state legislator sponsoring the bill. In addition, upon the County's request, PDOCC will testify in support of the bill before the state legislative committees considering the bill.

## **SECTION 17 - EDUCATION REIMBURSEMENT**

Permanent full time employees in classifications subject to this MOU will be eligible for \$600 each calendar year to be applied to reimbursement for continuing education courses and associated tests, medical books and journals, professional dues, exam fees, medical/dental on-line computer services, computer hardware and software, from a standardized County-approved list or with appointing authority approval, provided each employee complies with the provisions of the Computer Use and Security Policy adopted by the Board of Supervisors. Unused reimbursement entitlements may be carried over to the next calendar year, but the maximum reimbursement available in any calendar year may not exceed twice the annual entitlement. Requests for reimbursement must be submitted within ninety (90) days of the date the expense was incurred. Permanent part-time PDOCC Unit members assigned to positions of at least twenty (20) hours per week shall be entitled to educational reimbursement on a prorated basis. Effective January 1, 2007, the maximum amount will be increased to eleven hundred fifty dollars (\$1150) per calendar year.

## **SECTION 18 - PAID PERSONAL LEAVE/EDUCATIONAL LEAVE**

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### **SECTION 18 - PAID PERSONAL LEAVE/EDUCATIONAL LEAVE**

**18.1 Paid Personal Leave.** In lieu of overtime or compensatory time off provisions, permanent full time employees with three (3) years of service in classes covered by this MOU, will be credited with five (5) days of paid personal leave. Incumbents of the Resident Physician classes are not eligible for paid personal leave but service in such classes will count towards the three (3) years credit to qualify for this benefit. Said leave will be prorated for permanent part-time employees, but will not be credited for permanent-intermittent (on-call) employees.

This leave must be used during the calendar year in which credited and may not be carried forward. This paid personal leave is separate from paid vacation and will be accounted for accordingly. Upon separation from County service there shall be no pay off for unused personal leave credits.

**18.2 Educational Leave.** Each permanent full time employee with one (1) or more years of service shall be entitled to five (5) days leave with pay each calendar year to attend courses, institutions, workshops or classes which meet requirements for American Medical Association Category One Continuing Medical Education or recognized by the National Specialty Organization appropriate to the area of the employee's practice. Courses must be approved in advance by the Department Head and the appointing authority or designee, and must be completed prior to or concurrent with the leave. Employees attending courses which are scheduled and reimbursed by the Department and attended during work hours shall not receive additional leave.

Educational leave shall be scheduled in the same manner as vacation leave. It must be used in the same calendar year or the calendar year following the year the credit was awarded. Health Services Department staff will advise eligible employees annually, in the month of May, of the balances available in the Education Leave Bank and Education Reimbursement.

An employee who attends an approved course on a date for which he/she is not regularly scheduled to work or who completes an approved home study course will be granted exchange time off or paid for the equivalent number of hours at his/her hourly base rate. The employee must indicate his/her preference for time off or pay in advance of taking the course. The final determination will be at the discretion of the Director of Medical Staff Affairs or designee. If the employee is granted exchange time off in lieu of pay, the employee will receive a voucher from the Director of Medical Staff Affairs or designee. An original copy of an educational leave voucher, signed by the appointing authority or designee may be required at the time the leave is scheduled.

Permanent part-time employees shall be entitled to educational leave on a pro-rated basis.

**18.3 Other Leave.** In recognition of the requirement to attend mandatory meetings during non-work time, permanent full time employees with six years of service will receive an additional five (5) days paid leave. This leave will be prorated for permanent part-time employees. This paid leave will be credited at the beginning of each calendar year and may not be carried forward. Upon separation from County service, there shall be no payoff

## **SECTION 19 - MILEAGE**

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for unused credits. Utilization of this leave shall be applied for and authorized in accordance with Section 8.4 Vacation Preference.

## **SECTION 19 - MILEAGE**

The mileage allowance for use of personal vehicles on County business shall be paid according to the rates allowed by the Internal Revenue Service and shall be adjusted to reflect changes in this rate on the date it becomes effective or the first of the month following announcement of the changed rate by the Internal Revenue Service, whichever is later.

## **SECTION 20 - PAY WARRANT ERRORS**

If an employee receives a pay warrant which has an error in the amount of compensation to be received and if this error occurred as a result of a mistake by the Auditor-Controller's Department, it is the policy of the Auditor-Controller's Department that the error will be corrected and a new warrant issued within forty-eight (48) hours, exclusive of Saturdays, Sundays and holidays from the time the Department is made aware of and verifies that the pay warrant is in error. If the pay warrant error has occurred as a result of a mistake by an employee (e.g. payroll clerk) other than the employee who is receiving the pay, the error will be corrected as soon as possible from the time the department is made aware that pay warrant is in error.

Pay errors in employee pay shall be corrected as soon as possible as to current pay rate but that no recovery of either overpayments or underpayments to an employee shall be made retroactively except for the two (2) year period immediately preceding discovery of the pay error. This provision shall apply regardless of whether the error was made by the employee, the appointing authority or designee, the Director of Human Resources or designee, or the Auditor-Controller or designee. Recovery of fraudulently accrued over or underpayments are excluded from this section for both parties.

When the County notifies an employee of an overpayment and proposed repayment schedule and the employee wishes to meet with the County, a meeting will be held at which time a repayment schedule shall be determined.

If requested by the employee, a PDOCC representative may be present at a meeting with management to discuss a repayment schedule in the case of overpayments to the employee.

## **SECTION 21 - SERVICE AWARDS**

The County shall continue its present policy with respect to service awards including time off provided, however, that the type of award given shall be at the sole discretion of the County.

The following procedures shall apply with respect to service awards:

## **SECTION 22 - UNFAIR LABOR PRACTICE**

- a. **Presentation Before the Board of Supervisors.** An employee with twenty (20) or more years of service may go before the Board of Supervisors to receive his/her Service Award. When requested by a department, the Human Resources Department will make arrangements for the presentation ceremony before the Board of Supervisors and notify the department as to the time and date of the Board meeting.
- b. **Service Award Day Off.** Employees with fifteen (15) or more years of service are entitled to take a day off with pay at each five (5) years anniversary.

## **SECTION 22 - UNFAIR LABOR PRACTICE**

Either the County or PDOCC may file an unfair labor practice as defined in Board of Supervisor's Resolution 81/1165 against the other. Allegations of an unfair labor practice, if not resolved in discussions between the parties within thirty (30) work days from the date of receipt, may be heard and decided by a mutually agreed upon impartial third party.

## **SECTION 23 - INSURANCE**

**23.1 Malpractice.** County medical personnel covered by this MOU are covered under the self-insurance trust funds while working within their course and scope of employment. The exception to coverage is fraud, corruption or malice as defined in Government Code 825. The Government Code confers appropriate authority on the Board of Supervisors to administer the self-insurance program. The Board approves all settlements over \$20,000 and accepts or rejects the recommendations of the County's attorneys and the Office of Risk Management regarding the option of trial. Any issues or concerns, or request for information regarding the administration of this plan may be directed to the Appointing Authority or designee.

**23.2 Long Term Disability Insurance.** In 1994, the County amended its existing long term disability income protection program adopted by Resolution 82/1334 to include Residents and to provide for eighty-five percent (85%) replacement of basic monthly earnings, reduced by any deductible benefits. Basic monthly earnings include base salary step plus any stipend(s) computed as of the first day of the month in which the disability commences or other loss occurs. All other provisions of this plan remain unchanged.

## **SECTION 24 - LENGTH OF SERVICE DEFINITION** **(For Service Awards and Accruals)**

The length of service credits of each employee of the County shall date from the beginning of the last period of continuous County employment (including temporary, provisional, and permanent status, and absences on approved leave of absence). When an employee separates from a permanent position in good standing and within two (2) years is reemployed in a permanent County position, service credits shall include all credits accumulated at time of separation, but shall not include the period of separation. The Human Resources Director shall determine these matters based on the employee status records in his department.

## **SECTION 25 - PERMANENT PART-TIME EMPLOYEE BENEFITS**

### **SECTION 25 - PERMANENT PART-TIME EMPLOYEE BENEFITS**

Permanent part-time employees receive prorated vacation and sick leave benefits. They are eligible for health, dental and life insurance benefits at corresponding premium rates providing they work at least fifty percent (50%) of full time. If the employee works at least fifty percent (50%) of full time, County retirement participation is also included.

### **SECTION 26 - PERMANENT-INTERMITTENT EMPLOYEE BENEFITS**

Permanent-intermittent employees are eligible for prorated vacation and sick leave benefits.

### **SECTION 27 - PERMANENT-INTERMITTENT EMPLOYEE HEALTH PLAN**

**27.1** A permanent-intermittent employee may participate in the County Group Health Plan of combined medical, dental and life insurance coverage, wholly at the employee's expense, but at the group insurance rate. The County will not contribute to the employee's monthly premium. The employee will be responsible for paying the monthly premium appropriately and punctually. Failure to meet the premium deadline will mean automatic and immediate withdrawal from the County Group Health Plan and reinstatement may only be effectuated during the annual open enrollment period.

**27.2** The following benefit program is offered to permanent-intermittent employees:

- a. Program. The County offers CCHP Plan A-2 administered by Contra Costa Health Plan at the premium subsidy amount below to those permanent-intermittent employees who meet and maintain eligibility.
  1. Through December 31, 2013 the County will pay a monthly premium dollar subsidy of \$253.90 only for the CCHP Plan A-2 premium for a single individual.
  2. For calendar year 2014, the County will pay a monthly dollar premium subsidy of \$255.54 for the CCHP Plan A-2 premium for a single individual.
  3. Beginning on January 1, 2015, and for each calendar year thereafter, the County will pay a monthly dollar premium subsidy for only the CCHP Plan A-2 that is an amount equal to the actual monthly dollar premium subsidy that is paid by the County in December, 2014. The amount of the County subsidy that is paid for eligible permanent-intermittent employees will thereafter be a set dollar amount and will not be a percentage of the premium charged by the CCHPA Plan A-2.
- b. Eligibility. Initial eligibility for the monthly dollar premium subsidy shall be achieved when an employee has worked three (3) continuous months of service at an average of fifty percent (50%) time per month. In order to maintain eligibility, a



## **SECTION 28 - PERSONNEL FILES**

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permanent-intermittent employee must remain in paid status during each successive month.

- c. Pre-Pay. Employees who have achieved eligibility under the terms of subsection b above will pre-pay the employee's portion of the premium cost so that the effective date of enrollment begins effective the first of the month of eligibility. Employees must continue to pre-pay their portion of the health insurance premium in order to continue benefits. In addition, employees who meet the eligibility requirements and who have been voluntarily paying for a county group health program shall be allowed to enroll in CCHP Plan A-2 without a waiting period.
- d. Family Coverage. Employees may elect to purchase at their own expense, family coverage, including domestic partner, and shall follow the procedures outlined in subsection c above for payment for this optional coverage.
- e. Implementation. Open Enrollment periods shall be for thirty (30) days and coincide with the open enrollment period for County employees. Permanent-intermittent employees who are not currently eligible, but who subsequently meet the eligibility requirements, shall be notified of their eligibility and shall have thirty (30) days to decide whether or not to elect coverage under this program.
- f. Employees who are temporarily ineligible may purchase, at their own cost, the plan in accordance with the procedures set forth by the Contra Costa County Health Plan.

Nothing in Section 27.2 shall prevent an employee from electing health coverage under either Section 27.1 or 27.2.

## **SECTION 28 - PERSONNEL FILES**

An employee shall have the right to inspect and review any official record(s) relating to his or her performance as an employee or to a grievance concerning the employee which is kept or maintained by the County in the employee's personnel file in the Human Resources Department or in the employee's personnel file in their Department. The employee's union representative, with written authorization by the employee, shall also have the right to inspect and review any official record(s) described above. The contents of such records shall be made available to the employee and/or the employee's union representative, for inspection and review at reasonable intervals during the regular business hours of the County. Employees shall be permitted to review their personnel files at the Personnel office during their work hours. For those employees whose work hours do not coincide with the County's business hours, management shall provide a copy of the employee's personnel file for their review. The custodian of records will certify that the copy is a true and correct copy of the original file.

## **SECTION 29 – CATASTROPHIC LEAVE BANK**

Catastrophic Leave Bank. The County Human Resources Department will operate a Catastrophic Leave Bank which is designed to assist any County employee who has

## **SECTION 29 – CATASTROPHIC LEAVE BANK**

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exhausted all paid accruals due to a serious or catastrophic illness, injury, or condition of the employee or family member. The program establishes and maintains a Countywide bank wherein any employee who wishes to contribute may authorize that a portion of his/her accrued vacation, compensatory time, holiday compensatory time or floating holiday be deducted from those account(s) and credited to the Catastrophic Leave Bank. Employees may donate hours either to a specific eligible employee or to the bank. Upon approval, credits from the Catastrophic Leave Bank may be transferred to a requesting employee's sick leave account so that employee may remain in paid status for a longer period of time, thus partially ameliorating the financial impact of the illness, injury, or condition.

Catastrophic illness or injury is defined as a critical medical condition, a long-term major physical impairment or disability which manifests itself during employment.

Operation. The plan will be administered under the direction of the Director of Human Resources. The Human Resources Department will be responsible for receiving and recording all donations of accruals and for initiating transfer of credits from the Bank to the recipient's sick leave account. Disbursement of accruals will be subject to the approval of a six (6) member committee composed of three (3) members appointed by the County Administrator and three (3) members appointed by the majority representative employee organizations. The committee shall meet as necessary to consider all requests for credits and shall make determinations as to the appropriateness of the request. The committee shall determine the amount of accruals to be awarded for employees whose donations are non-specific. Consideration of all requests by the committee will be on an anonymous requester basis.

Hours transferred from the Catastrophic Leave Bank to a recipient will be in the form of sick leave accruals and shall be treated as regular sick leave accruals.

To receive credits under this plan, an employee must have permanent status, must have exhausted all time off accruals to a level below eight (8) hours total, have applied for a medical leave of absence and have medical verification of need. Donations are irrevocable unless the donation to the eligible employee is denied. Donations may be made in hourly blocks with a minimum donation of not less than four (4) hours from balances in the vacation, holiday, floating holiday, compensatory time, or holiday compensatory time accounts. Employees who elect to donate to a specific individual shall have seventy-five percent (75%) of their donation credited to the individual and twenty-five (25%) credited to the Catastrophic Leave Bank.

Time donated will be converted to a dollar value and the dollar value will be converted back to sick leave accruals at the recipient's base hourly rate when disbursed. Credits will not be on a straight hour-for-hour basis. All computations will be on a standard 173.33 basis. Except that employees on other than a forty (40) hour week will have hours prorated according to their status.

Any recipient will be limited to a total of one thousand forty (1040) hours or its equivalent per catastrophic event; each donor will be limited to one hundred twenty (120) hours per calendar year.

## ***SECTION 30 - REDUCTION IN FORCE***

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No element of this plan is grievable. All appeals from either a donor or recipient will be resolved on a final basis by the Director of Human Resources.

No employee will have any entitlement to catastrophic leave benefits. The award of Catastrophic Leave will be at the sole discretion of the committee, both as to amounts of benefits awarded and as to persons awarded benefits. Benefits may be denied, or awarded for less than six (6) months. The committee will be entitled to limit benefits in accordance with available contributions and to choose from among eligible applicants on an anonymous basis those who will receive benefits, except for hours donated to a specific employee. In the event a donation is made to a specific employee and the committee determines the employee does not meet the Catastrophic Leave Bank criteria, the donating employee may authorize the hours to be donated to the bank or returned to the donor's account. The donating employee will have fourteen (14) calendar days from notification to submit his/her decision regarding the status of their donation, or the hours will be irrevocably transferred to the Catastrophic Leave Bank.

Any unused hours transferred to a recipient will be returned to the Catastrophic Leave Bank.

### **SECTION 30 - REDUCTION IN FORCE**

It is understood between the parties that budget reductions and program changes may cause separations and/or reductions of hours affecting classes represented by PDOCC.

The practice privileges of any represented physician or dentist shall not be affected by reduction in force.

The following procedures shall be followed. Items subject to grievance are noted with an asterisk (\*). Those noted with a double asterisk (\*\*) are subject to grievance for alleged procedural violations only. Those not noted with an asterisk are not grievable.

1. Skill Lists are based on uniqueness of skills and are listed below:
  - Adult Outpatient Medicine
  - Allergy
  - BioEthics
  - Dental
  - Dental – Oral surgery
  - Dermatology
  - Disability Retirement Reviewer
  - Emergency Medicine
  - EMS
  - Family Medicine
  - Family Medicine – Short Notice
  - Gastroenterology With Procedures
  - Gastroenterology Without Procedures
  - HIV
  - Medicine – Inpatient

## **SECTION 30 - REDUCTION IN FORCE**

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- Medicine Inpatient for Psychiatry
- Neurology
- OB-GYN – Inpatient
- OB-GYN – Outpatient
- Occupational Health
- Oncology
- Pathology
- Pediatrics
- Pediatrics – Output
- Peds – Child Development
- Public Health Communicable Disease
- Psychiatry – Hospital based (PES & Inpatient)
- Psychiatry – Outpatient
- Residents 1, 2 , & 3
- Surgery – Inpatient
- Surgery – Ortho
- Surgery – Outpatient Only
- Surgery – Urology

- \*2. Physicians and Dentists will be assigned to the appropriate Skill List(s) based upon current regular weekly clinical assignments.

If the physician or dentist is not currently assigned to do the work of a skill list, he/she may still qualify for the skill list if:

- a. he/she has been assigned to do the work of the skill list in that department, division or service for one consecutive year during the prior four (4) years within CCHS, AND
- b. if he/she currently maintains sufficient unrestricted privileges to practice or serve has been customary in that department, division or service.

3. Physicians and Dentists can be on more than one skill list.

- \*4. Date for seniority for the Family Medicine Skill List is based on date of hire in the classification of Exempt Medical Staff Physician, Exempt Medical Staff Dentist, or Resident Physician with CCHS. Date for seniority for all other Skill Lists is based on the date of assignment into the clinical department relevant to the Skill List as in #2 above.

5. PPT and FT status are equivalent for seniority. All PI physicians and dentist will have less seniority than all FT & PPT. All physicians and dentists in a PI position on the date of adoption of this MOU by the Board of Supervisors will be, within sixty (60) calendar days, offered the opportunity to convert to a PPT (20/40) position. To be eligible to accept this offer, a PI physician or dentist:

- a. must agree to work twenty (20) hours weekly on a regularly scheduled basis, and

## SECTION 30 - REDUCTION IN FORCE

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- b. must respond in writing to Health Services Personnel no later than thirty (30) calendar days from the date of mailing of the offer to convert.
6. Date for seniority is not based on position hours except as above.
- \*7. New hires will be placed on one or more Skill Lists as appropriate, based on their proposed regular weekly assignment and sufficient unrestricted privileges in accordance with the principles in #2 above, and based on the dates as per #4 above.
8. It is management's decision as to whether or not to have a reduction in force (not grievable).
9. Once management has determined the need for a reduction in force, it is management's decision as to which Skill List(s) to reduce (not grievable) and how much to reduce each Skill List (not grievable). However, management agrees to meet and discuss these matters prior to implementation, including consideration of voluntary reduction in position hours by physicians or dentists in the Skill List(s) identified for reduction.
- \*\*10. Reductions will occur by eliminating the least senior physician or dentist on the targeted Skill List(s) until management has completed the desired reduction in each Skill List.
- \*\*11. A physician or dentist who resides on two (2) Skill Lists and whose hours are eliminated or reduced from one Skill List could choose to regain all lost hours by "bumping" the least senior individual(s) from the other Skill List where he/she resides provided the provider qualifies for the Skill List in accordance with #2 above. (Example: Doc A is on the ED Skill list and on the Family Medicine Skill list. He works 40 hours weekly in the ED. We choose to reduce ED doc hours. Doc A is at the bottom of the ED Skill List because he was the last one hired to that department, but he is not on the bottom of the Family Medicine Skill List because other docs have been hired to do Family Medicine since Doc A. Doc A can choose to bump out the doc or docs who have a total of forty (40) hours who are at the bottom of the Family Medicine List.)
- \*\*12. A physician or dentist who resides on three (3) or more Skill Lists and whose hours are eliminated or reduced from one list could choose to regain all lost hours by "bumping" the least senior individual(s) from the other lists where he/she resides provided the physician or dentist qualifies for the skill list that he/she is bumping into in accordance with #2 above. Depending on the hours required, it is possible that individuals may be bumped from more than one Skill List (Consider examples).
13. A physician or dentist who resides on only one Skill List and whose hours are eliminated or reduced does not have an option to "bump".
14. Reassignment of work schedules may follow "bumping" as permitted in this MOU under the provisions governing Involuntary Permanent Change of Assignment.

## **SECTION 30 - REDUCTION IN FORCE**

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- \*\*15. Should a physician or dentist have his/her hours reduced or eliminated due to a reduction in force, the physician or dentist has the right to be rehired back within four (4) years of his/her layoff date to perform the work of the Skill List(s) they previously resided on before any new physician or dentist is employed to perform that same skill set or be placed on those same Skill List(s). The physician or dentist seeking rehire must have maintained current competence and be eligible for basic unrestricted privileges necessary to perform the typical work of the Skill List to which he/she desires to be rehired.
- 16. Physicians or dentists who voluntarily leave employment do not have rehire rights as outlined in #15 above.
- \*\*17. Temporary physicians and dentists will be assigned to Skill List(s) and will be laid off before any PDOCC member is laid off or has his/her hours reduced due to a reduction in force.
- 18. This agreement in no way affects the County's ability to continue to contract for physicians in accordance with past practices nor does it require the County to lay off any contractor before a PDOCC member, except that any layoffs in psychiatry will not result in a violation of the language elsewhere in this MOU governing the ratio of contract to employed psychiatrists.
- \*\*19. The County will provide PDOCC and any PDOCC members who, as a result of a workforce reduction, would suffer layoff or hours reduction with sixty (60) calendar days notice of layoff or hours reduction. If the affected member could "bump" (see item 10 or 11 above), the member would have fourteen (14) calendar days to notify the County of this intention. The County would then give sixty (60) calendar days notice to PDOCC and to the member who was "bumped". If the provisions in Items 10 and 11 above applied, this cycle would repeat until reduction in force had been accomplished.
- \*\*20. Seniority is maintained for any physician or dentist who has a break in service of less than two (2) years as a result of layoff, except that period of break in service does not count as time towards seniority.
- \*21. Any physician or dentist who has vacated the class of exempt medical staff physician or exempt medical staff dentist in order to take a management position may bump back into his/her appropriate Skill List(s), (as defined in #2 above), should their management assignment be subject to workforce reduction.
- \*22. The County agrees to meet and confer with PDOCC no later than ninety (90) calendar days following the ratification of this MOU to assign every current member of PDOCC to the Skill Lists.
- \*\*23. The County will furnish PDOCC annually each January beginning in 2008 the Skill Lists for PDOCC's review. PDOCC will have forty-five (45) calendar days from receipt of these lists to grieve any placement on the list. If PDOCC does not grieve the placement on the Skill Lists within forty-five (45) calendar days, then the lists

## **SECTION 31 - PROBATIONARY PERIOD**

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stand as written and are not grievable should layoffs occur before the next annual review.

24. Either PDOCC or the County can use the period of annual review referenced in #23 above to consider additions, modifications or deletions to the Skill List categories. All additions, modifications, or deletions must be agreed to by both parties.
- \*25. Should a reduction in force occur during the interim between the annual reviews, the two (2) parties would meet and confer regarding the placement on Skill List(s) of:
  - a. all physicians and dentists hired since the last annual review,
  - b. those physicians and dentists reassigned since the last annual review, and
  - c. those physicians and dentist claiming eligibility for a Skill List due to the acquisition of new skills since the last annual review.

## **SECTION 31 - PROBATIONARY PERIOD**

Effective with Board of Supervisors' approval of the MOU, upon initial appointment employees in classifications subject to this MOU (excluding Exempt Medical Staff Resident Physicians) shall serve a twelve (12) month probationary period commencing on the date of appointment. The probationary period shall not include time served in temporary or residency appointments or any period of continuous absence exceeding fifteen (15) calendar days. Employees will receive an evaluation during the probationary period.

The regular appointment of a probationary employee shall begin on the day following the end of the probationary period, subject to the condition that the Director of Human Resources receive from the appointing authority a statement in writing that the services of the employee during the probationary period were satisfactory and that the employee is recommended for permanent appointment. If a clerical or administrative error delays a probationary report and it is determined that it was the intent of the appointing authority to retain the probationer, the employee affected will not suffer any loss of pay or benefits.

Employees will serve a probationary period unless at the discretion of the appointing authority the probationary period is waived for employees who have previously served one (1) year or more in a permanent position in good standing in this bargaining unit and who have not been separated from County service for a period of more than five (5) years.

During the probationary period, employees are subject to termination by the appointing authority without cause and without right of appeal or compliance with Section 14 - Dismissal, Suspension, Reduction in Pay, and Demotion, or Section 15 - Grievance Procedure.

## **SECTION 32 - SPECIAL STUDIES/OTHER ACTIONS**

**Grievance Procedure.** Representatives of the County shall meet and confer with representatives of the Labor Coalition in order to develop rules and guidelines governing the conduct and administration of Adjustment Boards.

## **SECTION 33 – BILINGUAL PAY**

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**Safety Committee.** Departments without a Safety Committee shall establish a committee within ninety (90) days of the effective date of this agreement. The Union shall appoint all labor representatives to the Committee. All Safety Committees shall schedule their meetings.

## **SECTION 33 – BILINGUAL PAY**

A salary differential of one hundred dollars (\$100.00) per month shall be paid to incumbents of positions requiring bilingual proficiency as designated by the appointing authority and Director of Human Resources. Said differential shall be paid to eligible employees in paid status for any portion of a given month. Designation of positions for which bilingual proficiency is required is the sole prerogative of the County. The Union shall be notified when such designations are made.

## **SECTION 34 - ADOPTION**

The provisions of this MOU shall be made applicable on the dates indicated and upon approval by the Board of Supervisors. Resolutions and Ordinances, where necessary, shall be prepared and adopted in order to implement these provisions. It is understood that where it is determined that an Ordinance is required to implement any of the foregoing provisions, said provisions shall become effective upon the first day of the month following thirty (30) days after such Ordinance is adopted.

## **SECTION 35 - SCOPE AGREEMENT AND SEPARABILITY OF PROVISION**

**35.1 Scope of Agreement.** Except as otherwise specifically provided herein, this MOU fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties in any and all matters subject to meet and confer. Neither party shall, during the term of this MOU demand any change herein, provided that nothing herein shall prohibit the parties from changing the terms of this MOU by mutual agreement.

PDOCC understands and agrees that the County is not obligated to meet and confer regarding wages, hours or conditions of employment during the term of this extended agreement, except as otherwise required by law.

**35.2 Separability of Provisions.** Should any section, clause or provision of this MOU be declared illegal, unlawful or unenforceable, by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this MOU.



## **SECTION 36 - FAIR LABOR STANDARDS ACT PROVISIONS**

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**35.3 Salary Ordinance.** Where a specific provision contained in a section of this MOU conflicts with a specific provision contained in a section of the Master Salary Ordinance (Res. 83/1), the provision of this MOU shall prevail. Those provisions of the Master Salary Ordinances within the scope of representation which are not in conflict with the provisions of this MOU and those provisions of the Master Salary Ordinance which are not within the scope of representation shall be considered in full force and effect.

**35.4 Duration of Agreement.** This Agreement shall continue in full force and effect from October 1, 2008 to and including October 31, 2016. Said Agreement shall automatically renew from year to year thereafter unless either party gives written notice to the other prior to ninety (90) days from the aforesaid termination date of its intention to amend, modify or terminate the agreement.

### **SECTION 36 - FAIR LABOR STANDARDS ACT PROVISIONS**

The Fair Labor Standards Act, as amended, may govern certain terms and conditions of the employment of employees covered by this MOU. It is anticipated that compliance with the Act may require changes in some of the County policies and practices currently in effect or agreed upon. If it is determined by the County that certain working conditions, including but not limited to work schedules, hours of work, method of computing overtime, overtime pay and compensatory time off entitlements or use, must be changed to conform with the Fair Labor Standards Act, such terms and conditions of employment shall not be controlled by this MOU but shall be subject to modification by the County to conform to the

**SECTION 36 - FAIR LABOR STANDARDS ACT PROVISIONS**

---

federal law, without further meeting and conferring. The County shall notify PDOCC and will meet and confer with said organization regarding the implementation of such modifications.

Date: 12/3/13

**Contra Costa County:**  
(Signature / Printed Name)

**For PDOCC:**  
(Signature / Printed Name)

*Bruce Heid* | BRUCE HEID  
*Elzpis Hughes* | Elzpis Hughes  
/

*David MacDonald* | David MacDonald  
/

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# **PDOCC EXHIBITS**

- A. Salary Schedule for Exempt Medical Staff and Additional Duty Pay for Resident Physicians
- B. Fallback Staffing for Extra-Hour Clinics
- C. Increase in Hours
- D. Notification of Involuntary Permanent Change of Assignment
- E. September 30, 2005 Medical/Dental/Life Insurance Adjustments Coalition Settlement Agreement
- F. Counseling Memos
- G. Campus Safety
- H. Incorporate Deep Class & Flexibly Staffed Resolutions

CLASS AND SALARY LISTING

Effective 11/1/2013

Job Code	Class Title	Flex Staff (F) / Deep Class (D)	Salary Range	
			From	To
VP71	EXEMPT MED STF RES PHYS I	F	\$ 3,813.53	\$ 3,813.53
VP72	EXEMPT MED STF RES PHYS II	F	\$ 4,446.09	\$ 4,446.09
VP74	EXEMPT MED STF RES PHYS III	F	\$ 5,031.87	\$ 5,031.87
VP75	EXEMPT MED STF RES PHY IV	F	\$ 5,694.83	\$ 5,694.83
VPD3	EXEMPT MED STF CHF DENTAL SVCS		\$ 10,408.76	\$ 12,682.07
VPR1	EXEMPT MED STAFF PHYS FEL	F	\$ 6,170.98	\$ 6,170.98
VPS1	EXEMPT MED STF OPTOMETRIST		\$ 7,264.99	\$ 8,425.17
VPV7	EXEMPT MED STF DNTL SPLST		\$ 10,193.33	\$ 13,708.89
VPW0	EXEMPT MED STAFF DENTIST		\$ 8,605.66	\$ 11,573.66
VPW9	EXEMPT MED STF PHYSICIAN		\$ 10,417.81	\$ 14,010.79



Third Aoor, Administration Bldg.  
651 Pine Street  
Martinez, California 94553-1292  
(510) 646-4064

Leslie T. Knight  
Director of Human Resources

August 14, 1996

Stephen Daniels, M.D. • President  
Physicians and Dentists Organization of Contra Costa  
P.O. Box 1803  
Martinez, California 94553

RE: SIDE LETTER ON FALLBACK STAFFING FOR EXTRA-HOURS CLINICS

Dear Dr. Daniels:

This side letter to the MOU confirms an agreement between the Health Services Department (HSD) and the Physicians and Dentists Organization of Contra Costa County (PDOCC) regarding the scheduling of physicians to staff extended-hour clinics in the Patients Choice Program. This agreement shall be effective July 8, 1996 and will remain in effect concurrent with the MOU until the HSD exercises the right to reopen as described below in Section No.7.

1. Fallback duty means the scheduling of one or more Physicians to an extended-hour clinic which has been scheduled to meet peak patient demands under the Patients Choice Program. Fallback clinics will be scheduled to last five (5) hours or less.
2. All fallback duty by Physicians shall be on a voluntary basis.
3. Physicians who work in an extended-hours clinic shall be compensated at the physician's base rate plus \$42 per hour.
4. Physicians who work in an extended-hours clinic shall be guaranteed a minimum of two hours pay at the rate described in 3 above. This guarantee shall be in effect as soon as the volunteer physician is notified that her/his services will be needed for fallback for a specific date.
5. The Health Services Department will establish an administrative procedure which will allow individual Physicians to voluntarily sign up for potential fallback duty in advance by designating those days on which they are available. To the extent possible, the HSO will schedule fallback clinics to qualified physicians from the voluntary sign up list in the order of sign up. The HSD will provide notice to physicians regarding the voluntary advance sign up procedure.



Contra  
Costa  
County



## Human Resources Department

Third Floor, Administration Bldg.  
651 Pine Street  
Martinez, California 94553-1292  
(510) 646-4064

Leslie T. Knight  
Director of Human Resources

March 5, 1997

Stephen Daniels, MD., President  
Physicians & Dentists Organization of Contra Costa  
PO Box 1833  
Martinez CA 94553

RE: INCREASE IN HOURS

Dear Dr. Daniels:

This is to confirm tentative agreement reached by Contra Costa County and Physicians & Dentists of Contra Costa regarding increase in hours for permanent-intermittent and permanent part-time employees.

Permanent-intermittent and permanent part-time employees who wish to have the hours of their position increased, must make a written request to the appointing authority during the months of April and/or October for the duration of the new MOU.

The Appointing Authority reviewing these requests will evaluate them within thirty (30) days of their receipt, considering among other matters the actual hours assigned to and worked by the employee during the previous 6 months, the anticipated continuing need for their assignment for additional hours and operational requirements.


Those requests which are approved by the department for an increase in hours will be submitted for consideration by the County as a P-300 request within an additional sixty (60) days. The employee will be notified in writing with an explanation of requests not approved; PDOCC will be copied on all denials.

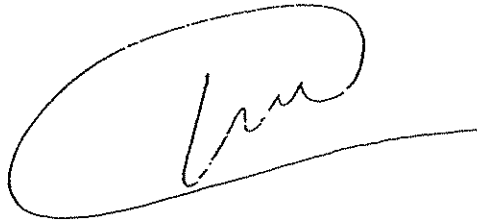
If the above conforms with your understanding, please indicate agreement by affixing your signature in the space provided below.

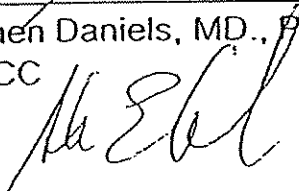
Sincerely,

  
Kathy Ito  
Labor Relations Manager

Confirmed:

  
Stephen Daniels, MD., President  
PDOCC





cc: Leslie Knight, Human Resources Director  
William Walker, MD., Health Services Director  
Ken Corcoran, Auditor-Controller



Contra  
Costa  
County



EXHIBIT D  
Human Resources  
Department

Administration Bldg.  
651 Pine Street, Third Floor  
Martinez, California 94553-1292  
(510) 335-1764

Leslie T. Knight  
Director of Human Resources

April 10, 1997

Stephen Daniels, MD., President  
Physicians' & Dentists' Organization of Contra Costa  
PO Box 1803  
Martinez CA 94553

**RE: NOTIFICATION OF INVOLUNTARY PERMANENT CHANGE OF ASSIGNMENT**

Dear Dr. Daniels:

This is to confirm tentative agreement reached by Contra Costa County and the Physicians' & Dentists' Organization of Contra Costa regarding notification of involuntary permanent change of assignment.

Except in cases of emergency, a twenty-eight (28) day notice will be provided to any bargaining unit member prior to any involuntary permanent change in work hours, type of work, or work location. This provision shall not be applicable in disciplinary situations.

If the above conforms with your understanding, please indicate agreement by affixing your signature in the space provided below.

Sincerely,

A handwritten signature in cursive script, appearing to read "Kathy Ito".

Kathy Ito  
Labor Relations Manager

Confirmed:

A handwritten signature in cursive script, appearing to read "Stephen Daniels, MD.". The signature is written over a horizontal line.

Stephen Daniels, MD., President  
PDOCC

cc: Leslie Knight, Human Resources Director  
William Walker, MD., Health Services Director

## EXHIBIT E

### MEDICAL/DENTAL/LIFE INSURANCE ADJUSTMENTS

#### Co-Pays

The health plan co-pays are as follows:

CCHP A:	No charge
CCHP B:	No charge in network \$5 Office Visit out of RMC Network, but in the CPN Network

KAISER:	\$10 Office Visit \$10 Generic RX \$20 Brand RX \$10 Emergency Room
---------	--

HEALTHNET HMO:	\$10 Office Visit \$10 Generic RX \$20 Formulary RX \$35 Non-Formulary RX \$25 Emergency Room
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HEALTHNET PPO:	\$10 Preventative Care O/V \$5 Generic RX \$5 Formulary RX No Non-formulary RX \$50 ER Deductible
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**Exhibit F: Counseling Memos**

Twelve or more months following the date of issue of a Counseling Memo, an employee may submit a written request to the Health Services Personnel Officer, requesting that the Counseling Memo be removed from all County (including Department) files. The Memo shall be removed unless:

- A. During the intervening period, additional incident/s occurred that caused the counseling memo to be written; or
- B. The Counseling Memo has been included in disciplinary action.

The Health Services Personnel Officer will reply to the request, verifying either that the Memo has been removed or retained.

Date: 9/14/06

FOR THE COUNTY:

*[Handwritten signature]*  
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FOR THE PDOCC:

*[Handwritten signature]*  
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*[Handwritten signature]*  
\_\_\_\_\_  
*[Handwritten signature]*  
\_\_\_\_\_





Tentative Agreement

LABOR PROPOSAL NO. 21  
2005 COALITION NEGOTIATIONS

Presented: August 3, 2006

LOCAL #1 MOU  
LOCAL #1 FACS UNIT MOU  
AFSCME LOCAL 512 MOU  
AFSCME LOCAL 2700 MOU  
WCE MOU  
PDOCC MOU

Incorporate Deep Class and Flexibly Staffed Resolutions

For all affected labor organizations, the County shall identify in the MOUs which classes are subject to a Deep Class or Flexibly Staffed Resolution and identify the resolution by number.

Date: 8/3/06

FOR THE COUNTY:

Keith Fleming  
[Signature]  
[Signature]  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE COALITION:

Michael Winkler  
Carol Phillips  
April Roberts  
[Signature]  
Robert J. Nanni  
Jo Sato  
Abel Boggs  
Nancy Taton  
Brenda Dord  
Sue Lambert

**PHYSICIANS' & DENTISTS' ORGANIZATION  
OF CONTRA COSTA**

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