

PHYSICIANS' REPRESENTATION UNIT

MEMORANDUM OF UNDERSTANDING
NOVEMBER 8, 2008 – NOVEMBER 11, 2011

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ARTICLE 1 MEMORANDUM OF UNDERSTANDING: INTRODUCTION

This is a Memorandum of Understanding between the County of Santa Cruz and the Physicians' Representation Unit. Both parties agree that this memorandum is a result of meeting and conferring in good faith under the terms of State law and County regulations. This Memorandum of Understanding contains the complete results of negotiations between the County of Santa Cruz and the Union of American Physicians & Dentists for County employees for the two-year period beginning November 8, 2008 to November 11, 2011, and supersedes all previous agreements.

ARTICLE 2 RECOGNITION

- 2.1 The County of Santa Cruz recognizes the Union of American Physicians & Dentists (hereinafter referred to as "UAPD") as the exclusive bargaining representative for all employees in "permanent" (i.e., budgeted) positions.
- 2.2 The County agrees to continue to provide monthly dues deduction status reports at no cost to the UAPD. The County and the UAPD will meet and confer over any changes in fees to be charged by the County.
- 2.3 Effective January 2010 the County agrees to continue to provide monthly dues deduction program for voluntary employee contributions to the UAPD Political Action Committee (PAC) fund for employees in the UAPD, subject to the following conditions:
 - A. Voluntary deduction for PAC shall be withheld only if the employee so authorizes on a form provided by the Union and approved by the County.
 - B. Employees may sign up, change the amount of their contributions or discontinue their contributions at any time.
 - C. Any voluntary deduction forms received from the Union will be processed in accordance with the Auditor-Controller payroll deadlines.
 - D. Charges by the Auditor-Controller for the cost of administration of the program shall be paid for by the UAPD.
 - E. The UAPD shall indemnify, defend and hold the County, its officers and employees harmless against any and all claims, demands, suits, and from liabilities of any nature which may arise out of or reason of any action taken or not taken by this County under the provisions of this Section 2.3.

ARTICLE 3 UAPD ACTIVITIES

3.1 STEWARDS

The UAPD agrees to notify the County of their Stewards. At least one Steward shall be allowed from the Clinic and at least one Steward shall be allowed from Mental Health.

3.2 BULLETIN BOARDS

The UAPD shall be provided space on Department-designated bulletin boards at locations where bargaining unit employees are permanently assigned, for communication with its members. This bulletin board space shall be limited to areas that are closed to the public, such as employee break rooms. Subject to the limitations of Employer-Employee Relations Policy 181.12, the UAPD may use these bulletin boards to post materials pertaining only to matters that are within the scope of representation.

3.3 DISTRIBUTION

The UAPD may distribute official union material that is within the scope of representation to its members through interoffice mail as set forth in the County's Employer-Employee Relations policy (Board of Supervisors Resolution No. 327-70). The UAPD may also use the County e-mail and voicemail systems for the sole purpose of announcing official UAPD meetings. Preparation and distribution of UAPD materials shall occur outside the employee's work hours. The UAPD may not use County resources to distribute materials in violation of the Federal Hatch Act, Government Code Section 54964; State, Federal or County EEO/Anti-Discrimination laws or regulations; or County's Incompatible Activities Policy.

3.4 PROVISIONS REGARDING RELEASE TIME

A. Time off For Meetings.

The County shall allow a reasonable number of public agency employee representatives of recognized employee organizations reasonable time off without loss of compensation or other benefits when formally meeting and conferring with representative of the County on matters within the scope of representation. (County Employer-Employee Relations Policy 181.13, Employee Meetings on County Time).

B. Official Representatives.

Official representatives of a recognized employee organization shall be allowed time off on County time during normal working hours when formally meeting and conferring in good faith with the Employee Relations Officer or other management representative designated by the Board on matters within the scope of representation, provided that advanced arrangements for the absence are made with the representative's department head and provided that the number of representatives released for such meetings shall not exceed two (2) persons, except by mutual agreement between the Personnel Director and the employee organization prior to the meeting. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of County services.

C. Employees.

1. County employees shall be allowed time off on County time to attend meetings held by or with County departments or agencies during regular working hours:
 - a. If their attendance is required at a specific meeting.
 - b. If their attendance is required by a hearing officer or commission for presentation testimony or other reasons.
 - c. For meetings required for settlement of grievances filed pursuant to a formal grievance procedure.
 - d. If they are designated as an UAPD steward or representative for purposes of processing a formal grievance.
 - e. If they are designated as a representative of a recognized employee organization for purposes of making representation or presentations at meetings and hearing on wages, hours and working conditions.
2. In each case above, advanced arrangements shall be made with the employee's department head for the employee to be absent from the work station or assignment, and the County department or agency calling the meeting shall be responsible for determining that the attendance of the particular employee is required.
3. Other Absence. No other time off on County time shall be allowed except as specifically provided herein or in a memorandum of understanding.

3.5 VISITS BY AUTHORIZED UAPD REPRESENTATIVES

Authorized Representatives shall be allowed reasonable contact with employees on County facilities provided such contact does not occur during work time (except as specifically provided above) and does not interfere with patient care or employees' other work.

Authorized UAPD Representatives shall notify the Director of Health Services no less than one hour before entering County facilities. Authorized UAPD Representatives shall be permitted to enter County facilities with the specific permission of the Director. However, such permission shall not be unreasonably withheld. This provision shall not be subject to the grievance procedure.

3.6 COUNTY FACILITIES

County buildings and other facilities shall be made available for use by the UAPD or the Representative in accordance with administrative procedures governing such use.

3.7 NOTIFICATIONS

A. General. The UAPD shall provide the County with up to two (2) mailing addresses for purposes of notification within this Article. The UAPD shall be responsible for providing current addresses to the County. For purposes of this Article, notice shall be deemed complete upon the date of mailing to the supplied address(es).

B. Disciplinary Action. The County shall notify the UAPD in writing of any intended dismissal, suspension or reduction in rank of employees covered by the Memorandum of Understanding.

C. UAPD Notification. Except in cases of emergencies, the UAPD shall be given five (5) working days written notification of any matters within the scope of representation (wages, hours and working conditions) proposed to be adopted by the Board of Supervisors or management and shall be given the opportunity to meet and confer with the County prior to its adoption. For purposes of this section, the term "emergency" shall include but not be limited to temporary work location reassignments to cover unplanned absences or other unplanned business needs to prevent the interruption of County services.

ARTICLE 4 UNION SECURITY

4.1 RELATIONSHIP AFFIRMATION

The UAPD recognizes its obligations to cooperate with the County to maximize service of the highest quality and efficiency to the citizens of Santa Cruz County, consistent with its obligations to the employees it represents. The County and the UAPD affirm the principle that harmonious labor-management relations are to be promoted and furthered.

4.2 NOTICE OF RECOGNIZED REPRESENTATIVE

The County shall give a written notice to persons being processed for employment in a class represented by the UAPD. The notice shall contain the name and address of the UAPD and the fact that the UAPD is the exclusive bargaining representative for the employee's unit and class. The current Memorandum of Understanding (MOU) is available to employees on the County's intranet. Departments will make a hard copy of the current MOU accessible to employees in this representation unit who do not have access to the County's intranet.

4.3 AGENCY SHOP

A. Except as provided in Article 4, Section 4.4, each person appointed to a class in the UAPD shall, and as a condition precedent to employment, be required to execute an authorization for the payroll deduction of UAPD dues, or of a service fee not to exceed union dues, and shall continue said authorization during the period of employment. Said authorization shall be made on a form provided by the UAPD and approved by the County. The UAPD shall receive copies of executed authorization forms from the County Personnel Department. Payroll deductions shall commence on the third pay period of employment.

B. Except as provided in Article 4, Section 4.4, each person employed in the UAPD shall be liable for payroll deduction of union dues, or of a service fee not to exceed union dues during the term of this Memorandum of Understanding. Commencing three (3) pay periods following the effective date of this section and continuing for the duration of this Memorandum of Understanding, the County shall make payroll deductions of union dues or a service fee not to exceed union dues or a charitable contribution as provided in

Section 4.4(A). This obligation supersedes the provisions of Section 181.14B of the County's Employer-Employee Relations Policy.

4.4 EXCLUSIONS

A. Any employee who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the union as a condition of employment, and is excluded from the provisions of Section 4.3 of this Article.

Such employee shall authorize a payroll deduction in an amount equal to service fees to a non-religious, non-labor, charitable organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Said payroll deduction shall be made to an organization for which payroll deductions have been arranged through the County Auditor-Controller.

Each person requesting exemption from the provisions of Sections 4.3(B) and 4.3(C) of this Article shall file a claim with the UAPD on a form provided by the union and approved by the County. Such forms will be made available at the County Personnel Department at 701 Ocean Street, Room 310, Santa Cruz, California.

A claim for a religious exemption from Section 4.3 must be filed with the County Personnel Department as a condition precedent to employment. Should an employee request termination of dues deduction or service fees because the employee asserts he/she has become a member of a bona fide religion, body, or sect which has historically held conscientious objection to joining or financially supporting employee organizations, the employee must file a claim of religious exemption at the County Personnel Department on the form described above. Such claims filed with the County shall be promptly forwarded to the UAPD for processing. The UAPD shall review all claims for religious exemption and notify the employee and the County of approval or denial of the claim within forty (40) calendar days of receipt by the union. Deduction of charitable contributions shall begin following resolution of the employee claim for religious exemption. If the exemption is approved, any service fee collected from the employee since date of filing shall be returned to the Auditor-Controller for distribution in accordance with the second paragraph of Section 4.4(A) of this Article.

4.5 FINANCIAL REPORT

The UAPD shall maintain an adequate itemized record of its expenditures and financial transactions and shall make available annually to the County and to the employees who are in the Unit, within sixty (60) days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant.

4.6 VOTE TO RESCIND AGENCY SHOP PROVISION

Section 4.3 of this Article may be rescinded by a majority vote of all employees in the Unit covered by Section 4.3 provided that:

A. A request for such a vote is supported by a petition submitted to the County Employee Relations Officer containing the signatures of at least forty percent (40%) of the employees in the Unit covered by Section 4.3. An employee signature will be counted only if the employee is in paid status at the time the petition is submitted and the signature is dated within the ninety (90) day period prior to the submission of the petition.

B. The vote is by secret ballot of employees in paid status on the last day of the pay period preceding the election.

C. Such vote may be taken at any time during the term of this Memorandum of Understanding, but in no event shall there be more than one vote taken during such term.

The election shall be conducted by the State Conciliation Service and the cost of the election shall be fully paid by the proponents. The proponents shall post a \$500 bond with the County Employee Relations Officer at the time of filing the petition requesting a vote to rescind Section 4.3 of this Article.

4.7 ENFORCEMENT/SEPARABILITY

In the event that any provision of Article 4.3 is declared by a court of competent jurisdiction to be illegal or unenforceable, all employees in the Representation Unit who are members of the UAPD, shall remain members during the period covered by this Memorandum of Understanding, and shall remain subject to all provisions of this Memorandum of Understanding which have not been declared to be illegal or unenforceable, provided however, that such members may withdraw their membership during the month of April of any year. Such employee desiring to revoke his/her authorization for union dues shall forward a letter by U.S. mail to the County Personnel Department, 701 Ocean Street, Santa Cruz, California 95060, setting forth his or her desire to revoke said authorization and may include the reason. To be considered, a letter shall be received by the County Personnel Department no later than the last working day in April. The Personnel Department shall promptly forward a copy of said letter to the UAPD.

New employees hired under the provisions of 4.7 shall be required to execute an authorization form. The authorization form shall include a statement that the UAPD and the County have entered into a Memorandum of Understanding, that the employee is required to authorize payroll deductions of union dues or a service fee not to exceed union dues as a condition of employment, and that such authorization may be revoked within the first thirty (30) calendar days of employment upon proper written notice by the employee within said thirty (30) day period as set forth. Each such employee shall, upon completion of the authorization form, receive a copy of said authorization form which shall be deemed proper notice of his or her right to revoke said authorization. The UAPD shall receive from the County Personnel Department copies of the authorization form.

Any employee desiring to revoke his or her authorization for union dues or service fee not to exceed union dues shall, during the first thirty (30) calendar days of employment or

during the month of April, forward a letter through the U.S. mail to the County Personnel Department, 701 Ocean Street, Santa Cruz, California 95060, setting forth his or her desire to revoke said authorization and may include the reasons. To be considered the letter must be received no later than thirty (30) calendar days from the date of employment or during the month of April. The Personnel Department shall promptly forward a copy of said letter to the UAPD.

Failure to timely notify the Personnel Department shall be deemed an abandonment of right to revocation until the next appropriate time period.

4.8 INDEMNIFY AND HOLD HARMLESS

The UAPD indemnifies and holds the County, its officers, and employees acting on behalf of the County, harmless and agrees to defend the County, its officers and employees acting on behalf of the County from all claims, demands, suits including attorney costs and from liabilities of any nature which may arise out of or by reason of any action taken or not taken by the County under the provisions of this Article (Article 4, Sections 1 through 9).

4.9 PAYROLL DEDUCTIONS AND PAY OVER

The County shall deduct union dues or service fees and premiums for approved UAPD insurance programs from the pay of employees in the Unit in conformity with County regulations. The County shall promptly pay over to the designated payee all sums so deducted.

ARTICLE 5 PEACEFUL PERFORMANCE

5.1 Both parties agree that some members of this Unit perform safety-sensitive functions and that a strike by members of this bargaining Unit that impairs the County's ability to provide services, including jail coverage (both psychiatric and general medical), juvenile hall (both psychiatric and general medical, including the STAR Program), and emergency psychiatric services, would create an imminent threat to public safety. Moreover, the UAPD and its representatives agree that it and they will not engage in, authorize, sanction, or support any County employee strike, slowdown, sympathy strike, stoppage of work, curtailment of production, concerted refusal of overtime work, refusal to operate designated equipment provided such equipment is safe and sound, or to perform customary duties. Neither the UAPD nor any representative thereof shall engage in any job action for the purpose of effecting changes in the directives or decisions of management of the County, nor to effect a change of personnel or operations of management or of employees not covered by this Memorandum of Understanding.

A violation of this Section as determined by the County Administrative Officer may result in the cessation of union dues deduction by the County and the suspension of Article 4 of this Memorandum of Understanding.

5.2 In the case of a legally declared strike against another employer which has been sanctioned and approved by the central labor council having jurisdiction, an employee who is in danger of physical harm shall not be required to cross the picket line, provided

that the employee advises his/her supervisor that he or she fears physical harm. In that event, a determination shall be made by the CAO's designated security coordinator as to whether the threat exists. If a threat exists, the security coordinator will take action to ameliorate that threat (e.g., providing an escort to the employee).

Any employee who participates in any activities prohibited by this Article shall be subject to discharge or to such lesser discipline as the County shall determine; provided, however, that the employee shall have recourse to the Civil Service Commission as to the question of whether he/she in fact participated in such prohibited activity.

- 5.3 The County shall make its best effort to enforce the terms of this MOU on the part of its management personnel; the UAPD shall make its best effort to enforce the terms of this MOU on the part of the employees it represents. Individuals acting or conducting themselves in violation of the terms of this MOU shall be subject to discipline, up to and including discharge. The employee shall have recourse to the Civil Service Commission as to the question of whether he/she in fact acted or conducted himself/herself in violation of the terms of this MOU.

ARTICLE 6 NO DISCRIMINATION

- A. Fair Employment Practices/Equal Employment Opportunity/Non-Discrimination.

The County and the UAPD agree that no person employed or applying for employment shall be discriminated against on the basis of race, color, religion, disability, medical condition (cancer related or genetic characteristics), national origin, ancestry, marital status, sex, sexual orientation, age (over 18), pregnancy, gender, veteran's status, or any other non-merit factor except where sex or physical capability is determined to be a bona fide occupational qualification after consideration of reasonable accommodation factors in relation to the essential job duties of the position. The parties also agree to support efforts which are intended to achieve equal employment opportunity as provided for in Federal, State and County requirements. This Section is specifically excluded from the grievance procedure.

- B. Union Activities.

Neither the County nor the union shall interfere with, intimidate, coerce or discriminate against County employees because of their exercising their right to form, join and participate in activities of the UAPD or providing testimony to any public body including the Board of Supervisors, or exercising their right to refuse to join or participate in the activities of the union.

ARTICLE 7 PAY

7.1 ADJUSTMENTS

- A. COST OF LIVING INCREASE

Each step in the salary range shall be increased as follows for the job classifications of Clinic Physician and Psychiatrist:

1. Effective the pay period beginning November 13, 2010, the cost of living increase will be 1.5%.

B. EQUITY ADJUSTMENTS

Each step in the salary range shall be increased as follows:

1. Effective the first full pay period after union ratification and Board of Supervisors approval, the equity adjustment will be 4% for Clinic Physicians.
2. Effective the first full pay period after union ratification and Board of Supervisors approval, the equity adjustment will be 3% for Psychiatrists.

- C. The compensation increases provided herein are supported by the ongoing process within the Department. In that process, UAPD and the County will collegially discuss productivity standards and how best to implement any departmental modification of such standards. This process has resulted in projected revenue increases that fully offset compensation increases herein. Both parties are committed to the continuation and success of such process.

D. SIGNING BONUS

Effective the first pay period after union ratification and Board of Supervisor approval, budgeted employees shall receive a one-time signing bonus of \$500.00 (less legally required payroll tax deductions).

7.2 REQUIREMENTS FOR STEP INCREASES

Requirements for Step Increases will be administered in accordance with Personnel Regulation Section 160. Step advancements are predicated upon merit and length of service, and each part-time or full-time employee in a budgeted position may receive an increase at the completion of each number of hours of service, specified herein below, up to and including the maximum step of the employee's salary range as set forth in the salary resolution of the County. The steps of each salary range shall be interpreted and applied as follows:

- A. The first step in each salary range is the standard minimum rate and may be the hiring rate for the class.
- B. The second step shall be paid at any time after 2080 hours of satisfactory or better service at the first step as evidenced by a 'meets job standards,' 'exceeds job standards' or an 'outstanding' overall employee performance rating.
- C. The third step shall be paid at any time after 2080 hours of satisfactory or better service at the second step as evidenced by a 'meets job standards,' 'exceeds job standards' or an 'outstanding' overall employee performance rating.

D. The fourth step shall be paid at any time after 2080 hours of satisfactory or better service at the third step as evidenced by a 'meets job standards,' 'exceeds job standards' or an 'outstanding' overall employee performance rating.

E. The fifth step shall be paid at any time after 2080 hours of satisfactory or better service at the fourth step as evidenced by a 'meets job standards,' 'exceeds job standards' or an 'outstanding' overall employee performance rating. The fifth step in each salary range is the standard minimum rate and may be the hiring rate for the class.

F. The sixth step shall be paid at any time after 2080 hours of satisfactory or better service at the fifth step as evidenced by a 'meets job standards,' 'exceeds job standards' or an 'outstanding' overall employee performance rating.

G. The seventh step shall be paid at any time after 2080 hours of satisfactory or better service at the sixth step as evidenced by a 'meets job standards,' 'exceeds job standards' or an 'outstanding' overall employee performance rating.

H. For employees who are reinstated, the beginning date for purposes of accrual of hours of service for step advancement shall be the date of reinstatement; except that if the reinstatement is that of an employee who was laid off from a budgeted limited-term position and not more than twelve months has elapsed since such layoff, the employee shall receive credit for hours of service previously accrued in the step held when his/her employment ended.

In any case where an employee has been hired at a step above the first step of a particular salary range, the employee shall occupy the step in the range at which hired for a period of 2080 hours of service and thereafter shall be eligible for consideration for a step advancement in the same manner as provided elsewhere in this Article.

7.3 SALARY UPON APPOINTMENT TO HIGHER CLASS

The salary of employees who are appointed to a higher class shall be placed on the step in the salary range for the higher class which will provide an increase above the salary step in the lower class which is closest to ten percent (10%).

7.4 LATE EVALUATIONS

Failure of an appointing authority to complete a performance evaluation in accordance with Articles 7.2 and 18.4 shall be considered to be a recommendation of step advancement effective on the due date.

7.5 EFFECTIVE DATE OF TRANSACTIONS

Personnel/payroll transactions not effective on the first day of a pay period shall have an effective date of the first day of the next pay period, unless an exception is approved by the Personnel Director and Auditor-Controller. Examples of such transactions include: transfers, promotions, and demotions. Step increases which would be effective the first week of the pay period shall have an effective date of the first day of that pay period.

Step increases which would be effective the second week of the pay period shall have an effective date of the first day of the next pay period.

The following transactions are excluded from the provisions of this Article: original appointments, separations, leaves of absence without pay, return from leave of absence without pay, displacement, work in a higher class appointments, return from work in a higher class appointments.

7.6 WORK IN A HIGHER CLASS

In the event of an absence of an employee in a budgeted bargaining unit position that is a result of sick leave, annual leave, compensatory time off, a leave of absence without pay or a vacancy for any reason, a regular employee may be temporarily assigned by the appointing authority to perform a majority of the duties of the position of the absent employee or vacant position, with the prior approval of the Personnel Director. An employee is not eligible for these provisions if the assignment to be made is within the same alternately staffed classifications. The following conditions must be met for the employee to receive pay for work in the higher class:

- A. The employee must meet the employment standards for the higher class;
- B. Appointments shall be for absences or vacancies exceeding forty (40) consecutive hours in any calendar year. No time served in a "Work in a Higher Class" appointment shall contribute toward acquiring probationary or permanent status in the higher class;
- C. All "Work in a Higher Class" assignments shall be in writing. No such temporary assignment shall continue for longer than ninety (90) days except that one (1) additional temporary appointment for a maximum of ninety (90) days may be authorized by the Personnel Director provided that valid reasons exist to justify the extension. These "Work in a Higher Class" provisions shall not supplant existing Civil Service Rule and County Code provisions with respect to appointments to vacant positions.
- D. In the event that a regular employee is temporarily assigned by the appointing authority, with the prior approval of the Personnel Director, to perform a majority of the duties of a higher classification in a different bargaining unit, the MOU language from the other bargaining unit covering work in a higher classification shall control. For example, if a Clinic Physician or Psychiatrist substitutes for a Medical Director, the "Work in a Higher Class" provision for the Mid-Management MOU shall control.

7.7 ECONOMIC REOPENER

If at any time during the term of this MOU, the Board of Supervisors declares a fiscal emergency, the County may reopen the MOU for negotiation on any economic issues including but not limited to wages, health benefits and retirement. Negotiations shall commence within 10 days of notice from the County. If the parties do not reach agreement within 30 days after commencement of negotiations, they may mutually agree to mediate the dispute under the auspices of the State Mediation and Conciliation Service, provided that such mediation shall commence within five days of the agreement

to mediate and shall conclude within 14 days unless the parties otherwise mutually agree.

In the event of a declaration of a fiscal emergency, it is the County's intent to also reopen the collective bargaining agreements of other labor groups for negotiations on the economic issues outlined above in accordance with all applicable provisions of the MOU's.

ARTICLE 8 RETIREMENT

8.1 RETIREMENT (PERS) - LOCAL MISCELLANEOUS MEMBERS

A. The County contracts with PERS for the 2% at age 55 Miscellaneous retirement plan.

1. The total of County contributions for employees in the Unit in the 2% at age fifty-five (55) Miscellaneous PERS retirement plan (including the Employer PERS Contribution and any payment by the County of the Employee PERS Contribution) shall not exceed 15.005%. The employee shall be responsible for payment of all PERS retirement contributions in excess of the cap on County contributions.
2. The employer payment of the employee PERS contribution under this agreement is not considered earnings and is not subject to FICA or tax withholdings. Employees do not have the option to choose to receive the employee pick-up PERS contribution directly instead of it being paid by the employer.
3. Effective January 23, 2010 the County shall pay on behalf of all employees covered under PERS Miscellaneous the full Employee and full Employer contributions. The employer payment of the employee PERS contributions under this agreement is not considered earnings and is not subject to FICA or tax withholding. Employees do not have the option to receive the employee pick-up of the PERS contribution in lieu of contributions to PERS.

B. Effective October 16, 2010 Miscellaneous Members in this unit participate in the IRC Section 414 (h)(2) which requires employees to pay the employee PERS contribution. The base hourly rate will be increased equally to offset the employee's PERS Contributions.

C. Implementation of IRC Section 414 (h)(2)

Pursuant to Section 414(h)(2), the County will designate the amount that the employee is required to pay for PERS retirement benefits, in accordance with Subsection A or B of this Article (8.1) immediately above, as being "picked-up" by the County and treated as employer contributions for tax purposes only. By having the County use this process, employees receive a form of deferred taxation in that taxes are paid on the funds at the time the retirement benefit is received rather than at the time the retirement contributions are made. Under current law, exercising the employer pick-up option pursuant to IRC Section 414(h)(2) results in no additional cost to the County. The parties agree that, in the event the law changes such that costs are imposed on the County for exercising the

employer pick-up option under IRC Section 414(h)(2), the County shall immediately cease designating the employee contribution as being "picked-up" by the County and such PERS contributions shall revert to being made on a post-tax basis.

8.2 EMPLOYEE BUY BACK OF MILITARY, PEACE CORPS AND VISTA SERVICES

The County's contract with PERS permits employees to buy back prior military service Peace Corps and VISTA Service at the employee's expense.

8.3 PRE-RETIREMENT OPTIONAL SETTLEMENT 2 DEATH BENEFITS FOR MISCELLANEOUS MEMBERS

The County's contract with PERS permits employees to use the PERS Pre-Retirement Optional Settlement 2 Death Benefit for Miscellaneous members.

8.4 SINGLE HIGHEST YEAR

The County's contract with PERS calculates employees' retirement benefits based upon the single highest year salary.

8.5 RETIRED EMPLOYEES

A. Employees in this Representation Unit who retire through PERS may enroll in a PERS medical plan or any County offered alternate medical plan, as provided under the Public Employees' Medical & Hospital Care Act (PEMHCA) Program and PERS regulations.

During the term of the contract County contributions for retiree health care shall be an amount as follows, not to exceed the actual cost of the plan selected:

- a. Retiree only: \$327.21 per month
- b. Retiree plus one: \$388.41 per month
- c. Retiree plus two or more: \$454.49 per month

Additional amounts may be contributed if statutorily required by PERS.

B. Nothing in this agreement guarantees continued medical insurance coverage upon or after the expiration of this agreement and the underlying Memorandum of Understanding for retirees, their dependents, or their survivors. The County reserves the right to make modifications to retiree medical coverage, including termination of coverage, upon or after the termination of this Memorandum of Understanding.

ARTICLE 9 INSURANCE BENEFITS

Plan Documents Controlling. The following is only a summary of the terms of enrollment and benefits for employee insurances available to employees in this Representation Unit. In the event of a discrepancy between the Insurance Benefit Article of this MOU and the plan document, the plan document for insurances specified below (medical, dental,

vision, long term disability, life) is controlling. Copies of plan documents are available through the Personnel Department.

9.1 MEDICAL COVERAGE & FLEXIBLE HEALTH ALLOWANCE

PERS offers employees choices in medical plans. Enrollment of some domestic partners is permitted in the Public Employee's Medical & Hospital Care Act (PEMHCA) Program. Effective September 1, 2009, or as soon as administratively possible the County shall implement a Flexible Health Allowance Program. Employees must be enrolled in a PERS PEMHCA medical plan to participate. Enrollment status in a medical plan determines the level of Flexible Health Allowance an employee is eligible to receive.

- A. Employees in this Representation Unit may enroll in a medical plan offered by PERS in accordance with the provisions of the PEMHCA Program or a PERS approved County offered alternate medical plan. Employees have the option of enrolling their eligible dependents in a PERS approved County offered medical plan. Alternate medical plans must conform to PERS plans, rules, and regulations.
- B. For coverage during the term of this agreement, the County shall contribute to PERS PEMHCA Program (or any other PERS approved County offered alternate medical plans) the following monthly amount for active, eligible employees in budgeted positions who elect to participate in such program:
 - 1. For the remainder of calendar year 2009, the County and UAPD agree to participate in a Flexible Health Allowance Program in accordance with Internal Revenue Code Section 125. Effective September 1, 2009, or as soon as administrative possible under CalPERS requirements following Board ratification, the County will provide the following 2009 monthly benefit contributions for active employees.

a. FLEXIBLE HEALTH ALLOWANCE CONTRIBUTION

- (1) Employee only = 95% of the 2009 Blue Shield Access (EXT) HMO premium less PEMHCA contribution in 1b(1) below
- (2) Employee + one dependent = 85% of the 2009 Blue Shield Access (EXT) HMO Premium less the PEMHCA contribution in 1b(2) below
- (3) Employee + 2 or more dependents = 85% of the 2009 Blue Shield Access (EXT) HMO premium less the PEMHCA contribution in 1b(3) below

b. PERS PEMHCA CONTRIBUTION

- (1) Employee only = PEMCHA contribution will equal Article 8.5 (a) or any statutorily required amount if applicable

- (2) Employee + one dependent = PEMCHA contribution will equal Article 8.5 (b) or any statutorily required amount if applicable
 - (3) Employee + two or more dependents = PEMCHA contribution will equal Article 8.5 (c) or any statutorily required amount if applicable
 2. For calendar year 2010, the County will provide the following monthly benefit contributions for active employees:
 - a. FLEXIBLE HEALTH ALLOWANCE CONTRIBUTION
 - (1) Employee only = 95% of the 2010 Blue Shield Access (EXT) HMO premium less the PEMHCA contribution in 2b(1) below
 - (2) Employee + one dependent = 90% of the 2010 Blue Shield Access (EXT) premium less the PEMHCA contribution in 2(b)(2) below
 - (3) Employee + two or more dependents = 90% of the 2010 Blue Shield Access (EXT) HMO premium less the PEMHCA contribution in 2b(3) below
 - b. PERS PEMHCA CONTRIBUTION
 - (1) Employee only = PEMCHA contribution will equal Article 8.5 (a) or any statutorily required amount if applicable
 - (2) Employee + one dependent = PEMCHA contribution will equal Article 8.5 (b) or any statutorily required amount if applicable
 - (3) Employee + two or more dependents = PEMCHA contribution will equal Article 8.5 (c) or any statutorily required amount if applicable
3. For calendar year 2011, the County will provide the following monthly benefit contributions for active employees:
 - a. FLEXIBLE HEALTH ALLOWANCE CONTRIBUTION
 - (1) Employee only = 95% of the 2011 Blue Shield Access (EXT) HMO premium less the PEMHCA contribution in 3b(1) below
 - (2) Employee + one dependent = 90% of the 2011 Blue Shield Access (EXT) premium less the PEMHCA contribution in 3(b)(2) below
 - (3) Employee + two or more dependents = 90% of the 2011 Blue Shield Access (EXT) HMO premium less the PEMHCA contribution in 3b(3) below
 - b. PERS PEMHCA CONTRIBUTION
 - (1) Employee only = PEMCHA contribution will equal Article 8.5 (a) or any statutorily required amount if applicable

- (2) Employee + one dependent = PEMCHA contribution will equal Article 8.5 (b) or any statutorily required amount if applicable
- (3) Employee + two or more dependents = PEMCHA contribution will equal Article 8.5 (c) or any statutorily required amount if applicable

Employees in this Representation Unit hereby authorize the County to make a payroll deduction in the amount equivalent to the remainder of the premium required for the PEMHCA Program, or any other PERS approved County offered alternate medical plan in which they and their dependents are enrolled

C. Employees hereby authorize the County to make a payroll deduction for the payment of the required PERS administrative fee based upon the plan selected by the employee.

D. Should PERS require a contribution to the Public Employees' Contingency Reserve Fund, employees hereby authorize payroll deductions equivalent to any such contributions required by PERS.

E. Pre-Tax Dollar Program. The County will make available to members of this Representation Unit a voluntary program of pre-tax dollar contributions as provided in Internal Revenue Code Section 125.

F. Survivor Coverage. Upon the death of an active employee who has dependents covered under a medical plan offered through the County, the County shall provide coverage under that plan five months following the death of the employee for the surviving eligible dependents.

G. Healthcare/Benefits Cost Containment Committee. A joint labor-Management Committee with equal representation of management and Union members will meet and further develop measures for reducing County costs (without shifting such costs to workers or reducing the level of benefits or quality of care). The committee will be responsible for exploring alternative health plans, including health plan options, retiree health, retiree health vesting schedules, GASB 45 and other post employment benefits for retirees, disability plans and dental changes or any other related topics on an as needed basis.

9.2 DENTAL CARE

The County offers two dental plan options:

1. Delta Preferred Option (DPO) is a "fee-for-service" plan. Enrollees may go to any dentist and be reimbursed 80% for basic and preventative services and 50% for major services or enrollees may go to a preferred provider and be reimbursed at 100% for basic and preventative services and 60% for major services. The annual cap under the DPO program is \$1200 per year per enrollee.

2. DeltaCare (formerly PMI) covers most services at 100%. Enrollees must utilize assigned DeltaCare providers only. This plan offers limited orthodontia coverage.

The County agrees to continue to pay the premium for eligible employees and dependents for dental coverage during the term of this agreement.

9.3 VISION PLAN

Employees are entitled to an eye examination and lenses every year and frames every two years. There is an annual deductible of \$25.00.

A. The County agrees to pay the premium for the employee only and to maintain the vision care benefits during the term of this agreement. The County agrees to pay for any increase in the premium for employee only coverage for vision care benefits during the term of this agreement. Employees may elect to pay for vision coverage for eligible dependents through voluntary payroll deductions and will be responsible for any increases during the term of this agreement.

B. The Vision Plan will permit the one-time enrollment of a dependent at any time through age five (5). Any dependent who is enrolled under Vision coverage must continue in such coverage for a minimum of one (1) year, unless the employee separates from County service prior to the end of that year.

9.4 LONG TERM DISABILITY

Effective December 1, 2003, the County agrees to pay the premium and to maintain the long term disability plan with a \$13,500 maximum insured salary for the employees in the Physicians Representation Unit. The County agrees to pay for any increase in the premium for employee coverage for the Long Term Disability Plan during the term of this agreement. It is further agreed that the County shall amend its LTD insurance policy to delete the requirement that vacation accrual be exhausted prior to becoming eligible for LTD.

9.5 LIFE INSURANCE

Effective April 2005, the County agrees to maintain and pay the premium for a \$20,000 life insurance plan with AD&D for eligible employees through March 31, 2005. Effective April 1, 2005, the County agrees to maintain and pay the premium for a \$50,000 life insurance plan with AD&D for eligible employees for the remainder of this agreement. The amount of coverage decreases for employees age 70 and above in accordance with the terms of the plan document. Employees will be allowed to purchase additional life insurance for up to \$100,000.

9.6 PART-TIME EMPLOYEE INSURANCE BENEFITS

The County agrees to pay for the entire employee coverage for employees who occupy part-time positions (20 hours or more) in the same manner as is provided for regular full-

time employees for medical, dental, vision, life, and long term disability insurance benefits.

9.7 CONTINUATION OF INSURANCES DURING LEAVE OF ABSENCE WITHOUT PAY

"Advance payment" means payment must be received by the Employee Insurance/Benefits Section in the County Personnel Department or postmarked by 5:00 p.m. on the last working day of the pay period in which the payment is due. If the last day of the pay period is a holiday, payment must be postmarked or received by the Employee Insurance/Benefits Section in the County Personnel Department by 5:00 p.m. on the first full working day following the holiday.

A. Employees granted leave of absence without pay of one (1) full pay period or longer must notify the Personnel Department and make arrangements for payment of insurances in advance. Forms for this purpose are provided through the Personnel Department. The only exception to advance payment is in the case of an emergency beyond the control of the employee, where payment shall be made at the earliest possible time after the leave commences. This exception only applies to payment for life, long-term disability, vision and dental insurances. Should employees and/or their dependents not be covered during a leave of absence without pay of the employee, they will be treated as initial enrollees for dental and vision insurances for purposes of qualification period and benefits, including deductions and co-payments, upon return of the employee to active employment.

B. When an employee is on a leave of absence without pay for one (1) full pay period or longer for any reason, and is not receiving benefits through the Long Term Disability (LTD) Plan, coverage under employee insurances (e.g., medical, life, dental, vision, long-term disability) ceases for the employee and any dependents the beginning of the first full pay period of leave of absence without pay except as provided in 1 and 2, immediately below.

1. Family Care or Medical Leave (FMLA Leave). The County shall, as required by Federal or State law, make the same contributions for employee insurances for eligible employees on an approved FMLA leave of absence without pay as if the employee were working or on paid leave. The employee shall be responsible for payment in advance of his/her portion of premium contributions for insurances and for any PERS administrative fee during such leave of absence without pay. Failure by the employee to make required payments in advance shall result in the employee and any dependents losing coverage under employee insurances. Should the period of leave of absence without pay extend beyond the duration of any approved FMLA leave for which the employee is entitled, payments for continued employee insurance coverage shall be as specified elsewhere in this Section (9.7 B).

2. Continuation of Employee Insurance Coverage While Receiving LTD Benefits (other than FMLA leave).

(a) The County's contribution toward employee dental, vision, life insurance and LTD coverage shall continue during the period a current employee receives benefits through the LTD plan while on a leave of absence without

pay. An employee may be required to pay for the County's contribution toward coverage in advance and be reimbursed by the County if confirmation is received that he/she is receiving LTD Benefits.

The County's contribution shall continue toward employee dental, vision, life insurance and LTD coverage while the employee is on leave of absence without pay during the elimination period for Long Term Disability, provided the employee contacts Risk Management to apply for LTD and provided that, should the employee not receive Long Term Disability Benefits, the employee must repay to the County all contributions for insurances during the leave of absence without pay. The County shall have the right to recover its contributions toward the employee's coverage through attachment of wages, including payoffs upon separation, civil action, or other actions.

(b) The County shall pay the employee only portion, not to exceed the maximum County contribution for employee only coverage (e.g., \$404.23 per month as of January 2006) toward PERS medical insurance premium contributions during the period a current employee receives benefits through the LTD plan, while on a leave of absence without pay.

An employee may be required to pay the County's contribution toward coverage in advance and be reimbursed by the County if confirmation is received that he/she is receiving LTD benefits. The County's contribution toward the employee's (but not dependent's) coverage under employee's PERS medical plan while the employee is on a leave of absence without pay during the elimination period for Long Term Disability, provided the employee contacts Risk Management to apply for LTD and provided that, should the employee not receive Long Term Disability Benefits, the employee must repay to the County all contributions during the leave of absence without pay. The County shall have the right to recover its contributions toward the employee's coverage through attachment of wages, including payoffs upon separation, civil action, or other actions. Employees are responsible for payment of the remainder of the PERS medical insurance premium contribution during any leave of absence without pay of one full pay period or longer, including any PERS administrative fee. To continue coverage during the leave of absence without pay, the employee must apply in advance of the leave to PERS through the County Personnel Department and make payments to continue coverage of the employee and any eligible dependents. Failure by the employee to pay such contributions in advance shall result in the employee and any dependents losing coverage under the plan.

3. For any other leave of absence without pay of one full pay period or longer, the employee is responsible for payment in advance of the entire contribution for all employee insurances, plus any PERS administrative fee.

9.8 LIABILITY OF EMPLOYEE FOR INELIGIBLE DEPENDENTS

Employees shall be liable for payment for all services received by ineligible dependents and for any contributions made on the dependents' behalf by the County. It is the responsibility of each employee to notify the Employee Insurance Benefits Unit of the Personnel Department upon any enrolled dependent(s) becoming ineligible.

9.9 ENROLLMENT AND RE-ENROLLMENT OF EMPLOYEES AND DEPENDENTS

Employees may enroll eligible dependents under the enrollment and eligibility provisions specified in the plan documents for the group medical, dental and vision insurances. Dependents must be enrolled in the same plan as the employee. Effective each year of this Memorandum of Understanding, the County shall cause an open enrollment to take place in the dental, vision, and alternate medical plans to be scheduled concurrent with PERS medical plan enrollment.

9.10 CHANGES TO PLANS

The County shall meet and confer with the Union prior to making any changes in medical, dental, life, EAP or Vision providers or changes to Dental and Vision summary plan documents during the term of this agreement.

9.11 EMPLOYEE ASSISTANCE PROGRAM

The County provides an Employee Assistance Program.

9.12 RE-OPENERS

The parties agree to reopen Article 9.1, Medical Plan, and/or Article 9.2, Dental Care, should Federal or State legislation be enacted for a national or State-wide medical and/or dental plan.

ARTICLE 10 MEAL PERIODS, REST PERIODS, CLEAN-UP TIME

10.1 MEAL PERIOD

All full-time employees shall be granted a meal period of not less than thirty (30) minutes, scheduled at approximately the mid-point of the work period. Employees required to be at work stations for eight (8) or more consecutive work hours shall have their meal period during work hours.

10.2 REST PERIODS

All employees shall be granted a rest period during each four (4) hours of work. Departments may make reasonable rules concerning the rest period scheduling. Rest periods not taken shall be waived.

10.3 CLEAN-UP TIME

Bargaining Unit employees whose work causes their person or clothing to become soiled by bodily fluids or other unsafe or unsanitary materials shall continue to be given

reasonable time (not to exceed fifteen (15) minutes) for wash-up. This time is for clean-up only and shall not be used as additional break time or for any other purpose.

ARTICLE 11 OVERTIME

11.1 DEFINITION

Overtime is any authorized time worked in excess of forty (40) hours per week, in a seven (7) consecutive day (i.e., 168 consecutive hours) work period. Employees shall receive payment for all overtime worked in the amount of one and one-half (1 ½) times their FLSA "regular" hourly rate.

11.2 AUTHORIZATION

Employees cannot work overtime without the advance approval of department heads or their designated agents. Advance approval may include written instructions from department heads for standard situations, and such instructions may be changed by department heads from time to time.

11.3 COMPUTATION

A. Unless specifically provided otherwise in this Article, paid time off from work for any purpose shall not count as time worked for purposes of overtime, including but not limited to: annual leave; sick leave; vacation; court leave; any balance of compensatory time; paid leave for participation in County examinations or selection interviews or for purposes of donating blood; pay for time not worked in the event of a natural disaster; and mandatory leave with pay.

B. Holidays.

1. When a holiday falls on an employee's regular work day, the hours of holiday leave shall be counted as time worked for purposes of computing overtime whether the holiday is worked or not, and hours worked on a holiday shall be counted as time worked for purposes of computing overtime.

2. Holidays which occur on a day other than the employee's regularly scheduled work day shall not be counted as time worked for purposes of computing overtime.

11.4 Employees shall receive payment for all overtime worked in the amount of one and one-half (1 ½) times their hourly salary rate, except as provided immediately below. Upon the approval of the Department Head or his/her designee, employees may receive compensatory time for overtime worked in lieu of overtime pay.

Compensatory time shall be compensated at the rate of one and one-half (1 ½) hours of compensatory time for each hour of overtime worked in lieu of compensation in cash. However, overtime shall be compensated in cash whenever and to the extent that overtime would result in a compensatory time balance to the credit of an employee in excess of eighty (80) hours. (80 hours of compensatory time represents 53.3 hours of overtime work.) Regardless of whether overtime is compensated in cash or

compensatory time, any differentials/premium pay applicable in the work period when the overtime is worked shall be shown on the time card for that period, and shall not be shown on the time card when any resultant compensatory time is taken off.

11.5 COMPENSATORY TIME

A. If an employee makes a request in writing and gives reasonable advance notice (i.e., at least two (2) weeks in advance) and said time off request does not unduly disrupt the operation of the department, the appointing authority shall grant the request. Departments cannot require employees to take compensatory time off for the purpose of avoiding overtime pay.

B. Employees being appointed to a position in this Representation Unit from another unit in which they have earned compensatory time must use or be paid off for such compensatory time at the time of their appointment to a position in this Representation Unit.

11.6 DISTRIBUTION OF OVERTIME

The distribution of overtime shall not be arbitrary or capricious. Overtime work shall be distributed among workers in the same classification series and applicable work unit as equally as practical. Whenever practical, the principle of seniority shall be applied in the offering of overtime. When a legitimate reason for declining overtime is presented to management, a reasonable effort will be made to accommodate the employee.

ARTICLE 12 ON-CALL DUTY AND CALL BACK DUTY

12.1 ON-CALL DUTY

A. Defined.

On-call duty is defined as the requirement by the department for an employee to leave a phone number where the employee may be reached during off-duty hours, or carry a pager during off-duty hours, and the employee must be available to work within a one (1) hour period. All employees will be available for on-call as determined by management on a rotational basis.

B. Time Worked.

1. Time spent in answering phone calls or responding to calls by phone is considered time worked which counts toward overtime.
2. An employee who is called back to duty shall be considered on-call until he/she reaches the job site. Travel time to the job site shall not be considered time worked.
3. Time worked shall be deducted from the prescribed on-call shift to determine the appropriate on-call pay.

C. Compensation.

1. Except as specifically provided in sub-paragraph B above, an employee assigned on-call duty shall receive \$2.00 per hour when assigned to be on-call (\$16.00 for an eight (8) hour period, \$32.00 for a sixteen (16) hour period, and \$48.00 for a twenty-four (24) hour period).

2. Employees in the class of Psychiatrist shall receive \$3.00 per hour when assigned to be on-call.

3. Effective the first pay period of March 2005 except as specifically provided in sub-paragraph B above of this Section, an employee, Physician or Psychiatrist, assigned on-call duty in this bargaining Unit shall receive \$4.00 per hour when assigned to be on-call and provisions C1 and C2 above will be void.

12.2 CALL BACK

A. Defined.

Employees who are ordered to return to their work site or another specified work site by the department head or a designated agent following the termination of their normal work shift shall be considered to be on call-back unless otherwise provided in this Article (12). Responses to phone calls or performing work at home shall not be considered call-back duty. Travel time to and from the work site shall not be considered time worked. If an employee has physically left home and receives a call canceling a call back, the two (2) hour minimum in B, below, shall apply. Such payment shall not be considered for time worked.

B. Compensation.

Employees who are called back shall be compensated for the actual time worked at one and one-half (1 ½) times their regular hourly rate provided that a minimum of two (2) hours of overtime compensation shall be allowed for all periods of work of less than two (2) hours.

ARTICLE 13 DIFFERENTIALS

The payment of differentials is assignment based.

13.1 APPLICATION

A. Any of the differentials in parts 13.1 through 13.5 of this Article shall be paid on all time in a paid status.

B. Any of the differentials in 13.1 through 13.5 shall be paid at one and one-half (1 ½) the specified rate for overtime hours worked.

C. None of the differentials included in this Article shall be paid for the periods an employee is receiving on-call pay or pay for After Hours Medi-Cal Phone Services.

13.2 SHIFT DIFFERENTIAL

A. Swing Shift.

Employees who work eight (8) consecutive hours or more which includes at least four (4) hours of work between the hours of 5:00 p.m. and 12:00 a.m. as a regular work assignment shall be paid a rate of \$.55/hour above their hourly salary rate for a swing shift differential.

B. Graveyard Shift.

Employees who work eight (8) consecutive hours or more which includes at least four (4) hours of work between the hours of 12:00 a.m. and 8:00 a.m. as a regular work assignment shall be paid a rate of \$.65/hour above their hourly salary rate for a graveyard shift differential.

C. Corridor Application.

The predominant number of hours scheduled in a shift determines the differential to be paid and the entire shift is to be paid at the appropriate shift differential. If equal hours are worked in each of the shift periods then the higher shift differential will be paid. If a split shift is worked where an individual works four (4) hours and then is off for a period of time and then returns to complete the four (4) hours, then the criteria of eight (8) consecutive hours has not been met and there is no eligibility for the differential.

13.3 BILINGUAL PAY DIFFERENTIAL

A. The County shall provide bilingual payment of an additional \$0.50 per hour above the base hourly rate where the position is designated as requiring bilingual skills at Level One and the employee is certified as qualified at Level One, by the County Personnel Director. The County shall provide bilingual payment of an additional \$0.85 per hour above the base hourly rate where the position is designated as requiring bilingual skills at Level Two and the employee is certified as qualified at Level Two by the County Personnel Director.

"Level One" is the ability to converse in the second language(s) and to read English and translate orally into the second language(s). "Level Two" is the ability to converse in the second language(s); to read English and translate orally into the second language(s); read the second language(s) and translate orally into English; and to write in the second language(s).

B. Bilingual pay shall be initiated at the beginning of the pay period after the criteria outlined herein are met.

C. The County shall periodically review positions covered by these provisions to determine the number, location, language and/or level of bilingual skill required of positions to be designated as requiring bilingual skills. The County may require retesting of employees for the purpose of certifying that employees possess the necessary skill level.

D. Bilingual pay shall be removed when the criteria as outlined herein cease to be met.

13.4 LONGEVITY DIFFERENTIAL

Employees who have completed 52,000 hours (equivalent to approximately twenty-five (25) years of full-time employment) shall be paid a Longevity Differential of three percent (3.0%) of their base hourly rate.

13.5 CHILD PSYCHIATRIST DIFFERENTIAL

Effective the first full pay period after adoption of this MOU by the Board of Supervisors, an eligible employee in a budgeted position in the class of Psychiatrist shall receive a differential of 7.0% when assigned by the department head as a child psychiatrist. To be eligible for such differential, a majority of the employee's caseload must be child psychiatry, the employee's primary assignment must be child psychiatry duties, and the employee must be Board eligible or Board certified in child psychiatry.

13.6 FORENSIC DIFFERENTIAL

Effective the first pay period after union ratification and Board of Supervisor approval, an eligible employee in the class of Psychiatrist shall receive a differential of 5% when approved by the Department Head as a forensic psychiatrist to provide services in the Jail and related forensic programs. To be eligible for such a differential, a majority of the employee's hours shall be assigned to forensic services and the employee must be Board eligible or Board certified as a Psychiatrist. In addition, employees in the class of Psychiatrist who are approved by the Department Head to provide backup coverage for vacancies, vacation, and sick time shall receive a \$4 per hour enhancement to their pay for actual hours worked in the Jail or other forensic programs identified.

13.7 AFTER-HOURS MEDICAL PHONE SERVICES

Employees in budgeted positions in the class of Clinic Physician who are assigned to receive and answer calls from patients or County staff after working hours shall receive payment of \$60.00 for each completed day of assignment (from 5:00 p.m. on a weekday to 8:00 a.m. the following day); and \$96.00 for each completed weekend day and day on which the County offices are closed in observation of a holiday (from 8:00 a.m. on a weekend day or holiday to 8:00 a.m. on the following day). "Completed" means receiving and answering all calls within the period of assignment.

To receive such pay, the employee may be assigned in writing to such duty by the Health Services Agency Director, leave a phone number where they can be reached or carry a pager or cellular phone, and return calls within a period of time specified by the Health Services Agency Director.

The \$60/\$96 payment for this assignment is not payment for time actually worked. Time spent by such employees in receiving and responding to calls shall be counted as actual time worked. For each incident, a minimum of fifteen (15) minutes time worked may be

recorded. If the actual time worked for an incident exceeds fifteen (15) minutes, this minimum shall not apply.

Response to phone calls and returning calls shall not be considered call-back duty. After hours medical phone service shall not be considered on-call duty. Employees assigned such phone service are not required to report to work. Employees are required to answer calls on a timely basis, but are otherwise free to pursue their own activities and are not restricted to a particular locale.

No more than one (1) employee may be assigned such duty on any one day without the advance written approval of the County Administrative Officer.

ARTICLE 14 OTHER COMPENSATION PROVISIONS

14.1 AUTOMOBILE MILEAGE REIMBURSEMENT

A. The County agrees to reimburse employees for authorized use of their private vehicles at the Internal Revenue Service maximum allowable rate as confirmed by the Auditor-Controller.

B. Changes to the above rate will commence the first day of the month which occurs thirty (30) days after the publication of the change of the IRS allowable rate in the Federal Register.

14.2 REIMBURSEMENT FOR PROPERTY DAMAGE

In the event that an employee, required by his/her department head to use a private automobile on County business, should incur property damage in connection with a vehicle accident, and the employee is unable to recover the costs of such property damage from either his/her own insurance company or from any other driver, or other source, such costs shall be paid to such employee of the County in the sum not exceeding \$150.00 provided that any claims the employee may have against his/her insurance company or any third party have been litigated or settled, and provided further, that the employee is not found guilty of a violation of the California Vehicle Code or Penal Code in connection with the accident causing such damage.

14.3 REIMBURSEMENT FOR LICENSES OR CERTIFICATES

A. Employees may be reimbursed for the cost of licenses or certificates required to perform their duties under the following conditions:

1. Licenses and certificates covered must be required by Federal, State or County laws or by class specifications. Fees for California drivers licenses shall not be reimbursed under these provisions.

B. Narcotics Certificate. Upon proper application, physicians in budgeted positions in this Representation Unit who are required in the applicable class specification to have a "controlled substances registration certificate" are eligible for reimbursement for fees paid by the employee for such certificates.

C. The maximum reimbursement under Section 14.3 A. and B. shall not exceed \$1400 every two years effective the first pay period after adoption of this MOU by the Board of Supervisors.

D. Reimbursement shall only apply to fees paid by the employee during the two year period. No reimbursement shall be made for fees of less than \$5. Employees shall not be reimbursed more than once for the same license/certificate in the two year period.

ARTICLE 15 PAID LEAVE

15.1 HOLIDAYS

A. Holidays Specified.

The following are Holidays which apply for eligible UAPD employees:

1. January 1 - New Year's Day
2. The third Monday in January, known as Martin Luther King Jr. Day
3. The third Monday in February known as Presidents' Day
4. March 31, known as "Cesar Chavez Day"
5. The last Monday in May known as Memorial Day
6. July 4 - Independence Day
7. The first Monday in September, known as Labor Day
8. The second Monday in October, known as Columbus Day
9. November 11, known as Veterans Day
10. The Thursday in November appointed as Thanksgiving Day
11. The Friday in November - the day after Thanksgiving Day
12. Half day on December 24 - Christmas Eve
13. December 25 - Christmas

If January 1, March 31, July 4, November 11, or December 25 falls upon a Sunday, the Monday following is a Santa Cruz County holiday; and if any of said dates fall upon a Saturday, the preceding Friday is a Santa Cruz County holiday. Should December 25 fall on a Saturday, the preceding Friday is a Santa Cruz County holiday and the half-day on December 24 will be treated as a Santa Cruz County holiday for a half-day on the preceding Thursday. Should December 25 fall on a Sunday or Monday, the half-day on December 24 will be treated as a Santa Cruz County holiday for a half-day on the preceding Friday.

B. General Provisions.

1. Compensation.

a) When a holiday falls on an employee's regular work day, the employee shall be paid at the regular hourly salary rate for his/her normal schedule of hours of work as and for holiday leave.

b) When a holiday falls on a day other than the employee's regularly scheduled work day, the employee shall be paid at the regular hourly salary

rate for his/her normal schedule of hours of work as and for holiday leave; or, the employee may be allowed to take an equal amount of time off work on a work day in the same work period as holiday leave in lieu of the holiday.

2. Non-Standard Work Schedule. Employees whose weekly work schedule is different from a standard work schedule (i.e., eight hours a day, five days a week) shall be granted the same number of hours off from their work as employees on a normal work schedule are granted because of holidays.

3. Qualifications for Pay. In order to qualify for holiday compensation, the employee is required to work or be in a paid status (e.g., sick leave, annual leave) on his/her last scheduled work day prior to the holiday and his/her first scheduled work day following the holiday.

4. During Paid Leave. A holiday falling within a period of leave with pay shall not constitute a day of paid leave.

5. Not Applicable to Overtime. Holiday leave shall not count as hours worked for purposes of overtime, unless otherwise specifically provided in this Agreement.

6. Holiday Compensation - Part-Time Employees. Employees in part-time positions shall receive holiday compensation as follows:

a) Holiday compensation shall be provided only for hours which are proportionate to those budgeted for the part-time employee's position (e.g., an employee working in a 20-hour-a week or half-time position would receive four (4) hours of holiday compensation for a holiday occurring during the work week).

b) Holidays that occur on a day other than the part-time employee's regularly scheduled work day shall be compensated either by salary at straight time or allowing the part-time employee to take time off in the same pay period for the hours which are proportionate to the part-time position.

c) In order to qualify for holiday compensation, the part-time employee is required to work or be in a paid status (e.g., sick leave, annual leave) on his/her last scheduled work day prior to the holiday and his/her first scheduled work day following the holiday.

15.2 ANNUAL LEAVE

A. Eligibility

These annual leave benefits shall only be provided to those employees in classes assigned to the Physicians' Representation Unit. Such annual leave benefits shall be provided in accordance with the following:

1. Full-time Employees.

Each employee in a full-time position shall be eligible to receive annual leave after the completion of 1040 hours of service from date of original appointment to a budgeted position. No annual leave shall accrue or be available to the employee prior to the completion of the required 1040 hours.

2. Part-time Employees.

Each employee in a part-time position shall be eligible to receive annual leave after completing hours of service equivalent to six (6) months; provided, however, that the six (6) months of service shall be determined by multiplying the authorized weekly number of hours for the position by twenty-six (26). No annual leave shall accrue or be available to the employee prior to the completion of the hours of service equivalent to six (6) months.

3. Provisional Employees on Original Appointment.

If a provisional employee is given a probationary appointment without a break in service, the employee shall be granted credit for hours of service as a provisional employee for purposes of eligibility for annual leave.

4. Employees Reappointed from Layoff.

Employees who are laid off from a budgeted position and then reappointed within a period of twenty-four (24) months of layoff shall receive credit for hours of service accrued prior to layoff for purposes of determining eligibility for annual leave.

a) Hours of service completed during prior employment with the County by reappointed employees shall be used in determining the annual leave accrual rate.

b) Employees in budgeted positions who were not eligible for annual leave at the time of layoff shall, upon reappointment, be credited with hours of service accrued prior to layoff for purposes of determining the annual leave accrual rate.

c) Payoff of unused annual leave at the time of layoff eliminates all earned annual leave accrued to employees.

5. Reinstated Employees.

Employees granted reinstatement within a period of twenty-four (24) months following resignation shall be considered as new employees for purposes of annual leave unless the reinstatement follows layoff from a budgeted position.

B. Annual Leave Allowance

1. Accruals

- a) Eligible full-time employees shall be credited with approximately eighty-eight (88) hours of annual leave upon completion of 1040 hours of service.
- b) Eligible part-time employees shall be credited with annual leave on a prorated basis proportionate to the authorized hours of their positions, upon completion of the required hours of service under subsection A.2. of this section.

Thereafter, each eligible part-time and full-time employee shall accumulate annual leave for each subsequent completed hour of service:

1040-10,400 hours of service (approximately 6 months through 4 years):
.0846 hours per hour of service (approximately 22 days per year of service).

10,401-20,800 hours of service (approximately 5 through 9 years):
.1038 hours per hour of service (approximately 27 days per year of service).

20,801-31,200 hours of service (approximately 10 through 14 years):
.1231 hours per hour of service (approximately 32 days per year of service).

31,201 hours of service and over (approximately 15 years and over):
.1423 hours per hour of service (approximately 37 days per year of service).

2. Conditions and Limitations on Use.

a) Purpose.

Annual leave is a benefit provided for the employee in lieu of vacation and sick leave.

b) Accruals.

Employees receiving annual leave accruals shall not accrue vacation or sick leave benefits.

c) Employee Illness.

Annual leave with pay can be used in the case of a bona fide illness or incapacity of the employee upon the approval of the department head. The Personnel Director or a Department Head may require evidence in the form of a physician's and/or the County Medical Director's certificate of the adequacy of the reason for any absence due to illness or incapacity of the employee. Any employee who is a member of a bona fide religion, body or sect which has historically held objections to medical science and practices may appeal the requirement to the County Administrative Officer. Employees shall be given reasonable written advance notice of any requirements to provide medical verification.

1) Care of Immediate Family Member. An employee may be granted permission to use annual leave in order that he/she may care for a sick or injured member of his/her immediate family requiring his/her care, or in order that he/she may obtain medical consultation to preserve his/her health. Immediate family shall mean son or daughter including variation of step or foster, spouse or domestic partner, parents, grandparents, brother or sister of the employee or any person living in the immediate household of the employee.

2) Employees shall be granted permission to use accrued annual leave to attend to the illness of a child, parent or spouse of the employee. All conditions and restrictions placed by the employer upon the use by an employee of annual leave as sick leave also shall apply to the use by an employee of such leave to attend to any illness of his or her child, parent or spouse. As used in this paragraph, "child" means a biological, foster or adopted child, a stepchild, a legal ward, or a child of a person standing in loco parentis; "parent" means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.

3. Time for Annual Leave

The scheduling of annual leave shall be determined by the appointing authority after mutual consideration of employee convenience and administrative requirements. An employee's supervisor will respond in writing to written requests for annual leave (Form PER1082) within twenty-one (21) calendar days of receipt of the written request. If a request is denied, the supervisor will state the specific administrative reasons for the denial. It is understood that the criteria used by departments to prioritize annual leave requests may vary by function, specialty, occupational area, skill and/or organizational unit. The County department will provide employees in this Representation Unit with written criteria by which the department prioritizes annual leave requests. The scheduling of annual leave requests shall not be capricious or arbitrary.

4. Maximum Accrual. Annual leave credit may only be accumulated to a limit of two and one-half (2 1/2) times the number of annual leave hours being earned.

5. Increments. Department Heads may allow employees to take annual leave time off in increments as small as .01 hours.

6. No Loss of Credits. No Department Head shall cause an employee to lose earned annual leave credits.

7. Donations to Voluntary Time Bank. All employees covered by this agreement may voluntarily participate in the following County of Santa Cruz voluntary time bank programs, provided the conditions of the County Policy are met: Voluntary Time Bank for Catastrophic Illness or Injury; Voluntary Time Bank for a Continuing Catastrophic Illness or Injury; Voluntary Time Bank for Natural Disasters;

Voluntary Time Bank established for an employee who must settle family affairs resulting from the death of an immediate family member. It is understood that participation in this program is voluntary.

8. No Duplication with Workers' Compensation. Accrued annual leave may be prorated to add to Workers' Compensation temporary disability benefits in order to provide a compensation level equal to the employee's normal pay.

9. Annual Leave Payoff Upon Separation. Full-time and part-time employees who are eligible for annual leave under subsection A. of this Section shall be paid the monetary value of any earned annual leave to their credit at the time they separate from County service. Payoff of unused annual leave upon separation eliminates all earned annual leave accrued to employees.

15.3 OTHER LEAVE WITH PAY

A. Required Court Leave

1. During Working Hours. All employees shall be granted leave with pay from their work for such time as they may be required to serve in a court of law;

a) as jurors; or

b) as witnesses on behalf of the County, unless such service is part of the employee's work assignment; or

c) as witnesses as required by subpoena based on their occupational expertise as employees of the County, unless such service is part of the employee's work assignment.

2. Accumulation of credits for other paid leave shall continue in the same manner as would have been the case had the employees actually been at work in their County positions during the period of required court attendance, or the period of time taken off as provided in 3 and 4 below.

3. Any employee assigned to swing or graveyard shift, for the hours of required court leave, in accordance with 1, above, shall not be compensated for the period of required court duty but shall receive equal time off as leave with pay during the same or next work period and such leave with pay shall not be considered time worked for purposes of overtime.

4. Employees required to serve in a court of law in accordance with 1, above, on their day off shall not be compensated for the period of required court leave but shall receive equal time off as leave with pay during the same or next work period and such leave with pay shall not be considered time worked for purposes of overtime.

5. No deductions shall be made from the salary of employees while on jury duty if they have waived or remitted to the County the fee for jury duty. If they have not

so waived or remitted the jury fee, they shall be paid only for the time actually worked in their County positions.

B. County Examinations/Interviews. All employees shall be granted leave with pay from their work for a reasonable period of time to participate as candidates in examinations or selection interviews for promotional opportunities and one (1) lateral transfer interview per calendar year with the County, provided they request such leave in advance.

C. Donation of Blood. All employees may be granted leave with pay from their work for two hours at the time of donating and for the purpose of donating blood.

D. Natural Disaster. In the event of a natural disaster or equivalent event for which the Board of Supervisors or County Administrative Officer deems it necessary to temporarily close an affected County facility, the County Administrative Officer shall authorize pay for time not worked by employees in this Unit subject to the limitations of this section. Employees ordered to leave work or ordered not to report to work, shall receive "other leave with pay" as follows:

First Eight (8) Hours - One (1) hour for each scheduled hour missed

Second Eight (8) Hours - One-half (1/2) hour for each scheduled work hour missed which may be supplemented by annual leave

Third Eight (8) Hours - One-half (1/2) hour for each scheduled work hour missed which may be supplemented by annual leave

Additional Hours - No compensation, except employee may use paid time off (i.e., annual leave, vacation, any compensatory time balance remaining)

E. Assault Leave. When an employee sustains a physical injury in the course of employment as a result of physical contact with another person which requires medical attention, and providing the injury is reported immediately to the employee's supervisor, he/she shall receive his/her hourly salary rate for regularly scheduled work hours each working day when disabled during the three day waiting period provided by the California Workers' Compensation Act.

F. Bereavement Leave. An employee shall be granted bereavement leave with pay by his/her appointing authority in the case of the death of the following family members:

the parents of the employee,
the employee's spouse/domestic partner,
the parent's of the employee's spouse/ domestic partner,
the step-parents of the employee and/or employee's spouse/domestic partner,
the grandparents of the employee,
and the brother and/or sister of the spouse/domestic partner of the employee.

Also included are the sister and brother of the employee, children, grandchildren, stepchildren and adopted children of the employee and or spouse/domestic partner. Family members listed above pertaining to the employee's domestic

partner are recognized by the County after submission of an Affidavit of Domestic Partnership. Such leave shall be limited to three (3) days per occurrence within California or five (5) days per occurrence for death occurring outside of California.

ARTICLE 16 LEAVE OF ABSENCE WITHOUT PAY

16.1 GENERAL PROVISIONS

The granting of any leave of absence without pay shall be based on the presumption that the employee intends to return to work upon the expiration of the leave and with the understanding that the primary purpose of the leave of absence without pay is not to seek or accept other employment. The decision to grant or deny an employee's request for a leave of absence without pay shall not be capricious or arbitrary.

16.2 DEPARTMENTAL LEAVE OF ABSENCE WITHOUT PAY UP THROUGH 160 WORKING HOURS

A departmental leave of absence without pay shall not exceed 160 working hours (prorated for part-time employees).

A. Eligibility.

1. Permanent Employees. An employee who has permanent status in their present class may be granted leave of absence without pay by the appointing authority for the purpose of improving the educational advancement or training of the employee for their position or career in County service, for cases of extended illness for which sick leave is not available, or in the event of urgent personal affairs that require the full attention of the employee.

2. Probationary or Provisional Employees on Original Appointment. Employees on an original appointment with probationary or provisional status may be granted a departmental leave without pay by the appointing authority in the case of illness or where it is clearly in the best interest of the County and requires the full attention of the employee, or as may be required under Federal or State Family Leave Acts.

16.3 LEAVES OF ABSENCE WITHOUT PAY WHICH EXCEED 160 WORKING HOURS

Employees may be granted a leave of absence without pay in excess of 160 hours in accordance with paragraphs A (1) and (2) of the subsection 16.2 of this Section subject to prior approval of the Personnel Director (prorated for part-time employees). The maximum period of leave of absence without pay is one (1) year, pursuant to Civil Service Rule XI B.

16.4 RIGHT OF RETURN

A. Permanent Employees

The granting of leave of absence without pay to an employee who has permanent status in their present class guarantees the right of their return to a position in the same class in

his/her department at its expiration, or at an earlier date after mutual consideration of the employee's request and the administrative requirements.

B. Probationary and Provisional Employees on Original Appointment.

The granting of a leave of absence without pay to an employee in this bargaining Unit on an original appointment with non-Civil Service status, including probationary or provisional status, does not guarantee the right of return, except as may be required under Federal and State Family Leave Acts.

16.5 FAILURE TO RETURN

Any employee who fails to return upon the expiration of any leave of absence without pay shall be regarded as having automatically resigned.

16.6 EFFECT OF LEAVE OF ABSENCE WITHOUT PAY ON SERVICE HOURS

Leave of absence without pay shall be deducted from hours of service for purposes of step advancement, probationary period, and County service, except as may be required by Workers' Compensation provisions. (Those hours of a leave which exceed 152 working hours shall be deducted for purposes of determining seniority credit.)

16.7 PARENTAL LEAVE - MEDICAL (DISABILITY) LEAVE

It is the policy of the County of Santa Cruz that female employees be provided:

A. Six weeks of medical leave on account of normal pregnancy, childbirth or related condition. Should the period of disability leave on account of normal pregnancy begin prior to the date of delivery, employees are to be provided a maximum of six weeks of disability leave from the date of delivery, provided that there is a physician's certification of the employee's medical disability for that period.

B. Up to four months of disability leave on account of complications which result in the disability of the affected employee, as supported by a physician's certification of the employee's medical disability for that period. Additional disability leave on account of complications which result in the disability of the affected employee, as supported by a physician's certification of disability for the period of leave, may be granted at the discretion of the appointing authority.

Disability leave requires a physician's statement (PER1081A form) that the employee is unable to perform the essential duties of her position under the current medical condition and continues only for the period of continued physician's certification of the employee's medical disability. The employee's department reserves the right to request a physician's certification of disability at any point during the leave, which is subject to review by a County physician. In cases of pregnancy and related medical conditions, the statement from the employee's physician should indicate the estimated date of delivery, whether the pregnancy is normal or not, and if it is not, a statement of prognosis.

It is the responsibility of the employee to request leaves in advance in accordance with the Personnel Regulations of the County of Santa Cruz. It is the employee's responsibility to ensure that the necessary physician's certification is provided.

16.8 PARENTAL LEAVE - PERSONAL LEAVE

(For employees who are NOT eligible for leave under Federal and State Family Leave Acts.)

Personal leave (including accrued paid leave such as vacation, annual leave, and leave of absence without pay) associated with maternity or adoption may be granted at the discretion of the appointing authority in accordance with provisions governing such leave in Section 160 of the Personnel Regulations. A reasonable period of personal leave connected with maternity or adoption is two (2) months.

A. For pregnancy/childbirth, this two (2) month period would include any requested time off which does not meet the medical disability requirements stated above (including any time taken off prior to birth when the pregnant employee is not disabled, as well as time taken off by the employee after the disability period).

B. For the father of a new born child or for the parent(s) of a newly adopted child, this two (2) month period includes any time taken off from the date of birth or adoption. Additional personal leave related to maternity or adoption may be granted at the discretion of the appointing authority. Departments may require documentation to support a request for personal leave for paternal reasons.

16.9 CONTINUATION OF INSURANCE BENEFITS DURING LEAVE WITHOUT PAY

To assure continuation of insurance benefits, employees must notify the Risk Management Division of the County Personnel Department when granted a leave of absence without pay in excess of one (1) pay period.

16.10 LIMITATIONS ON USE

A. Employees must use all earned sick leave prior to the effective date of any leave of absence without pay in case of illness.

B. Employees must use all accumulated compensatory time off prior to the effective date of any leave of absence without pay.

C. Specific beginning and ending dates must be identified for any leave of absence without pay.

D. Paid leave shall not be used, received or earned for any period of leave of absence without pay, except as provided for in the County Time Bank Policy.

16.11 EDUCATIONAL LEAVE

A. Employee Request for Time Off for Continuing Medical Education

Each permanent full-time employee in the Physicians' Representation Unit shall be eligible for forty (40) hours leave with pay each calendar year to attend courses, institutions, workshops or classes which meet requirements for Continuing Medical Education (CME) and are applicable and appropriate to the employee's area of practice.

Permanent part-time employees shall be entitled to educational leave on a pro-rated basis which provides annual educational leave hours equal to the scheduled hours in each employee's regular work week.

Educational leave shall be scheduled in the same manner as annual leave. Requests for time off to attend courses shall be submitted to the department head or designee in writing. Requests will be evaluated in a timely fashion, and approved provided that management determines that adequate medical provider staff is available to cover medical services in the absence of the physician requesting the leave.

Requests for time off to attend CME activities must be turned in six (6) weeks ahead of the activity, and for the months of November, December and January, three (3) months ahead of the activity.

The preceding time limits on requests for time off may be waived by mutual consent of management and the requesting employee.

Unused hours will not carry over from year to year.

B. Employer Directed Training

The County Health Department Management may direct staff to attend mandatory training. Such training shall occur on County time and shall not be counted against the leave time provided in subsection A above.

This provision shall not be subject to the grievance procedure.

ARTICLE 17 EMPLOYEE PARKING/BUS PASSES

The County currently has a program that provides free bus passes for employees in the 701 Ocean Street County Government Center area; these passes are paid for from permit fees for parking in this area. Should the County begin charging for employee parking in work locations other than the 701 Ocean Street County Government Center area, the County shall make free bus passes available to employees in such work locations. The County agrees to meet and confer on increases in rates for County provided parking spaces for employees in this Unit. The County agrees to meet and confer on the impact of policy changes adopted by the Board of Supervisors regarding employee parking.

ARTICLE 18 EMPLOYEE RIGHTS

18.1 ADVERSE ACTION

No adverse action of any kind shall be taken against any employee based upon material and/or documentation of which the employee has not been informed. A copy of any material and/or documentation used by the department as a basis for substantiating the action shall be provided to the employee. "Adverse action" is defined as a dismissal, demotion, suspension, placement at a lower salary step in the salary range of the employee, written reprimand, or transfer for purposes of punishment.

An employee may file a written response to any written reprimand entered in his/her personnel file. Such written response shall be attached to, and shall accompany the written reprimand. An employee who receives a written reprimand shall be afforded an opportunity to meet with the appointing authority regarding the reprimand, together with a representative of his/her choice.

Nothing in this section shall be construed to modify County Code or Civil Service Rule provisions regarding disciplinary actions (i.e., dismissal, suspension and demotion).

18.2 PERSONNEL FILES

The personnel file of each employee shall be maintained in the Personnel Department. Written material or drafts of written materials to be placed in an employee's file shall bear the employee's signature or verification that the employee received a copy.

Employees shall be provided with copies of any written personnel related material except routine clerical transactions. The employee or his/her designated representative shall be given a reasonable period of time during normal working hours, and without loss of pay, to prepare a written response to such material. The written response shall be placed in the employee's personnel file. An employee and/or his/her designated representative shall have the right at any reasonable time without loss of pay to examine and/or obtain a copy of any material from the employee's personnel file in accordance with administrative procedures with the exception of material that was obtained prior to the appointment of the employee involved.

All personnel files, including the files maintained in the Personnel Department and the operating department, shall be kept in confidence and shall be available for inspection by only the named employee, his/her designated representative, the Personnel Department in the performance of duty, and the supervisor/administrator with the specific responsibility to know its contents. Employees may designate a representative, who upon authorization of the employee, shall have access to that employee's personnel file for the purpose of assisting or advocating the rights of such employee. Any person reviewing an employee's file in the County Personnel Department or in the operating department (except for routine clerical transactions) shall be noted and dated in the employee's file at the time of the review.

18.3 ACCESS TO PERSONNEL REGULATIONS

The County Personnel Regulations are available on the County's Intranet site for employees to access.

18.4 EVALUATION

Each employee's supervisor is responsible for evaluating the employee's performance. Failure of the supervisor to present the employee with an evaluation within thirty (30) calendar days of the due date unless extension is mutually agreed upon, shall result in a satisfactory evaluation of the employee as of the due date. No extension will be granted beyond ninety (90) days. No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator(s). Any negative evaluation shall have attached documentation and shall include specific recommendations for improvement and provisions for assisting the employee in implementing any recommendations made. The employee shall have the right to review and respond to any evaluation. An employee may designate a representative for the purpose of assisting or advocating the right of the employee pursuant to an appeal of an evaluation. Only one (1) original and two (2) copies of an employee evaluation shall be made. The employee shall receive one (1) copy, the department shall retain one (1) copy, and the original shall be forwarded to the County Personnel Department for inclusion in the employee's personnel file. However, the employee's supervisor may also retain a copy of the most recent evaluation provided such evaluation is maintained in confidence. Employee appeal rights and appeal process shall be printed on the evaluation form.

18.5 DEFENSE AND INDEMNIFICATION

The County shall defend and indemnify an employee against any claim or action against the employee on account of an act or omission in the scope of the employee's employment with the County in accordance with and subject to, the provisions of California Government Code Sections 825 *et seq.*, 995 *et seq.*, and 996 *et seq.*

ARTICLE 19 HEALTH AND SAFETY

The UAPD and County agree that it is in the best interest of all concerned to provide a safe and healthy working environment. The County abides by the safety standards established by the State Division of Industrial Safety, pursuant to the Occupational Safety and Health Act. In order to assure that health and safety hazards are dealt with on a timely basis, the following procedure shall be used to deal with potential hazards:

- A. Employees shall report health or safety hazards to their immediate supervisor.
- B. If the immediate supervisor is unable to abate the hazard, the matter shall be referred to the department head who will meet with the employee and immediate supervisor regarding the matter.
- C. If the matter cannot be resolved by the department head, it shall be referred to the County Safety Officer for resolution. The County Safety Officer shall investigate and act within the limits of his/her authority on identified potential hazards in a timely manner. The County Safety Officer shall forward his/her findings to the County Administrative Officer for action as he/she deems appropriate.

ARTICLE 20 CLASSIFICATION ACTIONS AND SALARY PROTECTION

20.1 CLASSIFICATION ACTION

The County shall notify the official UAPD representative regarding appropriate classifications whenever the County intends to classify, reclassify, create, modify, alternately staff and/or abolish classes or class specifications existing in or appropriate to the bargaining Unit represented by the UAPD. The Union shall respond within ten (10) working days of the notice. The time limit for response may be extended upon request. Upon request, both parties shall meet and mutually share information, excluding work products, with regard to the classification study.

20.2 UNIT ASSIGNMENT

The County agrees to consult with the Union on the assignment of new classes to bargaining units subject to timely notification to the UAPD of intent of unit assignment by the County, and timely response to that notice by the Union. It is agreed that this provision supersedes subsection 181.7C of the Employer-Employee Relations Policy section on Establishment of Representation Units.

20.3 SALARY PROTECTION

A. Overfill Status

When an occupied regular or limited term position is reclassified downward, the probationary or permanent incumbent shall retain the salary of their former class by being placed in an overfill status for a period not to exceed five (5) years from the effective date of reclassification. The provision of overfill status is a protection device which is intended to reduce the impact of downward reclassification upon compensation and class seniority. While in an overfill status, the incumbent employee shall be eligible for step advancement, general salary adjustments and accrue seniority which would apply to the former class. All other benefits and rights of employee representation which are associated with the former class shall also apply to the incumbent employee while in the overfill status. Overfill provisions of the County shall be terminated at such time as the equivalent step within the salary range for the new class rises to meet or exceed the equivalent step in the salary range of the former class. In such event, the reclassified employee's salary shall be adjusted on an equivalent step basis (i.e., 2nd step to 2nd step) within the salary range for the new class and no further application of the overfill or Y-rate protection provisions shall apply. During the overfill period the employee's name shall be certified to vacant positions in the former class:

1. In the same department in order of seniority and
2. In other departments.

An employee who is overfilling shall be demoted to the new class upon:

1. Refusal of one (1) offer of employment in the former class in the same department; or

2. Refusal of three (3) offers of employment in the former class in other departments; or
3. At the termination of a five (5) year overfill period, whichever of the foregoing occurs first.

Upon such demotion the employee shall be placed at the step of the lower salary range which has the rate which is closest to but not less than his/her salary in the overfill class or in the event that the employee's salary in the overfill class is above the maximum salary rate for the lower class the employee shall be Y-rated.

B. Y-Rate

An employee who is placed on Y-rate shall retain their current salary rate in the former class for a period of two (2) years or until any step within the salary range of the new class rises to meet or exceed the frozen salary rate, whichever occurs first. The frozen salary rate shall be designated as a Y-rate. All other benefits and rights of employee representation, which are associated with the new class to which reclassified, shall apply to the incumbent employee while in the Y-rate status. Where the salary rate for any step within the range for the new class rises to meet or exceed the Y-rate salary, the employee's salary shall be adjusted to that step within the range which is closest to but not less than the Y-rate salary. If, at the expiration of the two (2) year Y- rate period the employee's salary rate is higher than the maximum established for the lower class, the employee's salary rate shall be adjusted to the maximum for the lower class.

ARTICLE 21 GRIEVANCE PROCEDURE

21.1 The County and the UAPD recognize that settlement of grievances is essential to sound employee - management relations. The parties seek to establish a mutually satisfactory method for the settlement of grievances of employees, or the Union. The parties encourage the prompt settlement of grievances. In presenting a grievance, the aggrieved and/or his/her representative is assured freedom from restraint, interference, coercion, discrimination or reprisal. Pursuant to this Memorandum of Understanding and the County's Procedures Manual Section 160, Salary, Compensation and Leave Provisions, which directly applies to employees in the UAPD, the procedures and provisions herein are established in order to maintain a reasonable and uniform process for dealing with disputes.

21.2 DEFINITION

A. A grievance may only be filed if it relates to:

1. A management interpretation or application of provisions of this Memorandum of Understanding which adversely affects an employee's wages, hours or conditions of employment.
2. A management interpretation or application of the County Procedures Manual Section 160, Salary, Compensation and Leave Provisions, which directly applies to employees in the Physicians' Representation Unit and which adversely affects the employee's wages, hours or conditions of employment.

B. Specifically excluded from the grievance procedure are:

1. Subjects involving amendment or change of a Board of Supervisors resolution, ordinance, minute order or this Memorandum of Understanding.
2. Dismissals, suspension, or reduction in rank or classification.
3. Probationary dismissals upon original appointment.
4. Content of performance evaluations.
5. Leaves of Absence.
6. Violation, misinterpretation, or misapplication of Civil Service Rules or provisions of the County Code.
7. Complaints regarding occupational health and safety or the applicable procedures for such complaints.
8. Complaints regarding Workers' Compensation or the applicable procedures for such complaints.
9. Complaints regarding Equal Employment Opportunity and Americans with Disabilities Act or applicable County, State, or Federal laws and/or procedures for such complaints.

21.3 PRESENTATION

Employees shall have the right to present their own grievance or do so through a representative of their own choice. Grievances may also be presented by a group of employees or by the Union. No grievance settlement may be made in violation of an existing rule, ordinance, memorandum of understanding, minute order or resolution of the Board of Supervisors or State law. UAPD grievances shall comply with all foregoing provisions and procedures.

21.4 GENERAL PROVISIONS

A. The provisions of this Article shall not abridge any rights to which an employee may be entitled under the County's Limited Civil Service System, or merit employment system, nor shall it be administered in a manner which would abrogate any power which, under the Limited Civil Service System, or merit employment system, is the sole province and discretion of the Civil Service Commission.

B. The time limits set forth in this Article are essential to the grievance procedure and shall be strictly observed.

1. Failure of the employee(s) or Union to file a grievance within the required time limits at step one shall result in automatic dismissal of the grievance. Failure of

the employee(s) or the Union to appeal the grievance to the next step within the required timelines shall result in the automatic dismissal of the grievance. Failure of the County to respond within the required time limits at any step shall result in an automatic advancement of the grievance to the next step.

2. Time limits specified in the processing of grievances may be waived by mutual written agreement.

C. In no event shall any grievance include a claim for monetary relief for more than a ninety (90) day period prior to filing of the grievance. Any grievance settlement shall be implemented in the second pay period following the settlement of the grievance. Grievance settlements shall be in writing and shall specify the name of each affected employee and the specific relief to be afforded to each.

D. Grievances may, by mutual agreement, be referred back for further consideration or discussion to a prior step or advance to a higher step of the grievance procedure.

E. No hearing officer shall entertain, or make findings of fact or recommend on any dispute unless such dispute involves a position in a unit represented by the Union and unless such dispute falls within the definition of a grievance as set forth in this Article.

21.5 PROCEDURE

A. Informal.

Employees are encouraged to act promptly through an informal meeting with their immediate supervisor in an attempt to resolve the matter before it becomes the basis for a formal grievance. Any resolution reached at the informal step must be in accordance with the provisions of this agreement, or other resolution, rule or ordinance.

B. Formal

1. STEP 1. Within thirty (30) calendar days of occurrence or discovery of an alleged grievance, the grievance may be presented to the department head or designated representative. The grievance shall be submitted on a County of Santa Cruz Employee Grievance Form and shall contain the following information:

- a. The name of the grievant.
- b. The specific nature of the grievance.
- c. The date, time and place of occurrence.
- d. Specific provision(s) of the Memorandum of Understanding violated, or Section 160 of the County Procedures Manual alleged to have been violated that are applicable to employees in this Unit.
- e. Any steps that were taken to secure informal resolution.

f. The corrective action desired.

g. The name of any person or representative chosen by the employee to enter the grievance. The employee shall be allowed reasonable time to meet with a designated representative. A reasonable amount of time will be granted the employee and representative to handle the initial investigation and processing of the grievance. The representative may discuss the problem with employees immediately concerned and attempt to achieve settlement of the matter.

The department head or designated representative shall provide a written decision within thirty (30) calendar days of receipt of the grievance. Unless mutually waived, the department head or designee shall meet with the grievant/Union prior to issuing their decision.

2. STEP 2. If the aggrieved is not satisfied with the first step decision, they may, within fourteen (14) calendar days after receipt of the decision, present a written appeal of the decision to the Personnel Director or designated representative. The Personnel Director or designated representative shall provide a written decision within fourteen (14) calendar days of receipt of the appeal. Unless mutually waived, the Personnel Director or designee shall meet with the grievant/Union prior to issuing their decision.

3. STEP 3. The decision of the Personnel Director or designated representative may be appealed within seven (7) calendar days to a hearing officer. The written appeal shall be filed with the Personnel Director.

4. HEARING OFFICER

The hearing officer's compensation and expenses shall be borne equally by the grievant(s) and the County. Each party shall bear the costs of its own presentation, including the preparation and post hearing briefs, if any. The hearing officer shall be selected by mutual agreement between the parties. If the parties are unable to agree upon a hearing officer, the parties shall jointly request the State Conciliation and Mediation Service to submit a list of seven (7) qualified hearing officers. The parties shall then alternately strike names from the list until one name remains, and that person shall serve as the hearing officer. The party having the first choice to strike a name from the list shall be determined by lot.

a. Procedures for choosing a hearing officer shall begin within thirty (30) calendar days of receipt of the appeal at step 3. Prior to the selection of the hearing officer, the parties will attempt to stipulate to as many facts as possible and agree on the issue(s) to be submitted to the hearing officer.

b. Proceedings shall be recorded but not transcribed except at the request of either party to the hearing. The party requesting the transcripts shall bear the expense. Upon mutual agreement, the County and the grievant may submit briefs to the hearing officer in lieu of a hearing.

c. At the conclusion of the hearing, both parties shall jointly consider whether the type of case involved lends itself to immediate mediation. If both parties agree to do so, then the hearing officer shall proceed to attempt to settle the particular grievance by the use of mediation. If through mediation the parties can reach a mutually acceptable disposition, then that disposition shall become the decision of the hearing officer. The position of either party to proceed or not to proceed to mediation shall not be disclosed and/or implied by either party to the hearing officer. If the mediation process does not result in an acceptable resolution to both parties within one (1) additional day of the conclusion of the hearing, the case shall be determined solely by the hearing officer. If there is no agreement to proceed through the mediation step, then the case shall be determined solely by the hearing officer.

d. Except when briefs are submitted as specified in the preceding, it shall be the duty of the hearing officer to hear and consider evidence submitted by the parties and to thereafter make written findings of fact and a decision within fifteen (15) calendar days of the conclusion of the hearing.

e. The hearing officer shall have no authority to add to, detract from, alter, amend or modify any provision of this Agreement or impose on any party hereto a limitation or obligation not explicitly provided for in this agreement. Nor shall the hearing officer have any authority to add to, detract from, alter, amend or modify any resolution, ordinance or minute order of the Board of Supervisors, State law, or written rule.

f. The decision of the hearing officer shall be final and binding upon the parties.

ARTICLE 22 LAYOFF PROVISIONS

22.1 DEFINITIONS

A. Layoff: The involuntary separation of an employee because of lack of work, lack of funds, reorganization, in the interest of economy or other reasons determined by the Board of Supervisors to be in the best interest of County government for County employees.

B. Permanent: The term "permanent" (including "permanent status") encompasses the purpose below for this Article (22) only. For positions in the Classified Service, this term has the meaning defined under the Limited Merit System of the County.

C. Probationary: The term "probationary" (including "probationary status") encompasses the purpose below for this Article (22) only. For positions in the Classified Service, this term has the meaning defined under the Limited Merit System of the County.

22.2 PURPOSE OF LAYOFF PROVISION

To provide a prompt and orderly process for reduction in the County workforce when determined to be necessary by the Board of Supervisors for the County.

22.3 DECISION PROCESS

The Board of Supervisors shall determine the department in which the reduction is to be made and the number and classes of positions to be eliminated for the County.

22.4 SCOPE OF APPLICATION

Layoff provisions shall apply only to the department in which a workforce reduction is to occur and to the classes designated for layoff, or affected by displacement, within that department.

The County Personnel Department shall provide affected employees with two (2) weeks written notice of layoff and/or displacement. Layoff provisions shall not apply to a temporary layoff declared under the authority of the Board of Supervisors of less than four (4) cumulative weeks per fiscal year for the County.

22.5 ORDER OF LAYOFF

Whenever it is necessary to layoff one (1) or more employees in a department, the Personnel Director will prepare a list of the order of layoff in accordance with the following:

- A. Extra-help employees performing work within the affected class(es) shall be laid off first;
- B. A call for volunteers, in order of seniority (to be considered a layoff). Such employees may not displace (bump) to another class;
- C. Provisional employees in the affected class(es) shall be laid off next;
- D. Probationary employees working in the affected class(es) shall be laid off next;
- E. Permanent employees shall be laid off last in reverse order of seniority as defined below in 22.7.

22.6 DISPLACEMENT (BUMPING) IN LIEU OF LAYOFF

Displacement is the movement in a layoff of an employee to an equal or lower class on the basis of seniority. An employee cannot displace to a higher class. If an employee who is to be laid off had permanent status in an equal or lower class in the department in which layoff occurs, such employee shall be offered a vacant position in the equal or lower class in the department or he/she may displace an employee of that department having less seniority as defined in 22.7.

Any employee thus displaced may in the same manner displace another employee. Should an employee have the right to displace in more than one (1) class, he/she shall

displace first in the highest class in which he/she has rights. Should an employee have the right to displace to two (2) or more equal, lower classes, he/she shall displace first to the most recently occupied equal class.

22.7 SENIORITY FOR PURPOSES OF LAYOFF AND DISPLACEMENT

Seniority rights for purposes of layoff and displacement and involuntary reduction in authorized hours shall be available only to County employees in the Classified Service that have attained permanent status as defined in 22.1, above.

Seniority credits for purposes of layoff, displacement and involuntary reduction in authorized hours shall be determined by crediting one (1) seniority point for each full eighty (80) hours of authorized service in a class while in continuous County service.

A. Authorized hours of service are the number of hours formally established for a position by the Board of Supervisors or County Administrative Officer action. Hours worked in excess of the number of hours authorized, whether overtime or otherwise, shall not be included in determination of seniority credit.

B. Continuous County service is service uninterrupted by termination and provided that those hours of a leave of absence without pay which exceed 152 consecutive hours shall be deducted from the authorized hours of service total for purposes of determining seniority credit.

For purposes of seniority only, an employee who is laid off and reappointed to a regular position within two (2) years of layoff shall not be considered to have terminated. However, no seniority credit shall accrue for such an employee during the period of layoff.

For purposes of layoff, displacement, and involuntary reduction in authorized hours, seniority credit shall accrue for classes in which permanent status has been obtained. Seniority may be accumulated when moving from one department to another (e.g., through promotion, transfer, or demotion) however, it shall only apply to the department in which a workforce reduction is to occur and only for classes designated for layoff or affected by displacement or involuntary reduction in authorized hours within the department. Seniority credit for prior service in higher or equal levels in which permanent status was obtained shall be applied to a current class in which permanent status has been obtained.

Permanent service in two (2) classes at the same level shall be combined and accrue to the most recent class for seniority credit. Seniority in the current class shall be added to seniority in the next lower class in which permanent status has been obtained for purposes of displacement. Determination of the relationship between existing classes with respect to higher, equal or lower status shall be based upon the current relationship of the fifth step salary for the classes.

If an employee has achieved permanent status in a class which has been abolished, seniority credit will be applied to an equal or the nearest lower level class, if any, in which the employee has achieved permanent status based on the salary relationship in

existence at the time the class was abolished. Probationary and provisional service in a class will not be credited for seniority in the class unless permanent status is achieved in the class without a break in service. If permanent status is not achieved, probationary and provisional service and "work in a higher class" shall be counted for seniority credit in the next lower class in which the employee has achieved permanent status in continuous service.

Employees who have been promoted from a lower class to a higher class through a reclassification action since July 1, 1977, shall have one-half of their seniority credits in the lower class applied to the higher class upon completion of probation in the higher class.

22.8 OPPORTUNITY FOR EMPLOYEE REVIEW

To the extent possible under Civil Service Rules, employees should not lose their seniority credit under this Article because classes have been revised, established, abolished or retitled. All employees shall be provided an opportunity, through their employing department, to review the record of service for which they have been given seniority credit. Such records of service shall be made available to the employee no later than April 15 of each year. Employees shall be provided an opportunity to submit *information supporting a differing conclusion*. Determination of credit for prior service for revised, established, abolished or retitled classes may be appealed to the Personnel Director. The findings of the Personnel Director shall be final and not subject to further review.

22.9 RETENTION OF REEMPLOYMENT LIST STATUS

Laid off employees having permanent status at the time of layoff, or permanent employees who displaced to a lower class on the basis of prior permanent status in the lower class, or permanent employees who have had the authorized hours of their positions involuntarily reduced, shall be certified to openings from reemployment lists established for each class in which they have reemployment rights. Such employees shall be placed on the Departmental Reemployment List in order of seniority, and such employees shall also be placed on a Countywide Reemployment List as a block in no particular order.

A. Departmental Reemployment Lists.

If an opening occurs in the department from which employees were laid off, those on the reemployment list will be certified to positions in the class from which they were separated on a one-to-one basis in order of seniority. A Departmental Overfill List is the only list that shall have precedence over a Departmental Reemployment List. (Civil Service Rules, Section IV) A department may request selective certification of bilingually qualified employees from a Departmental Reemployment List for a vacant position that is designated as bilingual pursuant to Article 13.3. If there is no departmental reemployment list, the order of certification shall be: (1) Countywide Overfill List; (2) Countywide Reemployment List; and (3) other employment lists as specified in Civil Service Rule VI B 2.

B. Countywide Reemployment Lists.

If an opening occurs in a class in departments other than the one in which the layoff took place, the Personnel Director shall certify the Countywide Overfill Lists for that class to the other department(s). If there is no Countywide Overfill List for the class, the next list to be certified shall be the Countywide Reemployment List. Names on such a Countywide Reemployment List shall be certified together as a block in no particular order. A department may request selective certification of bilingually qualified employees from a Countywide Overfill List for a vacant position that is designated as bilingual pursuant to Article 13.3. If there is no Countywide Overfill List, the order of certification shall be:

1. Countywide Reemployment List; and
2. Other employment lists as specified in Civil Service Rule VI B 2.

C. Retention of Reemployment List Status.

A laid off employee shall remain on the Reemployment Lists for the class until either of the following occurs:

1. He/she refuses one (1) offer of an interview or one (1) offer of reemployment in the class from which he/she was laid off or displaced; OR
2. Twenty-four (24) months have elapsed from the date of layoff or displacement. A laid off employee's name may also be removed from reemployment lists on evidence that the person cannot be located by postal authorities. The name of a person on a reemployment list who fails to reply within ten (10) working days to a written certification notice shall be removed from the reemployment lists for the class. Such person's name may be restored to the list upon written request by the person.

22.10 PREFERENTIAL CONSIDERATION

The Personnel Department will, within the latitude of the Civil Service Rules, attempt to assist probationary and permanent employees subject to layoff as a result of the application of these provisions. To avail themselves of this assistance, such employees shall submit complete, up-to-date employment applications upon request of the Personnel Department. Assistance to be provided to such employees by the Personnel Department will entail:

- A. Referral of laid off probationary employees on a "re-entry" list for consideration of appointments to the class from which laid off, along with persons on other eligible lists.
- B. Referral of reemployment lists as alternate lists to vacancies in other classes for which there are no employment lists, in accordance with Civil Service Rules.

C. Referral of "re-entry" lists as alternative lists to vacancies in other classes for which there are no employment lists in accordance with Civil Service Rules.

D. Job search training for groups of affected employees, within staffing and on-going workload limitations.

E. Counseling with respect to placement in other County jobs, within staffing and on-going workload limitations. Employees whose names remain on a reemployment list may compete in promotional examinations pursuant to Civil Service Rule VIII.

22.11 EMPLOYEES APPOINTED TO LIMITED-TERM POSITIONS

Notwithstanding any other provisions of this Article (Article 22), an employee appointed to positions designated as limited term by the Board of Supervisors shall be laid off at the expiration of that limited-term position without regard to other provisions of the Article.

22.12 OTHER MEANS OF ATTAINING PERMANENT STATUS FOR PURPOSES OF SENIORITY

For purposes of layoff only, an employee with hours of service equivalent to at least six (6) months continuous probationary service in a class may be considered to have attained permanent status in that class provided all the criteria specified below are met.

A. The employee has completed hours of service equivalent to at least six (6) months continuous probationary service in a higher class in the same class series.

B. The appointment to the higher class in the class series, as described in A, above, immediately followed the probationary service in the lower class.

C. Each performance evaluation pursuant to Civil Service Rule X (A) received in both classes had an overall rating of satisfactory or better.

D. The employee submits a written request to his/her appointing authority which specifies the class in which he/she wishes to have permanent status for purposes of layoff applied, and the appointing authority concurs with C, above. The appointing authority's concurrence relates to the facts of the situation.

E. The Personnel Director verifies that sufficient hours of service were attained in probationary status, service in the two (2) classes was continuous and uninterrupted, and that the two (2) classes are in the same class series.

22.13 CONTRACTING OUT AND NOTIFICATION OF LAYOFF

The County agrees that prior to taking action to contract out functions or activities now performed by employees in the Physicians' Representation Unit, the County will provide the UAPD with reasonable written notice and will meet with the Union and discuss alternative ways to achieving the County's objectives. The County agrees that, prior to the Board of Supervisors taking action to layoff employees in the Physicians'

Representation Unit, the County will discuss alternative ways of achieving the County's objectives with the Union.

ARTICLE 23 JOB SHARING, PART-TIME, FLEXIBLE WORK HOURS, VTO

The County acknowledges that there may be benefits both to the employer and employee in the application of job sharing, voluntary time off (VTO), and part-time employment or flexible work hours for employees. The County agrees to consider the feasibility of additional implementation of job sharing, part-time work or flexible hours in individual departments as specified below:

- A. The UAPD and the County agree to consult on job sharing, part-time, and flex-time requests by employees during the period November through February of each contract year.
- B. The UAPD shall make prompt request to consult and specify matter(s) to be discussed and provide reasons for the request. The department shall respond promptly, meet at the earliest mutually agreeable date, make reasonable efforts to attempt to reach agreement and provide reasons for their decision if denied.
- C. Should agreement not be reached, the Personnel Department will work with both parties to resolve the matter. If after thirty (30) days the matter cannot be resolved it shall be dropped for a twelve (12) month period.
- D. The parties may mutually agree to accelerate or extend the time limits of this Article.
- E. The County agrees that denials of requests shall not be arbitrary or capricious.

ARTICLE 24 CLINICAL CARE MANAGEMENT COMMITTEE

The parties agree that there will be a committee comprised of representatives of HSA management and the UAPD stewards/members with both psychiatrists and clinic physicians being represented. The committee will plan to meet at least quarterly and more often if needed for specific issues by mutual agreement. The purpose of the committee is for communication and information sharing; problem solving on relevant issues such as changes to the work environment, new state or federal requirements, optimal methods for pharmacy management, recruitment and retention issues, patient care and staffing, optimizing revenues to support needed services, efficient use of valuable staff time and resources, etc. Any proposals mutually agreed to by the Committee will be recommended to the Agency Director for review and response. Issues discussed in the Committee are only grievable if they otherwise meet the definitions of a grievance under Article 22.

ARTICLE 25 WORK SCHEDULE/LOCATION ASSIGNMENT

- A. Work Schedules/Schedule Changes.

Except as provided below, the standard work schedule shall be eight (8) hours per day, five (5) days per week, with two (2) consecutive days off. Except for overtime, call-back

and on-call assignments, departments which need a different operational schedule shall maintain and post an employee assignment schedule. No employee, except in case of emergency, shall be required to work a different work schedule than assigned (including an alternate schedule) unless the employee has been notified in writing at least five (5) working days in advance of the change in work schedule.

1. Alternate Schedules

a. Upon recommendation of a department head or designee, flex-time, job sharing and voluntary reduced work hour programs may be established after consultation with the Personnel Director and the UAPD. Job sharing programs require that benefits (excluding employee insurances) be prorated.

b. Current alternate work schedules may include 9/80 schedules, 4/10 schedules, and/or other alternate schedules. Individuals assigned to such schedules shall accrue leave and holiday hours on the same basis as employees working the standard 5/8 work schedule. Employees shall also be charged time off based on the number of hours in the workday missed.

c. Should the County elect to eliminate an existing alternate schedule, or establish a new alternate schedule, it will provide five (5) working days advance written notice to the UAPD and will meet and confer upon Union request.

B. Transfer.

The County shall provide five (5) working days written notice when transferring employees to a new location in excess of ten (10) miles from their current worksite, except in cases of emergencies. Transfers shall not be arbitrary or capricious.

C. Hours Worked.

All hours worked exclusive of overtime (as defined in Article 11.1) shall apply to step advancement and annual leave accrual. When necessary, the department shall circulate departmental interest cards to establish an extra work interest list. Employees shall have five (5) working days to place their name on the interest list. Prior to hiring temporary workers, the department shall consider this list for the filling of temporary vacancies when practical.


D. Seniority Defined.

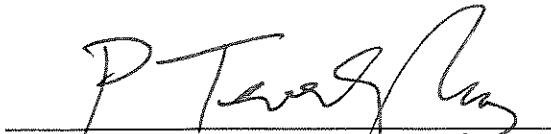
When used, seniority for purposes of overtime and shift assignment within the work Unit shall be determined by the most recent date of appointment to the current class and department of the employee.

ARTICLE 26 SEVERABILITY OF PROVISION

In the event that any provision of this Memorandum of Understanding is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of the Memorandum of Understanding shall be null and void. However, such nullification shall not affect any other provision of this Memorandum of Understanding, as all other provisions shall remain in full force and effect.


UAPD Team:

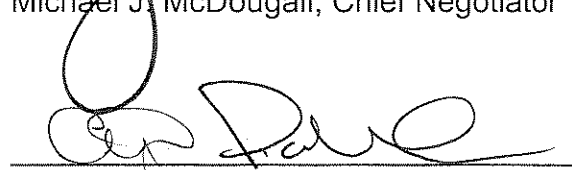

Pat Hernandez, Chief Negotiator



Patrick Teverbaugh, Psychiatrist


Jeffrey Young, Clinic Physician

County Team:


Michael J. McDougall, Chief Negotiator


Ajita Patel, Deputy Director


Terri Cobbs, Sr. Personnel Analyst


Rama Khalsa, HSA Administrator