

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



NOVEMBER 1, 2019 – OCTOBER 31, 2022

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

TABLE OF CONTENTS

| | | |
|-------------------------|--|-----------|
| <u>SECTION 1</u> | <u>ORGANIZATION RECOGNITION</u> | 3 |
| <u>SECTION 2</u> | <u>ORGANIZATION SECURITY</u> | |
| 2.1 | Dues Deduction | 3 |
| 2.2 | Communicating With Employees | 3 |
| 2.3 | Use of County Buildings..... | 4 |
| 2.4 | Advance Notice | 4 |
| 2.5 | Written Statement for New Employees | 5 |
| 2.6 | Notification of Dues Deduction Changes | 5 |
| 2.7 | Assignment of Classes to Bargaining Units | 6 |
| 2.8 | Release Time for Training | 6 |
| 2.9 | Physicians and Dentists as Employees or Contractors..... | 6 |
| <u>SECTION 3</u> | <u>NO DISCRIMINATION</u> | 8 |
| <u>SECTION 4</u> | <u>SHOP STEWARDS AND OFFICIAL REPRESENTATIVES</u> | |
| 4.1 | Attendance at Meetings | 8 |
| 4.2 | PDOCC Representatives | 9 |
| <u>SECTION 5</u> | <u>SALARIES</u> | |
| 5.1 | General Wage Increases | 9 |
| 5.2 | Appointment or Change of Assignment | 10 |
| 5.3 | Step Advancement..... | 10 |
| 5.4 | Payment..... | 10 |
| 5.5 | Part-Time Compensation | 11 |
| 5.6 | Compensation for Portion of Month | 11 |
| 5.7 | Salary on Promotion – Residents..... | 11 |
| 5.8 | Stipends..... | 11 |
| 5.9 | Electronic Health Records Incentive Program..... | 12 |
| <u>SECTION 6</u> | <u>DAYS AND HOURS OF WORK</u> | |
| 6.1 | Work Week Defined | 12 |
| 6.2 | Employee Schedules | 12 |
| 6.3 | Additional Duty Pay..... | 13 |
| 6.4 | Clinical On-Call Pay | 13 |
| 6.5 | Nocturnist Pay..... | 13 |
| 6.6 | Schedule Preparation | 13 |
| 6.7 | Operational Adjustments | 13 |
| 6.8 | Direct Patient Care and Administrative Time | 14 |
| | <i>Ambulatory Care Provider – Exempt.....</i> | <i>14</i> |
| | <i>Dentist – Exempt.....</i> | <i>16</i> |
| | <i>Emergency Medicine – Exempt</i> | <i>17</i> |
| | <i>Hospitalist – Exempt</i> | <i>18</i> |

| | | |
|------|---|----|
| | <i>Obstetrics & Gynecology (OBGYN) – Full Spectrum – Exempt....</i> | 19 |
| | <i>Obstet & Gyn (OBGYN)-Fam Med w/Focus in Adv Obs-Exempt..</i> | 20 |
| | <i>Optometrist – Exempt</i> | 21 |
| | <i>Oral Surgeon – Exempt.....</i> | 21 |
| | <i>Pathologist – Exempt</i> | 22 |
| | <i>Pediatrician – Ambulatory – Exempt.....</i> | 22 |
| | <i>Pediatrician – Hospital – Exempt</i> | 23 |
| | <i>Primary Care Provider – Exempt.....</i> | 24 |
| | <i>Primary Care Provider–Limited (Hired before 11/1/19)–Exempt...</i> | 26 |
| | <i>Psychiatrist – Adult – Exempt</i> | 28 |
| | <i>Psychiatrist – Pediatric – Exempt.....</i> | 29 |
| | <i>Psychiatrist – PES/Detention – Exempt.....</i> | 29 |
| | <i>Resident.....</i> | 29 |
| 6.9 | Increase in Hours | 29 |
| 6.10 | Time Stamping..... | 30 |
| 6.11 | Time Reporting and Pay Practices Waiver | 30 |

SECTION 7

HOLIDAYS

| | | |
|-----|--|----|
| 7.1 | Holidays Observed..... | 30 |
| 7.2 | Holiday is NOT Worked/Hol Falls on Scheduled Work Day..... | 31 |
| 7.3 | Holiday is NOT Worked/Hol Falls on Scheduled Day Off | 31 |
| 7.4 | Holiday is WORKED/Hol Falls on Scheduled Work Day..... | 32 |
| 7.5 | Holiday is WORKED/Hol Falls on Scheduled Day Off | 32 |
| 7.6 | Permanent Intermittent Employee | 33 |

SECTION 8

VACATION LEAVE

| | | |
|-----|--|----|
| 8.1 | Vacation Allowance..... | 33 |
| 8.2 | Accrual During Leave Without Pay | 34 |
| 8.3 | Vacation Allowance for Separated Employees | 34 |
| 8.4 | Vacation Preference | 34 |

SECTION 9

SICK LEAVE

| | | |
|-----|---|----|
| 9.1 | Purpose of Sick Leave | 34 |
| 9.2 | Credits To and Charges Against Sick Leave | 35 |
| 9.3 | Policies Governing the Use of Paid Sick Leave | 35 |
| 9.4 | Administration of Sick Leave..... | 37 |
| 9.5 | Disability..... | 39 |
| 9.6 | Workers’ Compensation..... | 39 |
| 9.7 | Accrual During Leave Without Pay | 41 |
| 9.8 | State Disability Insurance..... | 41 |

SECTION 10

LEAVE OF ABSENCE

| | | |
|------|---|----|
| 10.1 | Leave Without Pay..... | 41 |
| 10.2 | General Administration-Leaves of Absence..... | 42 |
| 10.3 | Military Leave | 43 |
| 10.4 | Family Care Leave or Medical Leave..... | 43 |
| 10.5 | Pregnancy Disability Leave..... | 45 |
| 10.6 | Group Health Plan Coverage | 45 |
| 10.7 | Unauthorized Absence..... | 45 |

| | | |
|--------------------------|---|----|
| 10.8 | Leave Without Pay - Use of Accruals | 46 |
| 10.9 | Leave Replacement & Reinstatement..... | 46 |
| 10.10 | Reinstatement from Family Medical Leave | 46 |
| 10.11 | Salary Review While on Leave of Absence | 47 |
| 10.12 | Furlough Days Without Pay | 47 |
| 10.13 | Unpaid Sabbatical Leave | 47 |
| <u>SECTION 11</u> | <u>JURY DUTY AND WITNESS DUTY</u> | |
| 11.1 | Jury Duty..... | 47 |
| 11.2 | Witness Duty..... | 48 |
| <u>SECTION 12</u> | <u>MEDICAL, DENTAL & LIFE INSURANCE</u> | |
| 12.1 | Health Plan Coverages | 49 |
| 12.2 | County Health and Dental Plan Monthly Premium Subsidy | 49 |
| 12.3 | Retirement Coverage | 51 |
| 12.4 | Family Member Eligibility Criteria | 54 |
| 12.5 | Dual Coverage | 55 |
| 12.6 | Medical Plan Cost-Sharing with Active Ees on and after 1/1/18 ... | 55 |
| 12.7 | Life Insurance Benefit Under Health and Dental Plans..... | 58 |
| 12.8 | Supplemental Life Insurance | 58 |
| 12.9 | Health Care Spending Account..... | 58 |
| 12.10 | PERS Long Term Care | 59 |
| 12.11 | Voluntary Vision Plan | 59 |
| 12.12 | Health Savings Account with High Deductible Health Plan..... | 59 |
| 12.13 | Dependent Care Assistance Program..... | 59 |
| 12.14 | Premium Conversion Plan | 60 |
| 12.15 | Prevailing Section | 60 |
| 12.16 | Rate Information | 60 |
| 12.17 | Coverage Upon Separation..... | 60 |
| 12.18 | Partial Month..... | 60 |
| 12.19 | Coverage During Absences | 60 |
| 12.20 | Child Care | 60 |
| 12.21 | Health Benefit Coverage for Ees Not Otherwise Covered | 61 |
| <u>SECTION 13</u> | <u>RESIGNATIONS</u> | |
| 13.1 | Resignation in Good Standing | 61 |
| 13.2 | Constructive Resignation | 61 |
| 13.3 | Expressed Resignation | 61 |
| 13.4 | Revocation | 61 |
| 13.5 | Coerced Resignations..... | 61 |
| <u>SECTION 14</u> | <u>DISMISSAL, SUSPENSION, DEMOTION & RED IN PAY</u> | |
| 14.1 | Sufficient Cause for Action..... | 62 |
| 14.2 | Notice of Proposed Action | 63 |
| 14.3 | Employee Response | 63 |
| 14.4 | Leave Pending Employee Response | 64 |
| 14.5 | Length of Suspension | 64 |
| 14.6 | Procedure on Dismiss, Susp, Disc Dem, or Red in Pay..... | 64 |
| 14.7 | Employee Representation Rights..... | 64 |

| | | |
|--------------------------|--|----|
| 14.8 | Disciplinary Investigations and Actions | 64 |
| <u>SECTION 15</u> | <u>GRIEVANCE PROCEDURE</u> | |
| 15.1 | Definition and Procedural Steps | 65 |
| 15.2 | Scope of Arbitration Decisions | 66 |
| 15.3 | Time Limits..... | 66 |
| 15.4 | PDOCC Notification | 67 |
| 15.5 | Compensation Complaints | 67 |
| 15.6 | Strike/Work Stoppage | 67 |
| 15.7 | Filing by PDOCC | 67 |
| <u>SECTION 16</u> | <u>RETIREMENT</u> | |
| 16.1 | Contribution..... | 67 |
| 16.2 | Retire Ben–New Mbrs of CCCERA on/after 1/1/13..... | 67 |
| <u>SECTION 17</u> | <u>EDUCATION REIMBURSEMENT</u> | 68 |
| <u>SECTION 18</u> | <u>PAID PERSONAL/EDUCATIONAL/OTHER LEAVE</u> | |
| 18.1 | Paid Personal Leave | 68 |
| 18.2 | Educational Leave | 69 |
| 18.3 | Other Leave | 69 |
| <u>SECTION 19</u> | <u>MILEAGE</u> | |
| 19.1 | Reimbursement for Use of Personal Vehicle | 69 |
| 19.2 | Commuter Benefit Program | 69 |
| <u>SECTION 20</u> | <u>PAY WARRANT ERRORS</u> | 70 |
| <u>SECTION 21</u> | <u>SERVICE AWARDS</u> | 70 |
| <u>SECTION 22</u> | <u>INSURANCE</u> | |
| 22.1 | Malpractice..... | 70 |
| 22.2 | Long Term Disability Insurance..... | 71 |
| <u>SECTION 23</u> | <u>LENGTH OF SVC DEFINITION (Svc Awards and Accr)</u> | 71 |
| <u>SECTION 24</u> | <u>PERMANENT PART-TIME EMPLOYEE BENEFITS</u> | 71 |
| <u>SECTION 25</u> | <u>PERMANENT-INTERMITTENT EMPLOYEE BENEFIT</u> | 71 |
| <u>SECTION 26</u> | <u>PERSONNEL FILES</u> | 71 |
| <u>SECTION 27</u> | <u>CATASTROPHIC LEAVE BANK</u> | 72 |
| <u>SECTION 28</u> | <u>REDUCTION IN FORCE</u> | 73 |
| <u>SECTION 29</u> | <u>PROBATIONARY PERIOD</u> | 75 |
| <u>SECTION 30</u> | <u>BILINGUAL PAY</u> | 75 |

| | | |
|--------------------------|---|----|
| <u>SECTION 31</u> | <u>ADOPTION</u> | 76 |
| <u>SECTION 32</u> | <u>SCOPE OF AGREEMENT & SEPARABILITY OF PROVISIONS</u> | |
| 32.1 | Scope of Agreement | 76 |
| 32.2 | Separability of Provisions..... | 76 |
| 32.3 | Salary Ordinance | 77 |
| 32.4 | Duration of Agreement..... | 77 |
| <u>SECTION 33</u> | <u>FAIR LABOR STANDARDS ACT PROVISIONS</u> | 77 |
| 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 term as set forth herein.

DEFINITIONS

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 a Medical Staff Member coordinates with the Appointing Authority in compliance with the medical staff bylaw governance and quality measures.

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

Physician: Physician classes are: Primary Care Provider, Primary Care Provider – Limited, Ambulatory Care Provider, Emergency Medicine, Hospitalist, OB/GYN – Full Spectrum, OB/GYN - FM Adv OB, Oral Surgeon, Pathologist, Pediatrician - Ambulatory, Pediatrician – Hospital, Psychiatrist - Adult, Psychiatrist – Pediatric, and Psychiatrist-Emg Svs/Det.

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

SECTION 1 - ORGANIZATION RECOGNITION

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

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 classifications listed in Exhibit A and effective November 1, 2019, 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.

The Organization 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 organization security section, or action taken or not taken by the County under this Section. This includes, but is not limited to, the County's attorneys' fees and costs. The provisions of this subsection shall not be subject to the grievance procedure following the adoption of this MOU by the County Board of Supervisors.

2.2 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 Labor Relations Manager or designated representative; said representatives may distribute employee organization literature in work areas (except work areas not open to the public) if 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:

SECTION 2 - ORGANIZATION SECURITY

- 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.

2.3 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.

2.4 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 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.

SECTION 2 - ORGANIZATION SECURITY

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.

2.5 Written Statement for New Employees.

- A. The County will provide a written statement to each new employee hired into a classification in any of the bargaining units represented by PDOCC, that the employee's classification is represented by PDOCC and the name of a representative of the Union. The County will provide the employee with a packet of information that has been supplied by the Union.
- B. The County will make reasonable efforts to provide email notification to the Union as soon as a new employee hired into a classification represented by PDOCC has been scheduled for a new employee orientation. Whether or not email notification is provided, the County will provide written notice to the Union of all new employee orientations, at least ten (10) calendar days prior to the event. The County may provide less than ten (10) calendar days' notice to the Union in instances where there is an urgent need critical to the County's operations that was not reasonably foreseeable.
- C. The new employee orientation notice provided to the Union will include the date, time, and location of the orientation.
- D. The Union will be provided the opportunity to have up to two (2) representatives meet with new employees for up to thirty (30) minutes at the beginning of the orientation. One (1) of these representatives may be a bargaining unit member. A bargaining unit member attending orientation as a Union representative shall be given paid release time sufficient to cover the Union's presentation and travel time. The Union will provide the names of any employees who they wish to be released at least 48 hours in advance to the Labor Relations Manager. Approval for release time is subject to adequate staff coverage at the employee's worksite.
- E. The Union may provide written materials to new employees during the new employee orientation. The Union's presentation will be conducted during paid County time as a regular part of the new employee orientation. No representative of management shall be present during the Union's presentation.

2.6 Notification of Dues Deduction Changes. PDOCC shall regularly provide the County with the names of employees for whom dues deductions should be initiated, changed, or discontinued pursuant to this section in a manner that has been mutually agreed upon by the County and PDOCC and set forth in a separate protocol document. PDOCC will submit a spreadsheet in an agreed upon format to the Office of the Auditor-Controller via email. Requests for dues deductions received by the Auditor-Controller by the close of business at least five (5) business days prior to the end of the pay period will be implemented in the following pay period. PDOCC certifies that it will only send requests to initiate dues deductions for employees who have authorized the deductions.

SECTION 2 - ORGANIZATION SECURITY

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 to the Employee Relations Officer or designee 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. Hospitalist
10. Obstetrics and Gynecology

SECTION 2 - ORGANIZATION SECURITY

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.

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.

D. Detention Assignment. Notwithstanding subsections A. and B. above, the County may continue to contract for physician services in the Contra Costa Detention Facilities.

E. Use of Locum Tenens. Notwithstanding section 2.9.A, physicians or dentists may be contracted by the County directly or through a third party (locum tenens) to provide services in a temporary capacity as described below. The term Locum Tenens as used in this section refers to either type of contracted provider. Psychiatrists who are contracted for pursuant to this section are still subject to the limitations of paragraph B of section 2.9.

1. Recruitment Mechanism: A locum tenens may provide services for up to six (6) months when recruitment for permanent employment is being considered by the Department. To utilize this recruitment mechanism, there must be an available vacant position. During the six (6) month trial period, if the Department determines that the locum tenens is an acceptable candidate for permanent employment,

SECTION 3 - NO DISCRIMINATION

employment in a permanent position may be offered at any time. If the offer is refused, the locum tenens provider's services will be ended within two (2) weeks of the date of refusal. If a locum tenens refuses the offer of employment, he/she will not be allowed to return to the County as a locum tenens for a period of twelve (12) months from the date of rejection of the offer of employment.

2. Seasonal Need: A locum tenens may provide services in primary care, the Emergency Department, or Short Notice Clinics during the specific peak periods described below. Under this category, individual locum tenens providers are limited to working a maximum of fifteen (15) weeks.

a. Winter Flu Season – the period from Monday prior to Thanksgiving through the last day in February, inclusive.

b. Summer Vacation Season – the period of the Monday prior to Memorial Day through the Friday following Labor Day, inclusive.

3. Coverage for Leaves of Absence: The Department may use a locum tenens to cover for an employee during a leave of absence that is greater than one (1) month of continuous absence, e.g., maternity, military, medical, workers' compensation leaves, etc. Individual locum tenens providing services under this category may work a maximum of nine (9) months.

Upon request from PDOCC, the Department will provide to PDOCC a report of locum tenens use within fourteen (14) calendar days of the request. The report will include the names of the locum tenens providers used, assignment (work type and location), and duration of work.

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;

SECTION 5 – SALARIES

- 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. On November 1, 2019, employees will be reclassified to classifications in Exhibit A. Providers in Steps 1-4 will be placed at Step 1. Providers in Steps 5 and above will be placed at Step 2.

- A. The base rate of pay for all classifications represented by PDOCC, excluding the classifications of Primary Care Provider, Primary Care Provider-Limited, and Ambulatory Care Provider, will be increased as follows:

| | |
|----------------------------|-------------|
| Effective November 1, 2020 | 2% increase |
| Effective November 1, 2021 | 2% increase |

- B. Longevity Pay. Effective November 1, 2019, full-time employees who have completed the required months of service as County employees will receive the maximum longevity pay per month set forth in the chart below. Part-time employees who have completed the required months of service as County employees will receive a pro-rated monthly amount based on position hours (e.g. 32/40).

The longevity pay is effective on the first day of the month following the month in which the employee completes the required months of service. Employees who

SECTION 5 – SALARIES

have completed the required months of service prior to November 1, 2019, will be paid the amounts on the chart below prospectively only from November 1, 2019.

| Completed Months of Service | Maximum Longevity Pay Per Month |
|-------------------------------|---------------------------------|
| 120 months through 179 months | \$500.00 per month |
| 180 months through 239 months | \$1,000.00 per month |
| 240 months | \$1,500.00 per month |

5.2 Appointment or Change of Assignment. Employees 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. The determination of an employee's qualifications and designation of the appropriate step of the salary range shall be by the Appointing Authority or designee and shall be final.

5.3 Step Advancement. Employees at Step 1 will be eligible for advancement to Step 2 as follows:

1. All employees originally placed at Step 1 as of the effective date of this MOU, will be placed in Step 2 on November 1, 2020.
2. For employees hired into Step 1 after the effective date of this MOU: Following one (1) year of employment, the employee will advance to Step 2 on the first day of the month following the month in which the employee completes a full year of employment.

5.4 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-line using Employee Self Service (ESS) on the prescribed form. If the employee makes an update between the 1st and 15th of the month, then the change will impact the current month's advance. If the employee makes the update after the 15th it will impact the following month's advance.

Such an election will remain effective until revoked.

In the case of an election made pursuant to this Section 5.4 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.

5.5 Part-Time Compensation. An employee 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 employee 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.

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

5.7 Salary on Promotion - Residents. Residents are expected to spend approximately one year in each of the three resident 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. Residents advancing to a next higher resident physician classification shall be paid at the monthly rate for that classification.

5.8 Stipends. Employees are eligible for the following additional compensation. An employee may be eligible for and receive stipends in more than one category.

- A. The President of the Medical Staff will receive \$825 per month.
- B. The Department Heads of Family Medicine, Anesthesia, Dental, Diagnostic Imaging, Emergency Medicine, Internal Medicine, Obstetrics and Gynecology, Pathology, Pediatrics, Psychiatry, Hospitalist Medicine, ICU, Regional DFAM Division Head, and other comparable assignments deemed appropriate by the Appointing Authority or designee will be eligible to receive \$600 per month. The maximum monthly number of stipends available for assignment in this category is fourteen (14) unless additional stipends are approved by the Chief Medical Officer.
- C. The Chairperson of the Medical Staff committees charged with considerable responsibility and other comparable assignments deemed appropriate by the Appointing Authority or designee will receive \$600 per month. The maximum monthly number of stipends available for assignment in this category is twenty-two (22) unless additional stipends are approved by the Chief Medical Officer.
- D. The Division Heads, the Assistant Residency Director, and other comparable assignments deemed appropriate by the Appointing Authority or designee will receive \$300 per month. The maximum monthly number of stipends available for assignment in this category is ten (10) unless additional stipends are approved by the Chief Medical Officer.
- E. Residents are eligible for a stipend of \$250 per month.

SECTION 6 - DAYS AND HOURS OF WORK

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

5.9 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. 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.
- C. 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, 5.9.C., is not subject to the grievance procedure.
- D. Except as indicated in C., above, any disputes concerning the application and/or interpretation of section 5.9 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 Schedules. Permanent full time and part time employees will be scheduled weekly or monthly as determined by management. Regardless of whether employees are scheduled weekly or monthly, they are required to work their designated

SECTION 6 - DAYS AND HOURS OF WORK

position hours. Employees in this bargaining unit are professional employees and as such are paid a predetermined salary each pay period even if they work more than their weekly or monthly designated position hours. Hours worked are defined as those hours of the day for which the employees are required to fulfill the responsibilities of their professional positions.

6.3 Additional Duty Pay. Only additional work assigned by management (above and beyond routine assigned duties) will be eligible for additional duty pay. Additional Duty pay will be paid at the rate and for the eligible classifications reflected in Exhibit B.

6.4 Clinical On Call Pay. An employee is eligible for this pay when the employee is assigned additional on-call obligations beyond the obligations required as a part of their normal job duties by the Appointing Authority or his/her designee. On Call Pay is paid at the rate and for the eligible classifications reflected in Exhibit B.

6.5 Nocturnist Pay. Any work performed by classifications given assignments in Emergency Medicine, Hospitalist, OBGYN-Full Spectrum, OBGYN-FM Adv OB, Pediatrician-Hospitalist, Psychiatrist–Emg Svs/Det, will be eligible for \$50 for each hour worked between 11:00 p.m. – 7:00 a.m. Monday through Thursday; 9:00 p.m. – 7:00 a.m. Friday, Saturday, Sunday, Holidays, the night before Christmas and New Year’s Eve, at the rate reflected in Exhibit B.

6.6 Schedule Preparation. The Appointing Authority or designee will prepare written schedules in advance. 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.

6.7 Operational Adjustments. Having met and conferred in good faith regarding adjusting clinic roster sizes to meet a target patient seen rate, the parties agree that management will retain the management-controlled right to schedule and fill a roster of eleven (11) patients in a four-hour clinic. In addition, the roster shall include two (2) provider-controlled (PPO/Per Provider Only) slots which can be booked by the provider or designee at the provider’s discretion. Beginning January 1, 2020, with the goal of increasing the number of patients provided care in clinics, the following incentives will be established for primary care and pediatrician ambulatory care providers who meet these specialized criteria while working in the clinics:

- a. Access Incentive Bonus – Incentive payment of one thousand five hundred dollars (\$1,500) per quarter if the average patients seen per quarter in a four-hour clinic equals ten (10) and the weekly average of the class A clinics per quarter is five (Family Practice, Adult Medicine and Pediatrics). In order to be eligible, the provider must work a minimum of ten (10) weeks per quarter.
- b. Patient Experience Incentive Bonus – A single incentive payment of five hundred dollars (\$500) annually when a provider receives the targeted Top Box score rating in the CG-CAHPS Adult Survey Provider Rating Question from patients that complete the survey in the prior County fiscal year.

SECTION 6 - DAYS AND HOURS OF WORK

- i. Provider Rating Question: “Using any number from 0 to 10, where 0 is the worst provider possible and 10 is the best provider possible, what number would you use to rate this provider?”
 - ii. Top Box: Number of respondents who answered 9 or 10.
 - iii. The target to be revised annually based on the national 90th percentile for Medicaid patients.
 - iv. A minimum of 100 completed surveys to be eligible.
 - v. If the CG-CAHPS Adult Survey Provider Rating changes, new requirements will be adopted.
- c. Quality Incentive Bonus – A single incentive payment of \$500 annually to providers that meet or exceed the national Medicaid 90th percentile for all the primary care-based quality measures in CCHS’ QIP or other named Medi-Cal waiver program in the prior County fiscal year.

6.8 Direct Patient Care and Administrative Time.

Administrative Responsibilities. Administrative Responsibilities is time when the employee does not provide Direct Patient Care. This is time to complete the necessary and required work related to patient care including, but not limited to all non-Direct Patient Care related tasks, reviewing and completing forms, telephone calls, EHR in box management, attendance at department meetings, peer review, root cause analyses, medical staff responsibilities, administrative or medical staff mandated trainings, and other responsibilities assigned by the medical staff or by management.

Administrative Time Allocation. Administrative Time Allocation is the time spent conducting Administrative Responsibilities.

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.

Clinical Time Allocation. Clinical Time Allocation is the time spent providing Direct Patient Care or time spent doing special projects as defined by the Chief Medical Officer or designee.

Providers will be assigned Clinical and Administrative time based on his/her Classification as follows:

Ambulatory Care Provider - Exempt

1. Clinical Time Allocation.
 - a. Providers in this classification will be scheduled weekly.
 - b. Providers working a full time schedule in this classification will work thirty-six (36) hours of scheduled clinical time.

SECTION 6 - DAYS AND HOURS OF WORK

- c. Clinical time and salaries for Providers working less than full time in this classification will be pro-rated as follows:
 - i. Providers working 87.5% time will work 32 hours of scheduled clinical time.
 - ii. Providers working 77.5% time will work 28 hours of scheduled clinical time.
 - iii. Providers working 65% time will work 24 hours of scheduled clinical time.
 - iv. Providers working 55% time will work 20 hours of scheduled clinical time.
 - d. Ambulatory Care Providers must work one (1) weeknight clinic if assigned, per month. Providers will not be assigned to weeknight clinics until the County has attempted to staff the weeknight clinic first with volunteers or overtime assignments. "Weeknight" for the purpose of this section is defined as Monday – Thursday. Ambulatory Care Providers whose weekly scheduled clinical time in a month includes weeknight clinics are not required by this section to work an additional weeknight clinic during that month. Additionally, Ambulatory Care Providers whose weekly scheduled clinical time includes more than one weeknight clinic are not permitted to reduce their weeknight clinic assignments under this section without the prior approval of the Chief Medical Officer (CMO) or designee.
2. Administrative Time Allocation.
- a. Providers working full time (36 hours clinical) will receive four (4) hours of administrative time.
 - b. Administrative time for Providers working less than full time will be pro-rated as follows:
 - i. Providers working 87.5% time (32 hours clinical) will receive 3 hours of administrative time.
 - ii. Providers working 77.5% time (28 hours clinical) will receive 3 hours of administrative time.
 - iii. Providers working 65% time (24 hours clinical) will receive 2 hours of administrative time.
 - iv. Providers working 55% time (20 hours clinical) will receive 2 hours of administrative time.
 - c. Failure to maintain compliance with regulatory requirements, medical staff bylaws, or administrative policy requirements may result in a reassignment of administrative time to direct patient care time as follows: The Provider must be given a written first notice of the acts of noncompliance along with instructions on what steps must be taken to achieve compliance. The timeline to achieve compliance shall be included in the notice. If the Provider after that time period is not able to achieve compliance, then the Provider will be provided a second written notice. That notice shall include notice of reassignment of administrative time to direct patient care time and appeal rights. The Provider may appeal within five (5) business days of receipt of the second written notice by submitting a written request to the CMO (or designee) to contest the findings or timeline. The CMO (or designee) shall review the appeal from the Provider and issue a final determination on the findings within ten (10) business days. If the Provider does not appeal, or if

SECTION 6 - DAYS AND HOURS OF WORK

the CMO (or designee) denies the appeal, the Provider will have administrative time reassigned to direct patient care time for one month for each notice of noncompliance.

- d. Providers are expected to fulfill all of their administrative responsibilities associated with their work assignment regardless of how long they take to complete.

Dentist - Exempt

1. Clinical Time Allocation.

- a. Providers in this classification will be scheduled weekly.
- b. Providers working a full time schedule in this classification will work thirty-six (36) hours of scheduled clinical time. The required clinical time will consist of a minimum of nine (9) qualifying clinic blocks.
- c. Clinical time and salaries for Providers working less than full time in this classification will be pro-rated as follows:
 - i. Providers working 87.5% time will work 32 hours of scheduled clinical time.
 - ii. Providers working 77.5% time will work 28 hours of scheduled clinical time.
 - iii. Providers working 65% time will work 24 hours of scheduled clinical time.
 - iv. Providers working 55% time will work 20 hours of scheduled clinical time.

2. Administrative Time Allocation.

- a. Providers working full time (36 hours clinical) will receive four (4) hours of administrative time.
- b. Administrative time for Providers working less than full time will be pro-rated as follows:
 - i. Providers working 87.5% time (32 hours clinical) will receive 3 hours of administrative time.
 - ii. Providers working 77.5% time (28 hours clinical) will receive 3 hours of administrative time.
 - iii. Providers working 65% time (24 hours clinical) will receive 2 hours of administrative time.
 - iv. Providers working 55% time (20 hours clinical) will receive 2 hours of administrative time.
- c. Failure to maintain compliance with regulatory requirements, medical staff bylaws, or administrative policy requirements may result in a reassignment of administrative time to direct patient care time as follows: The Provider must be given a written first notice of the acts of noncompliance along with instructions on what steps must be taken to achieve compliance. The timeline to achieve compliance shall be included in the notice. If the Provider after that time period is not able to achieve compliance, then the Provider will be provided a second written notice. That notice shall include notice of reassignment of administrative time to direct patient care time and appeal rights. The Provider may appeal within five (5) business days of receipt of the second written notice by submitting a written request to the CMO (or

SECTION 6 - DAYS AND HOURS OF WORK

designee) to contest the findings or timeline. The CMO (or designee) shall review the appeal from the Provider and issue a final determination on the findings within ten (10) business days. If the Provider does not appeal, or if the CMO (or designee) denies the appeal, the Provider will have administrative time reassigned to direct patient care time for one month for each notice of noncompliance.

- d. Providers are expected to fulfill all of their administrative responsibilities associated with their work assignment regardless of how long they take to complete.

Emergency Medicine - Exempt

1. Clinical Time Allocation.

- a. Providers in this classification will be scheduled monthly.
- b. Providers working a full time schedule in this classification will work thirty-two (32) hours of scheduled clinical time per week, averaged over the period of one (1) month.
- c. Holidays, days, nights, and weekend shifts must be shared equitably between all providers in this classification.

2. Administrative Time Allocation.

- a. Providers working full-time, which is 40 position hours (32 hours clinical), will receive eight (8) hours of administrative time.
- b. Administrative time for Providers working less than full time will be pro-rated as follows:
 - i. Providers working 34-39 position hours will receive 6 hours of administrative time.
 - ii. Providers working 28-33 position hours will receive 4 hours of administrative time.
 - iii. Providers working less than 28 position hours will receive no administrative time.
- c. Failure to maintain compliance with regulatory requirements, medical staff bylaws, or administrative policy requirements may result in a reassignment of administrative time to direct patient care time as follows: The Provider must be given a written first notice of the acts of noncompliance along with instructions on what steps must be taken to achieve compliance. The timeline to achieve compliance shall be included in the notice. If the Provider after that time period is not able to achieve compliance, then the Provider will be provided a second written notice. That notice shall include notice of reassignment of administrative time to direct patient care time and appeal rights. The Provider may appeal within five (5) business days of receipt of the second written notice by submitting a written request to the CMO (or designee) to contest the findings or timeline. The CMO (or designee) shall review the appeal from the Provider and issue a final determination on the findings within ten (10) business days. If the Provider does not appeal, or if the CMO (or designee) denies the appeal, the Provider will have administrative time reassigned to direct patient care time for one month for each notice of noncompliance.

SECTION 6 - DAYS AND HOURS OF WORK

- d. Providers are expected to fulfill all of their administrative responsibilities associated with their work assignment regardless of how long they take to complete.

Hospitalist - Exempt

1. Clinical Time Allocation.
 - a. Providers in this classification will be scheduled monthly.
 - b. Providers working a full time schedule in this classification will work thirty-six (36) hours of scheduled clinical time per week, averaged over the period of one (1) month.
 - c. Clinical time and salaries for Providers working less than full time in this classification will be pro-rated as follows:
 - i. Providers working 87.5% time will work 32 hours of scheduled clinical time.
 - ii. Providers working 77.5% time will work 28 hours of scheduled clinical time.
 - iii. Providers working 65% time will work 24 hours of scheduled clinical time.
 - iv. Providers working 55% time will work 20 hours of scheduled clinical time.
 - d. Holidays, days, nights, and weekend shifts must be shared equitably between all providers in this classification.
 - e. Clinic shifts may be substituted for hospital shifts with prior approval of administration.
2. Administrative Time Allocation.
 - a. Providers working full time (36 hours clinical) will receive four (4) hours of administrative time.
 - b. Administrative time for Providers working less than full time will be pro-rated as follows:
 - i. Providers working 87.5% time (32 hours clinical) will receive 3 hours of administrative time.
 - ii. Providers working 77.5% time (28 hours clinical) will receive 3 hours of administrative time.
 - iii. Providers working 65% time (24 hours clinical) will receive 2 hours of administrative time.
 - iv. Providers working 55% time (20 hours clinical) will receive 2 hours of administrative time.
 - c. Failure to maintain compliance with regulatory requirements, medical staff bylaws, or administrative policy requirements may result in a reassignment of administrative time to direct patient care time as follows: The Provider must be given a written first notice of the acts of noncompliance along with instructions on what steps must be taken to achieve compliance. The timeline to achieve compliance shall be included in the notice. If the Provider after that time period is not able to achieve compliance, then the Provider will be provided a second written notice. That notice shall include notice of reassignment of administrative time to direct patient care time and appeal rights. The Provider may appeal within five (5) business days of receipt of the

SECTION 6 - DAYS AND HOURS OF WORK

second written notice by submitting a written request to the CMO (or designee) to contest the findings or timeline. The CMO (or designee) shall review the appeal from the Provider and issue a final determination on the findings within ten (10) business days. If the Provider does not appeal, or if the CMO (or designee) denies the appeal, the Provider will have administrative time reassigned to direct patient care time for one month for each notice of noncompliance.

- d. Providers are expected to fulfill all of their administrative responsibilities associated with their work assignment regardless of how long they take to complete.

Obstetrics & Gynecology (OBGYN) – Full Spectrum - Exempt

Employees in this classification are Board certified/Board eligible in OBGYN or will become Board certified in OBGYN, within three years from either the date of hire for new hires or within three years from the date this MOU is signed for current employees. Employees No. 45883, 45884, and 64602 are grandfathered into the classification.

1. Clinical Time Allocation.

- a. Providers in this classification will be scheduled monthly.
- b. Providers working a full time schedule in this classification will work thirty-six (36) hours of scheduled clinical time per week, averaged over the period of one (1) month.
- c. Clinical time for providers working less than full time in this classification will be pro-rated as follows:
 - i. Providers working 87.5% time will work 32 hours of scheduled clinical time weekly.
 - ii. Providers working 77.5% time will work 28 hours of scheduled clinical time weekly.
 - iii. Providers working 65% time will work 24 hours of scheduled clinical time weekly.
 - iv. Providers working 55% time will work 20 hours of scheduled clinical time weekly.

2. Administrative Time Allocation.

- a. Providers working full time (36 hours clinical) will receive four (4) hours of administrative time.
- b. Administrative time for Providers working less than full time will be pro-rated as follows:
 - i. Providers working 87.5% time (32 hours clinical) will receive 3 hours of administrative time.
 - ii. Providers working 77.5% time (28 hours clinical) will receive 3 hours of administrative time.
 - iii. Providers working 65% time (24 hours clinical) will receive 2 hours of administrative time.
 - iv. Providers working 55% time (20 hours clinical) will receive 2 hours of administrative time.
- c. Failure to maintain compliance with regulatory requirements, medical staff bylaws, or administrative policy requirements may result in a reassignment of

SECTION 6 - DAYS AND HOURS OF WORK

administrative time to direct patient care time as follows: The Provider must be given a written first notice of the acts of noncompliance along with instructions on what steps must be taken to achieve compliance. The timeline to achieve compliance shall be included in the notice. If the Provider after that time period is not able to achieve compliance, then the Provider will be provided a second written notice. That notice shall include notice of reassignment of administrative time to direct patient care time and appeal rights. The Provider may appeal within five (5) business days of receipt of the second written notice by submitting a written request to the CMO (or designee) to contest the findings or timeline. The CMO (or designee) shall review the appeal from the Provider and issue a final determination on the findings within ten (10) business days. If the Provider does not appeal, or if the CMO (or designee) denies the appeal, the Provider will have administrative time reassigned to direct patient care time for one month for each notice of noncompliance.

- d. Providers are expected to fulfill all of their administrative responsibilities associated with their work assignment regardless of how long they take to complete.

Obstetrics & Gynecology (OBGYN) – Family Medicine with Focus in Advanced Obstetrics - Exempt

Employees in this classification are Board certified in Family Medicine with post residency training and/or experience in obstetrics as approved by Chief Medical Officer or designee.

1. Clinical Time Allocation.
 - a. Providers in this classification will be scheduled monthly.
 - b. Providers working a full time schedule in this classification will work thirty-six (36) hours of scheduled clinical time per week, averaged over the period of one (1) month.
 - c. Clinical time for Providers working less than full time in this classification will be pro-rated as follows:
 - i. Providers working 87.5% time will work 32 hours of scheduled clinical time weekly.
 - ii. Providers working 77.5% time will work 28 hours of scheduled clinical time weekly.
 - iii. Providers working 65% time will work 24 hours of scheduled clinical time weekly.
 - iv. Providers working 55% time will work 20 hours of scheduled clinical time weekly.
2. Administrative Time Allocation.
 - a. Providers working full time (36 hours clinical) will receive four (4) hours of administrative time.
 - b. Administrative time for Providers working less than full time will be pro-rated as follows:
 - i. Providers working 87.5% time (32 hours clinical) will receive 3 hours of administrative time.

SECTION 6 - DAYS AND HOURS OF WORK

- ii. Providers working 77.5% time (28 hours clinical) will receive 3 hours of administrative time.
 - iii. Providers working 65% time (24 hours clinical) will receive 2 hours of administrative time.
 - iv. Providers working 55% time (20 hours clinical) will receive 2 hours of administrative time.
- c. Failure to maintain compliance with regulatory requirements, medical staff bylaws, or administrative policy requirements may result in a reassignment of administrative time to direct patient care time as follows: The Provider must be given a written first notice of the acts of noncompliance along with instructions on what steps must be taken to achieve compliance. The timeline to achieve compliance shall be included in the notice. If the Provider after that time period is not able to achieve compliance, then the Provider will be provided a second written notice. That notice shall include notice of reassignment of administrative time to direct patient care time and appeal rights. The Provider may appeal within five (5) business days of receipt of the second written notice by submitting a written request to the CMO (or designee) to contest the findings or timeline. The CMO (or designee) shall review the appeal from the Provider and issue a final determination on the findings within ten (10) business days. If the Provider does not appeal, or if the CMO (or designee) denies the appeal, the Provider will have administrative time reassigned to direct patient care time for one month for each notice of noncompliance.
- d. Providers are expected to fulfill all of their administrative responsibilities associated with their work assignment regardless of how long they take to complete.

Optometrist - Exempt

Clinical Time Allocation.

- a. Providers in this classification will be scheduled weekly.
- b. Providers working in this classification will work forty (40) hours of scheduled clinical time per week in refraction clinics.

Oral Surgeon - Exempt

Clinical Time Allocation.

- a. Providers in this classification will be scheduled weekly.
- b. Providers working a 40 hour weekly schedule in this classification will work forty (40) hours of scheduled patient-facing clinical time.
- c. The required clinical time will consist of ten (10) clinic or Operating Room blocks per week.
- d. Provider is required to be on-call for 15 days per month, including 2 weekends per month.

SECTION 6 - DAYS AND HOURS OF WORK

Pathologist - Exempt

Clinical Time Allocation.

- a. Providers in this classification will be scheduled weekly.
- b. Providers working in this classification will work forty (40) hours of scheduled clinical time per week.
- c. All clinical on-call shifts (including: holidays, days, nights, and weekends) must be shared equitably between all Providers in this classification. Payment for this duty is included in this classification's base pay.
- d. Call back pay is not included in base pay.

Pediatrician – Ambulatory - Exempt

1. Clinical Time Allocation.

- a. Providers in this classification will be scheduled weekly.
- b. Providers working a full time schedule in this classification will work thirty-six (36) hours of scheduled clinical time. The required clinical time will consist of a minimum of seven (7) pediatric designated clinic blocks.
- c. Hospital shifts or special projects time may be substituted for clinic shifts with prior approval of the CMO.
- d. In the event that the CMO assigns a bargaining unit employee in a pediatric ambulatory position to hospital shifts, that employee may be placed on a monthly schedule, with mutual agreement of the provider and the CMO.
- e. Clinical time and salaries for Providers working less than full time in this classification will be pro-rated as follows:
 - i. Providers working 87.5% time will work 32 hours of scheduled clinical time.
 - ii. Providers working 77.5% time will work 28 hours of scheduled clinical time.
 - iii. Providers working 65% time will work 24 hours of scheduled clinical time.
 - iv. Providers working 55% time will work 20 hours of scheduled clinical time.
- f. Providers must work one (1) weeknight clinic if assigned, per month. Providers will not be assigned to weeknight clinics until the County has attempted to staff the weeknight clinic first with volunteers or overtime assignments. "Weeknight" for the purpose of this section is defined as Monday – Thursday. Providers whose weekly scheduled clinical time in a month includes weeknight clinics are not required by this section to work an additional weeknight clinic during that month. Additionally, Providers whose weekly scheduled clinical time includes more than one weeknight clinic are not permitted to reduce their weeknight clinic assignments under this section.

2. Administrative Time Allocation.

- a. Providers working full time (36 hours clinical) will receive four (4) hours of administrative time.
- b. Administrative time for Providers working less than full time will be pro-rated as follows:

SECTION 6 - DAYS AND HOURS OF WORK

- i. Providers working 87.5% time (32 hours clinical) will receive 3 hours of administrative time.
 - ii. Providers working 77.5% time (28 hours clinical) will receive 3 hours of administrative time.
 - iii. Providers working 65% time (24 hours clinical) will receive 2 hours of administrative time.
 - iv. Providers working 55% time (20 hours clinical) will receive 2 hours of administrative time.
 - c. Failure to maintain compliance with regulatory requirements, medical staff bylaws, or administrative policy requirements may result in a reassignment of administrative time to direct patient care time as follows: The Provider must be given a written first notice of the acts of noncompliance along with instructions on what steps must be taken to achieve compliance. The timeline to achieve compliance shall be included in the notice. If the Provider after that time period is not able to achieve compliance, then the Provider will be provided a second written notice. That notice shall include notice of reassignment of administrative time to direct patient care time and appeal rights. The Provider may appeal within five (5) business days of receipt of the second written notice by submitting a written request to the CMO (or designee) to contest the findings or timeline. The CMO (or designee) shall review the appeal from the Provider and issue a final determination on the findings within ten (10) business days. If the Provider does not appeal, or if the CMO (or designee) denies the appeal, the Provider will have administrative time reassigned to direct patient care time for one month for each notice of noncompliance.
 - d. Providers are expected to fulfill all of their administrative responsibilities associated with their work assignment regardless of how long they take to complete.

Pediatrician – Hospital – Exempt

1. Clinical Time Allocation.
 - a. Providers in this classification will be scheduled monthly.
 - b. Providers working a full time schedule in this classification will work thirty-six (36) hours of scheduled clinical time in the hospital or nursery per week, averaged over the period of one (1) month.
 - c. The expectation is that holidays, days, nights, and weekend shifts will be shared equitably between all providers in this classification.
 - d. Clinic Shifts may be substituted for hospital shifts with prior approval of Chief Medical Officer or designee.
 - e. Clinical time and salaries for Providers working less than full time in this classification will be pro-rated as follows:
 - i. Providers working 87.5% time will work 32 hours of scheduled clinical time.
 - ii. Providers working 77.5% time will work 28 hours of scheduled clinical time.
 - iii. Providers working 65% time will work 24 hours of scheduled clinical time.

SECTION 6 - DAYS AND HOURS OF WORK

- iv. Providers working 55% time will work 20 hours of scheduled clinical time.
2. Administrative Time Allocation.
 - a. Providers working full time (36 hours clinical) will receive four (4) hours of administrative time.
 - b. Administrative time for Providers working less than full time will be pro-rated as follows:
 - i. Providers working 87.5% time (32 hours clinical) will receive 3 hours of administrative time.
 - ii. Providers working 77.5% time (28 hours clinical) will receive 3 hours of administrative time.
 - iii. Providers working 65% time (24 hours clinical) will receive 2 hours of administrative time.
 - iv. Providers working 55% time (20 hours clinical) will receive 2 hours of administrative time.
 - c. Failure to maintain compliance with regulatory requirements, medical staff bylaws, or administrative policy requirements may result in a reassignment of administrative time to direct patient care time as follows: The Provider must be given a written first notice of the acts of noncompliance along with instructions on what steps must be taken to achieve compliance. The timeline to achieve compliance shall be included in the notice. If the Provider after that time period is not able to achieve compliance, then the Provider will be provided a second written notice. That notice shall include notice of reassignment of administrative time to direct patient care time and appeal rights. The Provider may appeal within five (5) business days of receipt of the second written notice by submitting a written request to the CMO (or designee) to contest the findings or timeline. The CMO (or designee) shall review the appeal from the Provider and issue a final determination on the findings within ten (10) business days. If the Provider does not appeal, or if the CMO (or designee) denies the appeal, the Provider will have administrative time reassigned to direct patient care time for one month for each notice of noncompliance.
 - d. Providers are expected to fulfill all of their administrative responsibilities associated with their work assignment regardless of how long they take to complete.

Primary Care Provider - Exempt

1. Clinical Time Allocation.
 - a. Providers in this classification will be scheduled weekly.
 - b. Providers working a full time schedule in this classification will work thirty-six (36) hours of scheduled clinical time. The required clinical time will consist of a minimum of seven (7) qualifying clinic blocks.
 - c. Clinical time and salaries for Providers working less than full time in this classification will be pro-rated as follows:
 - i. Providers working 87.5% time will work 32 hours of scheduled clinical time.

SECTION 6 - DAYS AND HOURS OF WORK

- ii. Providers working 77.5% time will work 28 hours of scheduled clinical time.
- iii. Providers working 65% time will work 24 hours of scheduled clinical time.
- iv. Providers working 55% time will work 20 hours of scheduled clinical time.

A minimum of seven (7) qualifying clinic blocks for any Provider working 87.5% in this classification is required to remain in this classification. A minimum of six (6) qualifying blocks for any Provider working 77.5% in this classification is required to remain in this classification. A minimum of five (5) qualifying blocks for any Provider working 65% or 55% in this classification is required to remain in this classification.

- d. Primary Care Providers must work one (1) weeknight clinic if assigned, per month. Providers will not be assigned to weeknight clinics until the County has attempted to staff the weeknight clinic first with volunteers or overtime assignments. "Weeknight" for the purpose of this section is defined as Monday – Thursday. Primary Care Providers whose weekly scheduled clinical time in a month includes weeknight clinics are not required by this section to work an additional weeknight clinic during that month. Additionally, Primary Care Providers whose weekly scheduled clinical time includes more than one weeknight clinic are not permitted to reduce their weeknight clinic assignments under this section.

2. Administrative Time Allocation.

- a. Providers working full time (36 hours clinical) will receive four (4) hours of administrative time.
- b. Administrative time for Providers working less than full time will be pro-rated as follows:
 - i. Providers working 87.5% time (32 hours clinical) will receive 3 hours of administrative time.
 - ii. Providers working 77.5% time (28 hours clinical) will receive 3 hours of administrative time.
 - iii. Providers working 65% time (24 hours clinical) will receive 2 hours of administrative time.
 - iv. Providers working 55% time (20 hours clinical) will receive 2 hours of administrative time.
- c. Failure to maintain compliance with regulatory requirements, medical staff bylaws, or administrative policy requirements may result in a reassignment of administrative time to direct patient care time as follows: The Provider must be given a written first notice of the acts of noncompliance along with instructions on what steps must be taken to achieve compliance. The timeline to achieve compliance shall be included in the notice. If the Provider after that time period is not able to achieve compliance, then the Provider will be provided a second written notice. That notice shall include notice of reassignment of administrative time to direct patient care time and appeal rights. The Provider may appeal within five (5) business days of receipt of the second written notice by submitting a written request to the CMO (or designee) to contest the findings or timeline. The CMO (or designee) shall

SECTION 6 - DAYS AND HOURS OF WORK

review the appeal from the Provider and issue a final determination on the findings within ten (10) business days. If the Provider does not appeal, or if the CMO (or designee) denies the appeal, the Provider will have administrative time reassigned to direct patient care time for one month for each notice of noncompliance.

- d. Providers are expected to fulfill all of their administrative responsibilities associated with their work assignment regardless of how long they take to complete.
3. **Qualifying Clinics include the following:**
- a. Adult Medicine
 - b. Family Practice
 - c. Language Specific
 - d. Positive Health (HIV)
 - e. Perioperative
 - f. Med-Pain
 - g. Detention
 - h. Special Projects Qualifying

Clinics may be added or removed (due to a clinic no longer being needed or offered as determined by the County) from this list at Management's discretion. Providers who have a qualifying clinic(s) that is eliminated from the list above will be able to add another qualifying clinic(s) from the list to maintain their status in the Primary Care Provider classification.

Primary Care Provider – Limited (Hired before November 1, 2019) - Exempt

1. **Clinical Time Allocation.**
 - a. Providers in this classification will be scheduled weekly.
 - b. Providers working a full time schedule in this classification will work thirty-six (36) hours of scheduled clinical time. The required clinical time will consist of a minimum of five (5) qualifying clinic blocks.
 - c. Clinical time and salaries for Providers working less than full time in this classification will be pro-rated as follows:
 - i. Providers working 87.5% time will work 32 hours of scheduled clinical time.
 - ii. Providers working 77.5% time will work 28 hours of scheduled clinical time.
 - iii. Providers working 65% time will work 24 hours of scheduled clinical time.
 - iv. Providers working 55% time will work 20 hours of scheduled clinical time.

A minimum of five (5) qualifying clinic blocks for any Provider working in this classification is required to remain in this classification.
 - d. Notwithstanding Exhibit C, Providers in this classification will not be required to work more than five (5) qualifying clinic blocks per week. Management retains all other rights to involuntarily change assignments as set forth in Exhibit C.

SECTION 6 - DAYS AND HOURS OF WORK

- e. Primary Care Providers–Limited must work one (1) weeknight clinic if assigned, per month. Providers will not be assigned to weeknight clinics until the County has attempted to staff the weeknight clinic first with volunteers or overtime assignments. “Weeknight” for the purpose of this section is defined as Monday – Thursday. Primary Care Providers whose weekly scheduled clinical time in a month includes weeknight clinics are not required by this section to work an additional weeknight clinic during that month. Additionally, Primary Care Providers whose weekly scheduled clinical time includes more than one weeknight clinic are not permitted to reduce their weeknight clinic assignments under this section without the prior approval of the CMO or designee.
2. Administrative Time Allocation.
- a. Providers working full time (36 hours clinical) will receive four (4) hours of administrative time.
 - b. Administrative time for Providers working less than full time will be pro-rated as follows:
 - i. Providers working 87.5% time (32 hours clinical) will receive 3 hours of administrative time.
 - ii. Providers working 77.5% time (28 hours clinical) will receive 3 hours of administrative time.
 - iii. Providers working 65% time (24 hours clinical) will receive 2 hours of administrative time.
 - iv. Providers working 55% time (20 hours clinical) will receive 2 hours of administrative time.
 - c. Failure to maintain compliance with regulatory requirements, medical staff bylaws, or administrative policy requirements may result in a reassignment of administrative time to direct patient care time as follows: The Provider must be given a written first notice of the acts of noncompliance along with instructions on what steps must be taken to achieve compliance. The timeline to achieve compliance shall be included in the notice. If the Provider after that time period is not able to achieve compliance, then the Provider will be provided a second written notice. That notice shall include notice of reassignment of administrative time to direct patient care time and appeal rights. The Provider may appeal within five (5) business days of receipt of the second written notice by submitting a written request to the CMO (or designee) to contest the findings or timeline. The CMO (or designee) shall review the appeal from the Provider and issue a final determination on the findings within ten (10) business days. If the Provider does not appeal, or if the CMO (or designee) denies the appeal, the Provider will have administrative time reassigned to direct patient care time for one month for each notice of noncompliance.
 - d. Providers are expected to fulfill all of their administrative responsibilities associated with their work assignment regardless of how long they take to complete.
3. Opt-in Period for Primary Care Provider–Limited Classification.
- a. Providers currently scheduled for fewer than five (5) qualifying clinic blocks can choose to modify their schedules to qualify for placement in the Primary

SECTION 6 - DAYS AND HOURS OF WORK

Care Provider-Limited classification within sixty (60) days of ratification of the MOU.

- b. The Department will have six (6) months to place the Provider in a Limited group qualifying schedule. Providers requesting to opt-in to the Limited classification shall remain classified as Ambulatory Care Providers (and receive compensation under the salary schedule for Ambulatory Care Provider) until their qualifying schedule for Primary Care Provider–Limited status is implemented. After six (6) months, the Provider will automatically be transferred into the Limited group and shall receive compensation as a Limited group Provider.
 - c. Providers who miss the deadline to opt-in to the Limited classification will still have the option of moving to the Primary Care classification in accordance with the Primary Care classification job expectations.
 - d. This election section is limited to the successor MOU following the 2008-2016 MOU.
4. **Qualifying Clinics include the following:**
- a. Adult Medicine
 - b. Family Practice
 - c. Language Specific
 - d. Positive Health (HIV)
 - e. Perioperative
 - f. Hematology-Oncology
 - g. Neurology
 - h. Med-Pain
 - i. Detention
 - j. Special Projects Qualifying

Clinics may be added or removed (due to a clinic no longer being needed or offered as determined by the County) from this list at Management’s discretion. Providers who have a qualifying clinic(s) that is eliminated from the list above will be able to add another qualifying clinic(s) from the list to maintain their status in the Primary Care Provider–Limited classification.

Psychiatrist – Adult - Exempt

Clinical Time Allocation.

- a. Ambulatory providers in this classification will be scheduled weekly.
- b. Hospital providers in this classification will be scheduled monthly.
- c. Providers working a full time schedule in this classification will work forty (40) hours weekly of scheduled clinical time.
- d. Providers must work one (1) weeknight clinic if assigned, per month. Providers will not be assigned to weeknight clinics until the County has attempted to staff the weeknight clinic first with volunteers or overtime assignments. “Weeknight” for the purpose of this section is defined as Monday – Thursday. Providers whose weekly scheduled clinical time in a month includes weeknight clinics are not required by this section to work an additional weeknight clinic during that month. Additionally, Providers whose

SECTION 6 - DAYS AND HOURS OF WORK

weekly scheduled clinical time includes more than one weeknight clinic are not permitted to reduce their weeknight clinic assignments under this section.

Psychiatrist – Pediatric - Exempt

Clinical Time Allocation.

- a. Ambulatory providers in this classification will be scheduled weekly.
- b. Hospital providers in this classification will be scheduled monthly.
- c. Providers working a full time schedule in this classification will work forty (40) hours weekly of scheduled clinical time.
- d. Providers must work one (1) weeknight clinic if assigned, per month. Providers will not be assigned to weeknight clinics until the County has attempted to staff the weeknight clinic first with volunteers or overtime assignments. "Weeknight" for the purpose of this section is defined as Monday – Thursday. Providers whose weekly scheduled clinical time in a month includes weeknight clinics are not required by this section to work an additional weeknight clinic during that month. Additionally, Providers whose weekly scheduled clinical time includes more than one weeknight clinic are not permitted to reduce their weeknight clinic assignments under this section.

Psychiatrist – PES/Detention - Exempt

Clinical Time Allocation.

- a. Providers working in this classification will be scheduled monthly.
- b. Providers working full time in this classification will work forty (40) hours of scheduled clinical time per week.

Resident

Expectation of work will be in accordance with the Residency Director and Accreditation Council for Graduate Medical Education (ACGME) requirements.

6.9 Increase in Hours. 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.

SECTION 7 - HOLIDAYS

6.10 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.

6.11 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

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.
- C. Employees who are scheduled monthly shall have their obligate hours reduced by the number of holiday hours each month. Employees who are scheduled monthly and who work on any County observed holiday (as specified in Section 7.1.A), shall have those hours worked on the holiday count towards the employee's designated

position hours for that month.

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

SECTION 7 - HOLIDAYS

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 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)

SECTION 8 - VACATION LEAVE

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 5.6 – Compensation for Portion of Month. 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 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.

SECTION 9 - SICK LEAVE

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> | Monthly Accrual <u>Hours</u> | Maximum Cumulative <u>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 unit members 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 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.

SECTION 9 - SICK LEAVE

- 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 limitations 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.
 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 a statement that the absence is due to a medical condition 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.

SECTION 9 - SICK LEAVE

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 regarding the sick leave claim and duration.
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.
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 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, 2008, the percentage of regular monthly salary for employees entitled to Workers' Compensation shall be seventy-five percent (75%). If

SECTION 9 - SICK LEAVE

Workers' Compensation becomes taxable, the parties shall meet and confer with respect to the salary continuation and funding of 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 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

SECTION 10 - LEAVE OF ABSENCE

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. 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.
- F. 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

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 = $8 [1 - (\$960 \div \$1,667)]$

C = $8 [1 - (.5758)]$

C = $8 (.4242)$

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.

9.8 State Disability Insurance. Upon notification from PDOCC of the bargaining unit decision to participate in the California State Disability Insurance (SDI) program, the County will work with PDOCC to facilitate participation.

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

SECTION 10 - LEAVE OF ABSENCE

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;
 - 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.

SECTION 10 - LEAVE OF ABSENCE

- 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.

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.

SECTION 10 - LEAVE OF ABSENCE

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.

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;

SECTION 10 - LEAVE OF ABSENCE

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.

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.

SECTION 10 - LEAVE OF ABSENCE

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 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

SECTION 11 - JURY DUTY AND WITNESS DUTY

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 5.6 - 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. Unit members with six (6) years or more of service credit may take up to 120 calendar days of unpaid leave of absence every six (6) years, if an appropriate fill-in provider is available to assume the unit member'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.

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.

SECTION 11 - JURY DUTY AND WITNESS DUTY

- 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 "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

SECTION 12 – MEDICAL, DENTAL & LIFE INSURANCE

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.

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 – MEDICAL, DENTAL & LIFE INSURANCE

12.1 Health Plan Coverages. The County will provide medical and dental coverage for permanent employees regularly scheduled to work twenty (20) or more hours per week and for their eligible family members, expressed in one of the Medical 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
- d. Delta Dental

Medical Plans:

All employees have access to the following medical plans:

- 1. CCHP Plan A & Plan B
- 2. Kaiser Permanente Plan A & Plan B
- 3. Health Net HMO Plan A & Plan B
- 4. Health Net PPO Plan A
- 5. Kaiser High Deductible Health Plan

Health Net PPO Plan B was eliminated for all employees beginning January 1, 2018.

In the event that one of the medical plans listed above meets the criteria for a high cost employer-sponsored health plan that may be subject to an excise penalty (a.k.a. Cadillac Tax) under the federal Patient Protection and Affordable Care Act (“ACA”) (42 U.S.C. § 18081), the Joint Labor/Management Benefit Committee will meet to consider plan design and other changes in an effort to mitigate the negative impact of the excise penalty. If the Committee is unable to make sufficient plan changes and the plan(s) continue to meet the criteria for high cost employer-sponsored health plan(s), such plan(s) will be eliminated for all employees.

12.2 County Health and Dental Plan Monthly Premium Subsidy:

- A. County Premium Subsidy: The amount of the County subsidy that is paid for employees and eligible family members is a set dollar amount and is not a

SECTION 12 – MEDICAL, DENTAL & LIFE INSURANCE

percentage of the premium charged by the plan. The County will pay the following monthly premium subsidy:

| <u>Health & Dental Plans</u> | <u>Employee</u> | <u>Employee +1 Dependent</u> | <u>Employee +2 or More Dependents</u> |
|--|------------------------|---|--|
| Contra Costa Health Plans (CCHP), Plan A | \$600.51 | \$1,430.76 | \$1,430.76 |
| Contra Costa Health Plans (CCHP), Plan B | \$611.34 | \$1,452.65 | \$1,452.65 |
| Kaiser Permanente Health Plans | \$614.78 | \$1,432.42 | \$1,432.42 |
| Health Net HMO Plans | \$853.92 | \$2,094.74 | \$2,094.74 |
| Health Net PPO Plans | \$753.81 | \$753.81 | \$1,790.70 |
| Delta Dental PPO with CCHP A or B | \$41.60 | \$93.72 | \$93.72 |
| Delta Dental PPO with Kaiser or Health Net | \$33.11 | \$74.59 | \$74.59 |
| Delta Dental PPO without a Health Plan | \$42.44 | \$95.62 | \$95.62 |
| DeltaCare HMO with CCHP A or B | \$28.48 | \$61.55 | \$61.55 |
| DeltaCare HMO with Kaiser or Health Net | \$22.67 | \$48.99 | \$48.99 |
| DeltaCare HMO without a Health Plan | \$29.05 | \$62.80 | \$62.80 |

- B. If the County contracts with a health and/or dental plan provider not listed above, the amount of the premium subsidy that the County will pay to that health and/or dental plan provider for employees and their eligible family members shall not exceed the amount of the premium subsidy that the County would have paid to the former plan provider.
- C. In the event that the County premium subsidy amounts are greater than one hundred percent (100%) of the applicable premium of any medical or dental plan, for any plan year, the County’s contribution will not exceed one hundred percent (100%) of the applicable plan premium.
- D. Joint Labor/Management Benefit Committee.
1. The Unions and County agree to create a Joint Labor/Management Benefit Committee (“Benefit Committee”). The Benefit Committee will be composed of two (2) representatives (not including Union/Association staff) from each Union/Association in the County and Management representatives to be determined. The Benefit Committee replaces the existing Healthcare Oversight Committee. The existing Healthcare Coalition will remain, but may meet quarterly.
 2. The Benefit Committee will convene in order to 1) select a replacement medical or dental plan in the event that a plan listed in this Section 12 is no longer available; 2) design a wellness program; 3) discuss future medical, dental, or vision plan design; or 4) assess the future impact of any excise tax pursuant to the federal Patient Protection and Affordable Care Act (“ACA”) (42 U.S.C. § 18081) on any high cost medical plans offered by the County. If the Benefit Committee is selecting a replacement medical or dental plan for a plan that is no longer available, the selection must be unanimously agreed upon by the Union/Association representatives on the Committee and any such selected plan

SECTION 12 – MEDICAL, DENTAL & LIFE INSURANCE

will be available to employees represented by the Unions and incorporated into their respective MOUs after ratification by each Union/Association.

3. Immediately upon adoption of an overall contract extension package agreement, the County and the Coalition Union/Association Benefit Committee representatives will work together as equal partners to 1) identify a new medical plan carrier to replace Health Net, and 2) explore the costs of CalPERS Health and other plan options including but not limited to the SEIU Taft-Hartley Trust plans as possible future replacements with the goal of beginning with the 2020 plan year. Any replacement plans selected must not increase the County's retiree health costs.
4. The new medical plan carrier that will replace Health Net must include an HMO plan and one plan providing out-of-network provider coverage.
5. Once all nine (9) Coalition Union/Association representatives on the Benefit Committee and the County have agreed on the new medical plan carrier to replace Health Net, the new medical plan will replace Health Net for all Coalition Unions/Associations the following January 1.
6. Each year, County will coordinate a team composed of the County, the County's benefits consultant, and Union/Association Benefit Committee representatives, to work as equal partners to provide input for the annual negotiations with the medical plan providers over the plan premiums for the next plan year. The team will have authority to make information requests, request and observe presentations by the County's healthcare consultant regarding premium rates and ask questions, and help guide the strategy of the County in the annual negotiations.
7. County and Unions/Associations of the Coalition will jointly work to educate employees regarding the cost benefits of lower cost plans, including the Kaiser High Deductible Health Plan.
8. County and Union/Association Benefit Committee representatives will jointly work as equal partners to seek plan design changes across all plans that would reduce costs and improve quality of care.

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

SECTION 12 – MEDICAL, DENTAL & LIFE INSURANCE

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, 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.

SECTION 12 – MEDICAL, DENTAL & LIFE INSURANCE

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.
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 10th of each month, to the Contra Costa County Human Resources Department-Employee Benefits Division. 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.

SECTION 12 – MEDICAL, DENTAL & LIFE INSURANCE

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 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 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 all dental plans:
 - a. Employee's Legal Spouse
 - b. Employee's qualified domestic partner

SECTION 12 – MEDICAL, DENTAL & LIFE INSURANCE

- c. Employee's disabled child who is over age 19, unmarried, and incapable of sustaining employment due to a physical or mental disability that existed prior to the child's attainment of age 19.
2. Delta Dental PPO Only:
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.
3. Delta Care HMO Only – Employee's Child to age 26.
4. "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.

12.5 Dual Coverage:

- A. On and after January 1, 2014, each employee and retiree may be covered only by a single County health (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 12.4, 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 parents are County employees, all of their eligible children may be covered as dependents of either parent, but not both.
- C. For purposes of this Section 12.5 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 Optometrist (VPS7), the dates set forth in subsections A and B do not apply. Instead, this section 12.5 "Dual Coverage" applies effective on and after January 1, 2010. With this exception, all other provisions of section 12.5 apply.

12.6 Medical Plan Cost-Sharing with Active Employees on and after January 1, 2018.

- A. Medical Plan Cost-Sharing for Active Employees for the 2018 Plan Year. For active employees for the plan year that begins on January 1, 2018, the County will pay the

SECTION 12 – MEDICAL, DENTAL & LIFE INSURANCE

monthly premium subsidy for medical plans stated below:

| Medical Plans | Employee | Employee +1 Dependent | Employee +2 or More Dependents |
|--|----------|-----------------------|--------------------------------|
| Contra Costa Health Plans (CCHP), Plan A | \$574.45 | \$1,137.59 | \$1,778.56 |
| Contra Costa Health Plans (CCHP), Plan B | \$598.08 | \$1,165.96 | \$1,882.99 |
| Kaiser Permanente Health Plan A | \$452.41 | \$838.02 | \$1,544.88 |
| Kaiser Permanente Health Plan B | \$463.73 | \$919.05 | \$1,463.45 |
| Health Net HMO Plan A | \$821.30 | \$1,435.26 | \$2,735.98 |
| Health Net HMO Plan B | \$767.68 | \$1,491.54 | \$2,377.76 |
| Health Net PPO Plan A | \$926.10 | \$1,508.34 | \$3,349.90 |
| Kaiser High Deductible Health Plan | \$461.96 | \$946.56 | \$1,432.15 |

B. Medical Plan Cost-Sharing for Active Employees for the 2019 Plan Year. For active employees for the plan year that begins on January 1, 2019, the County will pay the monthly premium subsidy for medical plans stated below:

1. For the Months of January through October:

| Employee Medical Plans | Monthly Premium | County Monthly Premium Subsidy | Employee Monthly Premium Cost |
|--|-----------------|--------------------------------|-------------------------------|
| Contra Costa Health Plans (CCHP), Plan A | \$812.06 | \$608.05 | \$204.01 |
| Contra Costa Health Plans (CCHP), Plan B | \$900.19 | \$635.33 | \$264.86 |
| Kaiser Permanente Health Plan A | \$877.30 | \$499.13 | \$378.17 |
| Kaiser Permanente Health Plan B | \$697.28 | \$500.84 | \$196.44 |
| Health Net HMO Plan A | \$1,677.56 | \$903.74 | \$773.82 |
| Health Net HMO Plan B | \$1,166.55 | \$825.01 | \$341.54 |
| Health Net PPO Plan A | \$2,340.40 | \$1,076.44 | \$1,263.96 |
| Kaiser High Deductible Health Plan | \$559.68 | \$491.83 | \$67.85 |

| Employee +1 Dependent Medical Plans | Monthly Premium | County Monthly Premium Subsidy | Employee Monthly Premium Cost |
|--|-----------------|--------------------------------|-------------------------------|
| Contra Costa Health Plans (CCHP), Plan A | \$1,624.10 | \$1,204.79 | \$419.31 |
| Contra Costa Health Plans (CCHP), Plan B | \$1,800.37 | \$1,240.45 | \$559.92 |
| Kaiser Permanente Health Plan A | \$1,754.60 | \$931.46 | \$823.14 |
| Kaiser Permanente Health Plan B | \$1,394.56 | \$993.28 | \$401.28 |
| Health Net HMO Plan A | \$3,355.12 | \$1,600.14 | \$1,754.98 |
| Health Net HMO Plan B | \$2,333.10 | \$1,606.20 | \$726.90 |
| Health Net PPO Plan A | \$4,680.80 | \$1,809.03 | \$2,871.77 |
| Kaiser High Deductible Health Plan | \$1,119.36 | \$1,006.30 | \$113.06 |

| Employee +2 Dependent Medical Plans | Monthly Premium | County Monthly Premium Subsidy | Employee Monthly Premium Cost |
|--|-----------------|--------------------------------|-------------------------------|
| Contra Costa Health Plans (CCHP), Plan A | \$2,436.18 | \$1,879.37 | \$556.81 |
| Contra Costa Health Plans (CCHP), Plan B | \$2,700.56 | \$1,994.74 | \$705.82 |

SECTION 12 – MEDICAL, DENTAL & LIFE INSURANCE

| | | | |
|------------------------------------|------------|------------|------------|
| Kaiser Permanente Health Plan A | \$2,631.90 | \$1,685.05 | \$946.85 |
| Kaiser Permanente Health Plan B | \$2,091.84 | \$1,574.80 | \$517.04 |
| Health Net HMO Plan A | \$5,032.68 | \$2,983.30 | \$2,049.38 |
| Health Net HMO Plan B | \$3,499.65 | \$2,549.75 | \$949.90 |
| Health Net PPO Plan A | \$7,021.20 | \$3,800.93 | \$3,220.27 |
| Kaiser High Deductible Health Plan | \$1,679.04 | \$1,521.76 | \$157.28 |

2. For the months of November through December:

| Employee Medical Plans | Monthly Premium | County Monthly Premium Subsidy | Employee Monthly Premium Cost |
|--|------------------------|---------------------------------------|--------------------------------------|
| Contra Costa Health Plans (CCHP), Plan A | \$812.06 | \$641.65 | \$170.41 |
| Contra Costa Health Plans (CCHP), Plan B | \$900.19 | \$672.58 | \$227.61 |
| Kaiser Permanente Health Plan A | \$877.30 | \$600.00 | \$277.30 |
| Kaiser Permanente Health Plan B | \$697.28 | \$600.00 | \$97.28 |
| Health Net HMO Plan A | \$1,677.56 | \$986.18 | \$691.38 |
| Health Net HMO Plan B | \$1,166.55 | \$882.34 | \$284.21 |
| Health Net PPO Plan A | \$2,340.40 | \$1,226.79 | \$1,113.61 |
| Kaiser High Deductible Health Plan | \$559.68 | \$559.68 | \$0.00 |

| Employee +1 Dependent Medical Plans | Monthly Premium | County Monthly Premium Subsidy | Employee Monthly Premium Cost |
|--|------------------------|---------------------------------------|--------------------------------------|
| Contra Costa Health Plans (CCHP), Plan A | \$1,624.10 | \$1,271.99 | \$352.11 |
| Contra Costa Health Plans (CCHP), Plan B | \$1,800.37 | \$1,314.95 | \$485.42 |
| Kaiser Permanente Health Plan A | \$1,754.60 | \$1,200.00 | \$554.60 |
| Kaiser Permanente Health Plan B | \$1,394.56 | \$1,200.00 | \$194.56 |
| Health Net HMO Plan A | \$3,355.12 | \$1,765.02 | \$1,590.10 |
| Health Net HMO Plan B | \$2,333.10 | \$1,720.86 | \$612.24 |
| Health Net PPO Plan A | \$4,680.80 | \$2,109.72 | \$2,571.08 |
| Kaiser High Deductible Health Plan | \$1,119.36 | \$1,119.36 | \$0.00 |

| Employee +2 Dependent Medical Plans | Monthly Premium | County Monthly Premium Subsidy | Employee Monthly Premium Cost |
|--|------------------------|---------------------------------------|--------------------------------------|
| Contra Costa Health Plans (CCHP), Plan A | \$2,436.18 | \$1,980.17 | \$456.01 |
| Contra Costa Health Plans (CCHP), Plan B | \$2,700.56 | \$2,106.48 | \$594.08 |
| Kaiser Permanente Health Plan A | \$2,631.90 | \$1,825.00 | \$806.90 |
| Kaiser Permanente Health Plan B | \$2,091.84 | \$1,825.00 | \$266.84 |
| Health Net HMO Plan A | \$5,032.68 | \$3,230.62 | \$1,802.06 |
| Health Net HMO Plan B | \$3,499.65 | \$2,721.74 | \$777.91 |
| Health Net PPO Plan A | \$7,021.20 | \$4,251.97 | \$2,769.23 |
| Kaiser High Deductible Health Plan | \$1,679.04 | \$1,679.04 | \$0.00 |

D. Medical Plan Cost-Sharing for Active Employees on and after January 1, 2020.

SECTION 12 – MEDICAL, DENTAL & LIFE INSURANCE

1. For active employees for the plan year that begins on January 1, 2020, the County will move to a percentage-based cost sharing approach for medical care premium subsidies. The County will pay seventy-five percent (75%) of the total medical plan premium for the Employee and Employee +1 Dependent tiers of the second lowest priced non-deductible HMO plan. The County will pay 76.5% of the total medical plan premium for the Employee +2 or more Dependents tier of the second lowest priced non-deductible HMO plan. These annual calculated dollar amounts will be applied to all plans and tiers as described.
2. For active employees for the plan year that begins on January 1, 2021, the County will pay seventy-eight and a half percent (78.5%) of the total medical plan premium for each tier of the second lowest priced non-deductible HMO plan. This annual calculated amount will be applied to all plans and tiers, except Kaiser Permanente Health Plan B.
3. For active employees for the plan year that begins on January 1, 2022, and each year thereafter, the County will pay eighty percent (80%) of the total medical plan premium for each tier of the second lowest priced non-deductible HMO plan. This annual calculated dollar amount will be applied to all plans and tiers, except Kaiser Permanente Health Plan B.
4. For active employees for the plan year that begins on January 1, 2021, and each year thereafter, for the Kaiser Permanente Health Plan B, employees will pay at least the following share of the total medical plan premium:

| Kaiser Permanente Health Plan B | Employee Monthly Premium Cost |
|---------------------------------|-------------------------------|
| Employee | \$20.00 |
| Employee +1 Dependent | \$40.00 |
| Employee + 2 or More Dependents | \$60.00 |

5. In the event of a reduction in the premium for the second lowest priced non-deductible HMO plan, the County will pay the premium subsidy for medical plans that the County paid in the previous plan year.
- E. Beginning 2022, the County will review technological advancements in the area of benefits administration and consider asking any eligible employee who waives County health insurance to provide proof of other health insurance coverage.

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.

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.

SECTION 12 – MEDICAL, DENTAL & LIFE INSURANCE

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 Voluntary Vision Plan: Beginning with the 2017 plan year, active permanent full-time and active permanent part-time employees will be offered the opportunity to enroll in a voluntary vision plan. Employees will pay the full premium costs of the plan. The County will contract with a provider for a voluntary vision plan with no co-pays. The vision plan is not available to temporary or permanent-intermittent employees.

12.12 Health Savings Account with High Deductible Health Plan: Active employees who are enrolled in the Kaiser Permanente High Deductible Health Plan may select a Health Savings Account (“HSA”) offered through Kaiser Permanente under the following conditions and subject to any other laws, regulations or rules governing HSAs:

1. Only active employees who are enrolled in the Kaiser High Deductible Health Plan may elect to initially enroll in the HSA. The HSA is not available to permanent-intermittent or temporary employees.
2. Employees may only contribute up to the maximum annual contribution rate for HSAs as set forth in the United States Internal Revenue Code.
3. Funds contributed to the HSA are invested as directed by the employee. The County does not provide any recommendations or advice on investment or use of HSA funds.
4. Employees are responsible for paying any HSA account management fees charged by the HSA administrator.
5. The County does not manage or administer the HSAs.

For the 2020 Plan Year and each year thereafter, the County will contribute six hundred and twenty-five dollars (\$625) annually into the HSA for active employees who are enrolled in the Kaiser Permanente High Deductible Health Plan and have an HSA. The contribution will be made with the February 10 pay for the plan year.

12.13 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

SECTION 12 – MEDICAL, DENTAL & LIFE INSURANCE

care) expenses. Any unused balance is forfeited and cannot be recovered by the employee.

12.14 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.

12.15 Prevailing Section: To the extent that any provision of this Section (Section 12 Medical, Dental, & Life Insurance) 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 – Medical, Dental, & Life Insurance) will prevail.

12.16 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.

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

12.18 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 (10th) 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.

12.19 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 (10th) 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 10th 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.

12.20 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.

12.21 Health Benefit Coverage for Employees Not Otherwise Covered. To access County health plans, an employee represented by the PDOCC who is not otherwise eligible for health coverage by the County, must be eligible to receive an offer of coverage from the County under the federal Patient Protection and Affordable Care Act (“ACA”) (42 U.S.C. § 18081). Employees eligible to receive an offer of coverage (and qualified dependents), will be offered access to County health insurance plans. Employees will be responsible for the full premium cost of coverage. This provision is not subject to the grievance process.

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
- 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

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

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,
- 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,

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

- 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.
- 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.

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

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.

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.

SECTION 15 - GRIEVANCE PROCEDURE

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. Discipline appeals utilizing the grievance procedure must be filed within the timeframe set forth in Section 14.6 – Procedure on Dismissal, Suspension, Disciplinary Demotion, or Reduction in Pay. Grievances will 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 grievant seeks. A copy of each written communication on a grievance shall be filed with the Employee Relations Officer or his/her designee. 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 Employee Relations Officer or his/her designee. The Employee Relations Officer 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. If the parties are unable to reach a mutually satisfactory accord on any grievance that is presented at Step 3, the Union may appeal the grievance and request mediation in writing to the Employee Relations Officer or his/her designee within ten (10) work days of

SECTION 15 - GRIEVANCE PROCEDURE

the date of the written response at Step 3. This step of the grievance procedure may be waived by the mutual written agreement of the parties.

Step 5. If a mediator is unable to resolve the grievance at Step 4, 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 Employee Relations Officer or his/her designee. Such request shall be submitted within twenty (20) work days of the conclusion of the mediation. 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 Arbitration Decisions.

- A. Decisions of arbitrators on matters properly before them shall be final and binding on the parties hereto, to the extent permitted by law.
- B. 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.
- 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. No 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 Employee Relations Officer or his/her designee, in pursuance of the procedures outlined in Step 3 or 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 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.

SECTION 16 – RETIREMENT

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 Employee Relations Officer or his/her designee. 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. 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 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

SECTION 17 - EDUCATION REIMBURSEMENT

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.

SECTION 17 - EDUCATION REIMBURSEMENT

- A. Permanent full time employees in classifications subject to this MOU will be eligible for \$1,150 each calendar year to be applied to reimbursement for continuing education courses and associated tests, medical books and journals, professional dues, license fees, 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.
- B. Employees in classifications of Resident I, II, and III subject to this MOU will be eligible for nine hundred dollars (\$900) to be applied to reimbursement of California Medical Board licensing fees, payable one time during the employee's residency. This reimbursement is in addition to the reimbursement listed in 17.A.

SECTION 18 - PAID PERSONAL LEAVE/EDUCATIONAL LEAVE/OTHER LEAVE

18.1 Paid Personal Leave. In lieu of overtime or compensatory time off provisions, full-time employees with three (3) years of service in classes covered by this MOU, will be credited with forty (40) hours 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. Paid Personal 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 forty (40) hours 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 and trainings during non-work time, permanent full time employees with six years of service will receive an additional forty (40) hours paid leave. This leave will be pro-rated for part-time employees but will not be credited for permanent-intermittent (on-call) 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 for unused credits. Utilization of this leave shall be applied for and authorized in accordance with Section 8.4 - Vacation Preference.

SECTION 19 - MILEAGE

19.1 Reimbursement for Use of Personal Vehicle. Procedures and definitions relative to the mileage reimbursement will be in accordance with the Administrative Bulletin on Expense Reimbursement.

19.2 Commuter Benefit Program. Prior to July 1, 2017, the County will offer employees the option of enrolling in an employee-funded qualified transportation (commuter) benefit program designed to qualify for tax savings under Section 132(f) of title 26 of the Internal Revenue Code, but such savings are not guaranteed. The Commuter Benefit Program will allow employees to set aside pre-tax dollars for qualified transportation expenses to the

SECTION 20 - PAY WARRANT ERRORS

extent and amount allowed by the Internal Revenue Service.

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, the employee may accept the proposed repayment schedule or may request a meeting through the County Labor Relations Department. If requested, a meeting shall be held to determine a repayment schedule which shall be no longer than three (3) times the length of time the overpayment occurred.

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

Procedures and definitions relative to Service Awards shall be in accordance with Administrative Bulletin No. 410 – Service Recognitions and Awards.

SECTION 22 - INSURANCE

22.1 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

SECTION 23 - LENGTH OF SERVICE DEFINITION

information regarding the administration of this plan may be directed to the Appointing Authority or designee.

22.2 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 23 - 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 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 24 - 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 25 - PERMANENT-INTERMITTENT EMPLOYEE BENEFITS

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

SECTION 26 - 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

SECTION 27 – CATASTROPHIC LEAVE BANK

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.

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.

SECTION 27 – 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 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.

SECTION 28 - REDUCTION IN FORCE

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.

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 28 - 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 employee shall not be affected by reduction in force.

SECTION 28 - REDUCTION IN FORCE

The following procedures shall be followed.

1. Represented classifications are as follows (hereinafter referred to as "PDOCC Classifications") in this Section:
 - Primary Care Provider
 - Primary Care Provider – Limited
 - Ambulatory Care Provider
 - Dentist
 - Emergency Medicine
 - Hospitalist
 - OB/GYN – Full Spectrum
 - OB/GYN – FM – Adv. OB
 - Optometrist
 - Oral Surgeon
 - Pathologist
 - Pediatrician – Ambulatory
 - Pediatrician – Hospital
 - Psychiatrist – Adult
 - Psychiatrist – Pediatric
 - Psychiatrist – PES/Detention
 - Resident I
 - Resident II
 - Resident III
2. An employee's seniority for layoff and displacement purposes shall be determined by the date of hire into an existing or previous PDOCC-represented job classification with the County.
3. It is management's decision whether or not to have a reduction in force and the decision is not subject to the grievance procedure.
4. Once management has determined the need for a reduction in force, it is management's decision which PDOCC Classification(s) to reduce and by how much to reduce each PDOCC Classification(s). However, management agrees to meet and confer over the effects and impacts of its decisions prior to implementation. This section is not subject to the grievance procedure.
5. Reductions will occur by eliminating the least senior employee based on date of hire into an existing or previous PDOCC-represented job classification with the County until management has completed the desired reduction. Displacement shall be subject to the employee meeting medical staff minimum qualifications for the classification into which the employee bumps. An employee may only bump into a PDOCC-represented classification to which she/he previously held.
6. Should an employee have his/her hours reduced or eliminated due to a reduction in force, the employee has the right to be rehired back within four (4) years of his/her layoff date to perform the work of the PDOCC Classification they previously had before anyone new is employed in that PDOCC Classification. The employee seeking rehire must have

SECTION 29 - PROBATIONARY PERIOD

maintained current competence and be eligible for basic unrestricted privileges necessary to perform the typical work of the PDOCC Classification to which he/she desires to be rehired.

7. Employees who voluntarily leave employment do not have rehire rights as outlined in #6 above.

8. Temporary employees and Locums Tenens working in classifications and areas that the County intends to lay off or reduce hours will be laid off or given notice to stop working before any PDOCC member is laid off or has his/her hours reduced due to a reduction in force.

9. 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 5 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.

10. Seniority is maintained for any employee 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.

11. Any employee who has vacated a represented job in order to take a management position may bump back into his/her appropriate job classification, (as defined in #2 above), should their management assignment be subject to workforce reduction.

SECTION 29 - 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

SECTION 30 – BILINGUAL PAY

(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 30 – 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 31 - 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 32 - SCOPE AGREEMENT AND SEPARABILITY OF PROVISION

32.1 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. Any past side letters or any other agreements that are not incorporated into or attached to this MOU are deemed expired upon approval of this MOU by the Board of Supervisors.

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.

32.2 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

SECTION 33 - FAIR LABOR STANDARDS ACT PROVISIONS

remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this MOU.

32.3 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.

32.4 Duration of Agreement. This Agreement shall continue in full force and effect from November 1, 2019 to and including October 31, 2022. 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 33 - 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 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.

PDOCC EXHIBITS

- A. Class and Salary Listing
- B. Classification Eligibility for Pay
- C. Notification of Involuntary Permanent Change of Assignment
- D. Medical Insurance

Physicians', Dentists', and Optometrists' Unit

Class and Salary Listing

Effective 11/1/2019

| Job Code | Classification Title | Flex Staff (F) | Monthly Salary Range | |
|----------|-----------------------------|-------------------|----------------------|-------------|
| | | | Step 1 | Step 2 |
| VPT5 | Primary Care Provider–Ex | | \$17,463.91 | \$19,916.67 |
| VPT6 | Primary Care Provider–LT–Ex | | \$17,463.91 | \$19,916.67 |
| VPT1 | Ambulatory Care Provider–Ex | | \$15,284.75 | \$17,333.33 |
| VPT2 | Dentist–Ex | | \$12,540.00 | \$14,250.00 |
| VPS3 | Emergency Medicine–Ex | | \$18,333.33 | \$20,833.33 |
| VPT3 | Hospitalist–Ex | | \$16,720.00 | \$19,000.00 |
| VPS5 | OBGYN–Full Spectrum–Ex | | \$16,866.67 | \$19,166.67 |
| VPS6 | OBGYN–FM Adv Obstetrics–Ex | | \$15,253.33 | \$17,333.33 |
| VPS7 | Optometrist–Ex | | \$8,946.67 | \$10,166.67 |
| VPS8 | Oral Surgeon–Ex | | \$16,720.00 | \$19,000.00 |
| VPT7 | Pathologist–Ex | | \$19,095.75 | \$21,625.00 |
| VPS9 | Pediatrician–Ambulatory–Ex | | \$16,674.75 | \$19,083.33 |
| VPS0 | Pediatrician–Hospitalist–Ex | | \$15,253.33 | \$17,333.33 |
| VPT8 | Psychiatrist–Adult–Ex | | \$17,160.00 | \$19,500.00 |
| VPT9 | Psychiatrist–Pediatric–Ex | | \$17,893.33 | \$20,333.33 |
| VPT0 | Psychiatrist–Emg Svs/Det–Ex | | \$17,893.33 | \$20,333.33 |
| VP71 | Resident I | F | \$4,833.33 | n/a |
| VP72 | Resident II | F | \$5,250.00 | n/a |
| VP74 | Resident III | F | \$5,666.67 | n/a |

Physicians', Dentists', and Optometrists' Unit

Classification Eligibility for Pay

| Job Code | Classification Title | Additional Duty* | Clinical On-Call | Call-Back | Night Shift M-Th: 11pm-7am Fri-Sun & Holidays**: 9pm-7am |
|----------|-----------------------------|------------------|------------------|------------------|---|
| VPT5 | Primary Care Provider-Ex | Base Hourly Rate | \$28/hr | n/a | n/a |
| VPT6 | Primary Care Provider-LT-Ex | Base Hourly Rate | \$28/hr | n/a | n/a |
| VPT1 | Ambulatory Care Provider-Ex | Base Hourly Rate | \$28/hr | n/a | n/a |
| VPT2 | Dentist-Ex | Base Hourly Rate | n/a | n/a | n/a |
| VPS3 | Emergency Medicine-Ex | \$190/hr | \$28/hr | n/a | \$50/hr |
| VPT3 | Hospitalist-Ex | Base Hourly Rate | \$28/hr | 1.2x Hourly Base | \$50/hr |
| VPS5 | OBGYN-Full Spectrum-Ex | Base Hourly Rate | \$28/hr | 1.2x Hourly Base | \$50/hr |
| VPS6 | OBGYN-FM Adv Obstetrics-Ex | Base Hourly Rate | \$28/hr | n/a | \$50/hr |
| VPS7 | Optometrist-Ex | Base Hourly Rate | n/a | n/a | n/a |
| VPS8 | Oral Surgeon-Ex | Base Hourly Rate | \$28/hr | 1.2x Hourly Base | n/a |
| VPT7 | Pathologist-Ex | Base Hourly Rate | \$28/hr | 1.2x Hourly Base | n/a |
| VPS9 | Pediatrician-Ambulatory-Ex | Base Hourly Rate | \$28/hr | n/a | n/a |
| VPS0 | Pediatrician-Hospitalist-Ex | Base Hourly Rate | \$28/hr | n/a | \$50/hr |
| VPT8 | Psychiatrist-Adult-Ex | Base Hourly Rate | \$28/hr | n/a | n/a |
| VPT9 | Psychiatrist-Pediatric-Ex | Base Hourly Rate | \$28/hr | n/a | n/a |
| VPT0 | Psychiatrist-Emg Svs/Det-Ex | Base Hourly Rate | \$28/hr | n/a | \$50/hr |
| VP71 | Resident I | \$50/hr | n/a | n/a | n/a |
| VP72 | Resident II | \$50/hr | n/a | n/a | n/a |
| VP74 | Resident III | \$50/hr | n/a | n/a | n/a |

* Base hourly rate is determined using a 2080 hour work year

** And the night before Christmas and New Year's Eve

Contra
Costa
County



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,

Kathy Ito
Labor Relations Manager

Confirmed:

Stephen Daniels, MD., President
PDOCC

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

MEDICAL INSURANCE

Co-Pays and Co-Insurance

The medical plan co-pays and co-insurance are as follows:

| | |
|--------------|---|
| CCHP A: | No charge |
| CCHP B: | No charge in Network \$5 Office Visit in the CPN Network \$3 Preferred Generic RX \$3 Preferred Brand RX \$3 Non-Preferred Brand RX |
| KAISER A: | \$10 Office Visit \$10 Generic RX \$20 Brand RX \$10 Emergency Room & Outpatient Surgery |
| KAISER B: | \$500/\$1000 Member/Family Deductible \$20 Office Visit (not subject to deductible) \$20 Urgent Care Copay (not subject to deductible) \$10 Lab & X-ray Copay (not subject to deductible) \$10 Preferred Generic RX \$30 Preferred Brand RX \$20 Non-Preferred Brand RX 10% Co-Insurance for Inpatient Hospital, Outpatient Surgical and Emergency Room (After Deductible) \$3000/\$6000 Member/Family Annual Out of Pocket Maximum |
| KAISER HDHP: | \$1500 Deductible (Single Coverage) \$2600/first person, \$3000/full family Deductible (Family Coverage) 10% Office Visit/Urgent Care Co-insurance (After Deductible) 10% Lab & X-Ray Co-insurance (After Deductible) \$10 Generic Rx (After Deductible) \$30 Brand-Name Rx (After Deductible) 10% Inpatient Hospitalization Co-insurance (After Deductible) 10% ER & Outpatient Surgery Co-insurance (After Deductible) \$3000/\$6000 Member/Family Annual Out of Pocket Maximum |

EXHIBIT D
Physicians' and Dentists' Organization of Contra Costa

| | |
|--|---|
| HEALTHNET HMO A: (This plan will be eliminated in 2020) | \$10 Office Visit \$10 Generic RX \$20 Formulary RX \$35 Non-Formulary RX \$25 Emergency Room |
| HEALTH NET HMO Plan B: (This plan will be eliminated in 2020) | \$20 Office Visit \$50 Urgent Care Visit \$1000 Inpatient Hospital \$500 Out-Patient Surgical \$100 Emergency Room Co-pay \$10 Preferred Generic RX \$20 Non-Preferred Brand RX \$35 Non-Preferred Brand or Generic RX \$2000/\$6000 per Member/Family Annual Out of Pocket Maximum |
| HEALTH NET SMARTCARE HMO A: (New plan available in 2020) | \$15 Office Visit \$25 Urgent Care Visit \$10 Preferred Generic RX \$20 Preferred Brand RX \$35 Non-Formulary RX \$50 Emergency Room Co-pay \$0 Inpatient Hospital |
| HEALTH NET SMARTCARE HMO B: (New plan available in 2020) | \$30 Office Visit \$10 Preferred Generic RX \$30 Preferred Brand RX \$50 Non-Formulary RX \$100 Emergency Room \$1,500 Inpatient Hospital |
| HEALTH NET PPO A: | \$10 Office Visit in network \$5 Generic RX \$5 Formulary RX No Non-formulary RX \$10 Non-Preferred Brand or Generic RX \$50 Emergency Room Deductible Plus 10% 10% Inpatient Hospital Co-Insurance |

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

SUBJECT INDEX

| | |
|---|----|
| Access Incentive Bonus | 13 |
| Accrual During Leave Without Pay (Vacation Leave) | 34 |
| Accrual During Leave Without Pay (Leave of Absence) | 41 |
| Additional Duty Pay | 13 |
| Administration of Sick Leave | 37 |
| Administrative Time Allocation (Defined) | 14 |
| Administrative Responsibilities (Defined) | 14 |
| Adoption | 76 |
| Advance Notice | 7 |
| Agency Shop | 3 |
| Ambulatory Care Provide-Exempt | 14 |
| Appointment or Change of Assignment | 10 |
| Assignment of Classes to Bargaining Units | 6 |
| Attendance at Meetings | 8 |
| | |
| Bilingual Pay | 76 |
| | |
| Catastrophic Leave Bank | 72 |
| Change of Assignment | 10 |
| Child Care | 60 |
| Clinical On-Call Pay | 12 |
| Clinical Time Allocation (Defined) | 14 |
| Coerced Resignations | 61 |
| Communicating With Employees | 3 |
| Commuter Benefit Program | 69 |
| Compensation Complaints | 66 |
| Compensation for Portion of Month | 11 |
| Constructive Resignation | 61 |
| County Health and Dental Plan Monthly Premium Subsidy | 49 |
| Coverage During Absences | 60 |
| Coverage Upon Separation | 60 |
| Credits to and Charges Against Sick Leave | 35 |
| | |
| Days and Hours of Work | 12 |
| Definition and Procedural Steps (Grievances) | 65 |
| Definitions | 2 |
| Dentist-Exempt | 16 |
| Dependent Care Assistance Program | 59 |
| Detention Assignment | 7 |
| Direct Patient Care (Defined) | 14 |
| Direct Patient Care and Administrative Time | 14 |
| Disability | 39 |

| | |
|---|----|
| Disciplinary Investigations and Actions..... | 64 |
| Dismissal, Suspension, Demotion or Reduction in Pay | 62 |
| Dual Coverage | 55 |
| Dues Deduction..... | 3 |
| Duration of Agreement | 77 |
| Education Reimbursement..... | 68 |
| Educational Leave..... | 69 |
| Electronic Health Records Incentive Program..... | 12 |
| Emergency Medicine-Exempt | 17 |
| Employee Representation Rights..... | 64 |
| Employee Response | 63 |
| Employees Schedules..... | 12 |
| Expressed Resignation | 61 |
| Fair Labor Standards Act Provisions..... | 77 |
| Family Care Leave or Medical Leave | 43 |
| Family Member Eligibility Criteria | 54 |
| Filing by PDOCC (Grievance Procedure)..... | 67 |
| Furlough Days Without Pay | 47 |
| General Wage Increases | 11 |
| Grievance Procedure | 65 |
| Group Health Plan Coverage (Leave of Absence) | 41 |
| Health Benefit Coverage for Employees Not Otherwise Covered | 61 |
| Health Care Spending Account..... | 59 |
| Health Plan Coverages | 49 |
| Health Savings Account w/High Deductible Health Plan..... | 59 |
| Holiday is NOT Worked and Holiday Falls on Scheduled Day Off | 31 |
| Holiday is NOT Worked and Holiday Falls on Scheduled Work Day | 31 |
| Holiday is WORKED and Holiday Falls on Scheduled Day Off..... | 32 |
| Holiday is WORKED and Holiday Falls on Scheduled Work Day | 32 |
| Holidays – Observed..... | 30 |
| Holidays | 30 |
| Hospitalist-Exempt | 18 |
| Immediate Family..... | 35 |
| Increase in Hours | 29 |
| Insurance | 70 |
| Joint Labor/Management Benefit Committee (JLMBC)..... | 50 |
| Jury Duty | 47 |
| Jury Duty and Witness Duty..... | 47 |
| Leave of Absence (General Administration)..... | 42 |
| Leave of Absence Replacement and Reinstatement | 46 |
| Leave of Absence | 41 |

| | |
|---|----|
| Leave Pending Employee Response | 64 |
| Leave Without Pay – Use of Accruals..... | 46 |
| Leave Without Pay..... | 41 |
| Length of Service Definition (For Service Awards and Accruals) | 71 |
| Length of Suspension | 64 |
| Life Insurance Benefit Under Health and Dental Plans..... | 58 |
| Locum Tenens | 7 |
| Long Term Disability Insurance..... | 71 |
| Longevity Pay..... | 9 |
| | |
| Malpractice..... | 70 |
| Medical Plan Cost Sharing w/Active Employees on or After 1/1/18 | 55 |
| Medical, Dental, and Life Insurance..... | 49 |
| Mileage..... | 69 |
| Military Leave | 43 |
| | |
| No Discrimination | 8 |
| Nocturnist Pay..... | 13 |
| Notice of Proposed Action..... | 63 |
| Notification of Dues Deduction Changes | 5 |
| | |
| Obstetrics & GYN-Family Medicine w/Focus in Advanced Obstetrics – Exempt..... | 20 |
| Obstetrics & GYN-Full Spectrum – Exempt | 19 |
| Operational Adjustments..... | 13 |
| Optometrists – Exempt..... | 21 |
| Oral Surgeon – Exempt..... | 21 |
| Organization Recognition | 3 |
| Organization Security | 3 |
| Other Leave | 69 |
| | |
| Paid Personal Leave | 68 |
| Partial Month..... | 60 |
| Part-Time Compensation | 11 |
| Pathologist-Exempt..... | 22 |
| Patient Experience Incentive Bonus..... | 13 |
| Pay Warrant Errors | 70 |
| Payment..... | 10 |
| PDOCC Notification | 66 |
| PDOCC Representatives | 9 |
| Pediatrician-Ambulatory - Exempt..... | 22 |
| Pediatrician-Hospital-Exempt..... | 23 |
| Permanent Intermittent Employee..... | 33 |
| Permanent Part-Time Employee Benefits..... | 71 |
| Permanent-Intermittent Employee Benefits | 71 |
| PERS Long Term Care | 59 |
| Personnel Files | 71 |
| Physicians and Dentists as Employees or Contractors..... | 6 |
| Policies Governing the Use of Paid Sick Leave | 35 |

| | |
|---|----|
| Pregnancy Disability Leave | 45 |
| Premium Conversion Plan | 60 |
| Prevailing Section | 60 |
| Primary Care Provider - Exempt | 24 |
| Primary Care Provider - Limited (Hired before 11/1/19) - Exempt..... | 26 |
| Probationary Period | 75 |
| Procedure on Dismissal, Suspension, Disciplinary Demotion, or Reduction in Pay..... | 64 |
| Psychiatrist-Adult – Exempt | 28 |
| Psychiatrist-Pediatrician – Exempt..... | 29 |
| Psychiatrist-PES/Detention – Exempt | 29 |
| Purpose of Sick Leave | 34 |
| | |
| Quality Incentive Bonus | 14 |
| | |
| Rate Information..... | 60 |
| Reduction in Force | 73 |
| Reimbursement for Use of Personal Vehicle | 69 |
| Reinstatement from Family Care Medical Leave | 46 |
| Release Time for Training..... | 6 |
| Resident..... | 29 |
| Resignations in Good Standing..... | 61 |
| Resignations | 61 |
| Retirement Benefit–New Members of CCCERA on or after January 1, 2013 | 67 |
| Retirement Contribution | 67 |
| Retirement Coverage | 51 |
| Retirement..... | 67 |
| Revocation (Resignation)..... | 61 |
| | |
| Salaries | 9 |
| Salary on Promotion –Residents..... | 11 |
| Salary Ordinance | 77 |
| Salary Review While on Leave of Absence | 47 |
| Schedule Preparation..... | 13 |
| Scope Agreement and Separability of Provision | 76 |
| Scope of Agreement | 76 |
| Scope of Arbitration Decisions | 66 |
| Separability of Provisions | 76 |
| Service Awards | 70 |
| Shop Stewards and Official Representatives | 8 |
| Sick Leave..... | 34 |
| State Disability | 41 |
| Step Advancement..... | 10 |
| Stipends | 11 |
| Strike/Work Stoppage | 67 |
| Sufficient Cause for Action..... | 62 |
| Supplemental Life Insurance..... | 58 |

| | |
|--|----|
| Time Limits (Grievance Procedure)..... | 66 |
| Time Reporting and Pay Practices Waiver | 30 |
| Time Stamping..... | 30 |
| Unauthorized Absence..... | 45 |
| Unpaid Sabbatical Leave | 47 |
| Use of County Buildings..... | 4 |
| Vacation Allowance..... | 33 |
| Vacation Allowance for Separated Employees | 34 |
| Vacation Preference..... | 34 |
| Vacation Leave | 33 |
| Voluntary Vision Plan | 59 |
| Witness Duty..... | 48 |
| Work Week Defined..... | 11 |
| Workers' Compensation..... | 39 |
| Written Statement for New Employees | 5 |