

# Memorandum of Understanding

between

**County of San Mateo**

and

**Union of American Physicians & Dentists**  
(UAPD)

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**August 8, 2010 – October 13, 2012**

**UNION OF AMERICAN PHYSICIANS & DENTISTS**  
**Memorandum of Understanding**

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# MEMORANDUM OF UNDERSTANDING

The Union of American Physicians and Dentists and representatives of the County of San Mateo have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of unit members in the Professional Physicians representation unit, have exchanged freely information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such unit members.

This Memorandum of Understanding is entered into pursuant to the Meyers-Miliias-Brown Act (Government Code Sections 3500 et seq.) and has been jointly prepared by the parties.

This Memorandum of Understanding shall be presented to the County Board of Supervisors and, if appropriate, to the Civil Service Commission as the joint recommendations of the undersigned for salary and unit member benefit adjustments for the period commencing August 8, 2010 and ending October 13, 2012.

## **Section 1. Recognition**

The Union of American Physicians and Dentists, hereinafter referred to as the "Union", is the recognized employee organization for the Professional Physicians representation unit, certified pursuant to Resolution No. 38586, adopted by the Board of Supervisors on May 16, 1978.

## **Section 2. Union Security**

### **2.1 Dues Deduction**

The Union may have the regular dues of its members within a representation unit deducted from unit members' pay checks under procedures prescribed by the County Controller for such deductions. Dues deduction shall be made only upon signed authorization from the unit member upon a form furnished by the County, and shall continue (1) until such authorization is revoked, in writing, by the unit member; or (2) until the unit member transfers to a unit represented by another employee organization. Unit members may authorize dues deductions only for the organization certified as the recognized employee organization of the unit to which such unit members are assigned.

The County Controller will accept dues deduction authorization forms from unit members in the representation unit covered by the Memorandum of Understanding.

The Union shall hold the County of San Mateo and its officers and employees, including but not limited to the County Controller, harmless for following the instructions contained in such dues deduction authorizations. The County shall deliver revocations of membership to the Union on a biweekly basis and include verification that receipt was by registered mail.

The Controller shall accept authorization for dues deduction on a biweekly basis.

## 2.2 Agency Shop

- A. The Union agrees that it has a duty to provide fair and non-discriminatory representation to all unit members in all classes in the units for which this section is applicable regardless of whether they are members of the Union.
- B. All unit members employed in the representation unit shall as a condition of employment either:
  - 1. Become and remain a member of the Union; or
  - 2. Pay to the Union, an agency shop fee in an amount which does not exceed an amount which may be lawfully collected under applicable constitutional, statutory, and case law (e.g., Hudson v. Chicago Teachers Union, Local No. 1, AFL-CIO), which shall be less than the monthly dues made during the duration of this Memorandum of Understanding, it being understood that it shall be the sole responsibility of the Union to determine an agency shop fee which meets the above criteria; or
  - 3. Do both of the following:
    - a. Execute a written declaration that the unit member is a member of a bonafide religion, body, or sect which has historically held a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and
    - b. Pay a sum equal to the agency shop fee described above to one of the negotiated non-religious, non-labor, charitable funds that is exempt from taxation under Section 501(c) (3) of the Internal Revenue Code.
- C. As a condition of employment, all new workers who are hired into a classification covered by this Memorandum of Understanding on or after the effective date of this Agency Shop provision as specified above, shall at the time of hire execute an authorization for the payroll deduction of one of the options specified in Section C. 1, 2, and 3 above.
- D. Those unit members who elect membership in the Union shall continue to pay Union dues for the duration of this Memorandum of Understanding and each Memorandum of Understanding thereafter. For a period of one hundred and ten to ninety (110-90) days prior to the expiration of this Memorandum of Understanding and one hundred and ten to ninety (110-90) days prior to the expiration of any subsequent Memorandum of Understanding, any unit member who is a member of the Union shall have the right to withdraw from the Union by discontinuing dues deduction and selecting one of the options specified in Section C above. Said withdrawal shall be communicated by the unit member during that period of time in writing to the County Controller to be delivered by certified mail and must be postmarked during the one hundred and ten to ninety (110-90) day period.

- E. The Union shall provide the County with a copy of the Union's "Hudson Procedure" for the determination and protest of its agency shop fees. The Union shall provide the County with sufficient copies so that the County can provide a copy of the Union's "Hudson Procedure" to every unit member hired into a class represented by the Union after the effective date of this Memorandum of Understanding. The Union shall provide a copy of said "Hudson Procedure" to every fee payer covered by this Memorandum of Understanding within one month from the date it is approved and annually thereafter, and as a condition to any change in the agency shop fee. Failure by a unit member to invoke the Union's Hudson Procedure within one month after actual notice of the Hudson Procedure shall be a waiver by the unit member of their right to contest the amount of the agency shop fee.
- F. If, after all other involuntary and insurance premium deductions are made in any pay period, the balance is not sufficient to pay the deduction of Union dues, agency fee, or charity fee required by this Section, no such deduction shall be made for the current pay period.
- G. The provisions of Sections C and D shall not apply during periods that a unit member is separated from the representation unit but shall be reinstated upon the return of the unit member to the representation unit. The term separation includes transfer out of the unit, layoff, and leave of absence with a duration of more than thirty (30) days.
- H. Annually, the Union shall provide the Human Resources Department Director with copies of the financial report which the Union annually files with the California Public Employee Relations Board or the United States Department of Labor (Form LM-2). Such report shall be available to unit members in the unit. Failure to file such a report within sixty (60) days after the end of its fiscal year shall result in the termination of all agency shop fee deductions without jeopardy to any unit member, until said report is filed.
- I. The County shall provide the Union with a monthly bargaining unit list that contains current employee information, including name, home address, classification, date of hire, union membership status, and work location.
- J. Compliance
1. A unit member employed in a representation unit that has been granted Agency Shop in accordance with Section C above and all unit members hired after the effective date of this Section 2.2 into a job class covered by this Memorandum of Understanding shall be provided with an "Employee Authorization for Payroll Deduction" card by the Union.
  2. If the form authorizing payroll deduction is not returned to the County Controller within thirty (30) calendar days after notice of this agency shop fee provision and the Union's "Hudson Procedure," and the Union dues,

agency shop fee, or charitable contribution required under Section C.3 are not received, and the unit member has not timely invoked the Union's Hudson Procedure, or if invoked, the unit member's Hudson Procedure rights have been exhausted, the Union may, in writing, direct that the County withhold the agency shop fee from the unit member's salary, in which case the unit member's monthly salary shall be reduced by an amount equal to the agency shop fee and the County shall pay an equal amount to the Union.

- K. The Union shall indemnify, defend, and save the County harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability that arise out of or by reason of this union security section, or action taken or not taken by the County under this Section. This includes, but is not limited to, the County's attorneys' fees and costs.
- L. In the event that unit members in a bargaining unit represented by the Union vote to rescind "Agency Shop," the provisions of Section 2.1 shall apply to dues-paying members of the Union.

### 2.3 Communications with Unit members

The Union shall be allowed by a County department, in which it represents unit members, use of available bulletin board space for communications having to do with official organization business, such as times and places of meetings, provided such use does not interfere with the needs of the department. The Union may distribute materials to unit members within the unit it represents through County mail distribution channels if approved by the Human Resources Department Director. This privilege may be revoked in the event of abuse after the Human Resources Department Director consults with the representatives of the Union. Any representative of the Union shall give notice to the department head or designated representative when contacting departmental unit members during the duty period of the unit members, provided that solicitation for membership or other internal employee organization business shall be conducted only during the non-duty hours of all unit members concerned. Prearrangement for routine contact may be made by agreement between the Union and the department head and when made shall continue until revoked.

### 2.4 Use of County Buildings

County buildings and other facilities may be made available for use by County unit members or the Union or its representatives in accordance with such administrative procedures as may be established by the County Manager or department heads concerned.

### 2.5 Advance Notice

Except in cases of emergency as provided below in this subsection, the Union, if affected, shall be given reasonable advance written notice of any ordinance, resolution, rule or regulation directly relating to matters within the scope of representation proposed to be adopted by the County and shall be given the opportunity to meet with the appropriate management representatives prior to adoption.

In cases of emergency when the foregoing procedure is not practical or in the best public interest, the County may adopt or put into practice immediately such measures as are

required. At the earliest practicable date thereafter the Union shall be provided with the notice described in the preceding paragraph and be given an opportunity to meet with the appropriate management representatives.

### **Section 3. No Discrimination**

There shall be no discrimination because of race, creed, color, national origin, sex, sexual orientation or legitimate union activities against any unit member or applicant for employment by the Union or by the County or by anyone employed by the County; and to the extent prohibited by applicable state and federal law there shall be no discrimination because of age. There shall be no discrimination against any disabled person solely because of such disability unless that disability prevents the person from meeting the minimum standards established.

### **Section 4. Union Stewards and Official Representatives**

#### **4.1 Attendance at Meetings**

County unit members who are official representatives or Stewards of the Union shall be given reasonable time off with pay to meet and confer or consult with management representatives or to be present at hearings where matters within the scope of representation are being considered. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of County services as determined by the County. Such representatives or Stewards shall submit written requests for excused absences to the Human Resources Department Director at least two (2) working days prior to the scheduled meeting whenever possible. Except by agreement with the Human Resources Department Director, the number of unit members excused for such purposes shall not exceed three (3) at any one time. For the purpose of negotiating a successor Memorandum of Understanding, the maximum number of unit members shall not exceed four (4). If any unit member's request for excused absence is not approved, such disapproval shall be subject to appeal to the County Manager whose decision shall be final.

#### **4.2 Handling of Grievances**

The Union shall designate a reasonable number of Stewards to assist in resolving grievances. The designation will depend on such circumstances as geographical locations, hours of employment and departmental organizational structure. The Union shall notify the Human Resources Department Director in writing of the individuals so designated. Alternates may be designated to perform Steward functions during the absence or unavailability of the Stewards.

Stewards may be relieved from their assigned work duties by their supervisors to investigate and process grievances initiated by other unit members within the same work area or representation unit. Requests for released time shall not be denied unreasonably. Stewards shall promptly report to the Union any grievances which may arise and cannot be adjusted on the job. Supervisory unit members shall not represent non-supervisory unit members in a grievance procedure. Neither a Steward nor the Union shall order any changes, and no change shall be made except with the consent of the appropriate department heads.

## **Section 5. Salaries**

5.1 The salary ranges for all unit members in the aforementioned representation unit will be as set forth in Exhibit A which is attached hereto and made a part hereof. The rates of pay set forth in the Exhibit represents for each classification the standard rate of pay for full-time employment, unless the schedule specifically indicates otherwise. As reflected in the Exhibits, salaries shall be adjusted as follows: increased by 3% effective August 12, 2007; 3% effective August 10, 2008; 3% effective August 9, 2009.

Effective August 12, 2007, equity adjustments shall be as follows: 3.6% for Staff Physicians, 8% for Adult Psychiatrists, 5.8% for Child Psychiatrists, and 6% for Dentists.

The County agrees to conduct salary surveys in August 2009 for the Adult Psychiatrist, Child Psychiatrist, Staff Physician and Dentist classifications, on the same comparator agencies: Alameda County, Contra Costa County, San Francisco City & County, Santa Clara County. If the survey indicates that the salaries in any of the above listed classifications is more than three percent (3%) behind the mean, the parties will meet to discuss the appropriate equity.

Effective August 12, 2007 employees at ten (10) years of full-time County service (20,800 hours) shall be eligible to receive two percent (2%) experience pay differential.

The rates of pay set forth in the Exhibits, unless otherwise indicated in the schedules, represent the total compensation due unit members, except for overtime compensation and other benefits specifically provided for by the Board of Supervisors.

The rates of pay set forth in the Exhibits do not include reimbursement for actual and necessary expenses for traveling, subsistence and general expenses authorized and incurred incident to County employment.

Physicians working as Inpatient Psychiatrists shall receive premium pay at the rate of ten percent (10%) of their salary in addition to all other compensation.

Physicians who obtain Board certification in a specialty and who practice that specialty as their main assignment shall be paid a five percent (5%) premium in addition to all other compensation.

Child Psychiatrists who obtain Board certification in a specialty and who practice that specialty as their main assignment shall be paid a five percent (5%) premium in addition to all other compensation.

Physicians who obtain Board Certification in a specialty that is not their main assignment, but rather in a specialty that is deemed by either the Director of Mental Health Services or the CEO of Hospital and Clinics to provide added value to the County, shall be paid a five percent (5%) premium in addition to all other compensation.

No Physician shall receive more than two Board Certification differentials.

The decision as to whether or not an application for an additional five percent (5%) premium provides added value to the County may be appealed to the Director of the Human Resources Department, whose decision is final.

- 5.2 Except as herein otherwise provided, the entrance salary for a new unit member entering County service shall be the minimum salary for the class to which appointed. When circumstances warrant, the Human Resources Department Director may, upon recommendation of the department head, approve an entrance salary which is more than the minimum salary. The Human Resources Department Director's decision shall be final. Such a salary may not be more than the maximum salary for the class to which that unit member is appointed unless such salary is designated as a "Y" rate by the Board of Supervisors.
- 5.3 Permanent and probationary unit members serving in regular established positions shall be considered by the appointing authority on their salary anniversary dates for advancement to the next higher step in the salary schedule for their respective classes as follows. A step shall be defined as 5.74%, and all references to a "step" in this agreement are understood to equate to 5.74%. All increases shall be effective at the beginning of the next full pay period. All paid time off shall be computed as hours worked for the purpose of this section. The first Step in the salary schedule is Step B.
- (1) After completion of 1040 regular hours satisfactory service in Step B of the salary schedule, and upon recommendation of the appointing authority, the unit member shall be advanced to the next higher step in the salary schedule for the classification. If a unit member is appointed at a step higher than the first step of the salary range for that classification, the first merit increase shall be after completion of 2080 regular hours of satisfactory service.
  - (2) After the completion of 2080 regular hours satisfactory service in each of the salary steps above B, and upon recommendation of the appointing authority, the unit members shall be advanced to the next higher step in the salary schedule for the classification until the top of the range is reached.
  - (3) Upon recommendation of the appointing authority and approval by the Human Resources Department Director, unit members may receive special merit increases at intervals other than those specified in this Section. The Human Resources Department Director's decision shall be final.
  - (4) If a unit member completes the 1040 or 2080 hours in the middle of a pay period, the unit member shall be eligible for an increase as follows:
    - if the merit increase period is completed during the first week of a pay period the increase will be made effective with the start of the then current pay period.
    - if the merit increase period is completed during the second week of a pay period the increases will be made effective

with the start of the next pay period.

- 5.4 Each unit member shall be considered for salary step increases according to the date of that unit member's appointment, or the revised salary anniversary date. If a unit member begins service later than the first business day of a biweekly pay period, or has changes which would cause the salary anniversary date to be on other than the first business day of a biweekly pay period, then the salary anniversary date shall be determined from the first day of the following biweekly pay period.

Changes in a unit member's salary because of promotion, upward reclassification, postponement of salary step increase, or special merit increase will set a new salary anniversary date for that unit member, which date shall be as stated in the preceding paragraph.

Unit members who are rejected during the probationary period and revert to their former classification shall return to the salary anniversary date held in the former class unless otherwise determined by the Human Resources Department Director.

The salary anniversary date for a unit member shall not be affected by a transfer, downward reclassification or a demotion.

A permanent unit member accepting provisional employment in a higher or different class in the County classified service, and who reverts to the former classification, shall retain the salary anniversary date in the former class on the same basis as if there had been no such provisional appointment.

Salary range adjustments for a classification will not set a new salary anniversary date for unit members serving in that classification.

Upon recommendation of the appointing authority and approval of the Human Resources Department Director, provisional, temporary, and extra help unit members shall be advanced to the next higher step in the salary schedule upon completion of the periods of service prescribed in this Section, provided that their service has been satisfactory. Also, upon recommendation of the appointing authority and approval by the Human Resources Department Director, continuous service in a provisional, temporary, or extra help capacity shall be added to service in a regular established position for the purpose of determining a unit member's salary anniversary date, eligibility for salary increases, and vacation and sick leave accrual.

However, such service may not be added if it preceded a period of over twenty-eight (28) consecutive calendar days during which the unit member was not in a pay status, except when the unit member is absent from his/her position by reason of an injury or disease for which he/she is entitled to and currently receiving Workers' Compensation benefits.

5.5 Salary Step When Salary Range is Revised

Whenever the salary range for a class is revised, each incumbent in a position to which the revised schedule applies shall remain at the same step in the previous range, unless otherwise

specifically provided by the Board of Supervisors.

5.6 Salary Step After Promotion or Demotion

When a unit member is promoted from a position in one class to a position in a higher class, and at the time of promotion is receiving a base salary equal to, or greater than, the minimum base rate for the higher class, that unit member shall be entitled to the next step in the salary schedule of the higher class which is at least 5.7% above the rate he/she has been receiving, except that the next step shall not exceed the maximum salary of the higher class. When a unit member is demoted, whether such demotion is voluntary or otherwise, that unit member's compensation shall be adjusted to the salary prescribed for the class to which demoted, and the specific rate of pay within the range shall be determined by the Human Resources Department Director, whose decision shall be final; provided, however, that the Board of Supervisors may provide for a rate of pay higher than the maximum step of the schedule for the unit member's classification, and designate such rate of pay as a "Y" rate.

5.7 Reclassification of Position

A unit member in a position reclassified to a lower classification shall have the right of either (1) transferring to a vacant position in his/her present classification in the same or another department, provided the head of the department into which the transfer is proposed agrees, or (2) continuing in the same position in the lower classification at a "Y" rate of pay when the incumbent's pay is higher than the maximum step of the salary range for the lower classification.

5.8 "Y" Rate Process

When a unit member is reclassified downward, he/she shall continue in his/her present salary range, with cost of living adjustments, for two years, at which point the unit member's salary shall be frozen ("Y" - rated) until the salary assigned to the lower classification equals or exceeds such "Y" rate. The "Y" rate provisions of this Section shall not apply to layoffs, demotions, or other personnel actions resulting in an incumbent moving from one position to another.

**Section 6. Days and Hours of Work**

The standard work week for unit members occupying full-time positions consists of forty (40) hours unless otherwise specified by the Board of Supervisors. The appointing authority shall fix the hours of work with due regard for the convenience of the public and the laws of the County, State and Federal Governments. Unit members occupying part-time positions shall work such hours and schedules as the Board and the appointing authority shall prescribe.

Resident physicians are employed with the understanding that they have specific needs related to their training that require additional time above that required for their employment. Resident physicians will not be compensated by the County for such additional time and such hours will not be included in determining such resident physicians' hours of work for the purposes of calculating overtime. Such training requirements include, but are not limited to, seminars, supervision, rotation requirements at outside institutions, and such other requirements as determined to be necessary for the satisfactory completion of their training

programs as determined by the Accreditation Council for Graduate Medical Education and the residency training director.

6.1 Voluntary Time Off Program

Full-time, permanent unit members may request a reduction in their work hours by 1%, 2%, 5%, 10%, or 20% through the Voluntary Time Off (VTO) Program as described in the County's Voluntary Time Off Policy as summarized herein. Unit members may apply for the VTO Program at any time during the year. Application forms shall be made available through payroll clerks and the Benefits Office. Approved applications for enrollment received after April 1st of each year will be effective the first pay period in July of that year. Approved applications received prior to April 1st will be effective the pay period following receipt of approved applications in Employee and Public Services.

Participating unit members shall be considered to be in a full-time pay status and the voluntary reduction in work hours will not effect the following benefits:

- Health Insurance Coverage
- Dental Insurance Coverage
- Basic Life Insurance
- Short Term Disability
- Pay for Work-Out-Of-Class
- Step Increases
- Probationary Period
- Supplemental Life Insurance

There will be no effect on accrual of vacation, sick leave and holidays; however, all regular or normal time taken off during the program for vacation, sick leave, holiday, or compensatory time will be compensated at the reduced hourly rate.

The following benefit areas may be impacted by VTO under the following circumstances:

**Overtime:** Overtime compensation will not begin until after forty (40) hours have been worked during any one work week, and voluntary time off shall not be considered as time worked when determining eligibility for overtime compensation.

**Long Term Disability:** Because the Long Term Disability Plan is based on the worker's salary, the reduced work hours and the corresponding reduced salary may lower the premiums and the benefits derived.

**Retirement:** VTO does not impact years of service but may impact calculation of salary for retirement purposes. Workers should contact the Retirement Office for detailed information.

All applications are subject to approval by the applicant's department head. Applications which are disapproved by the department head, or which are approved for a lesser amount of time than requested will be reviewed by the County Manager and the Human Resources Department Director whose decision is final.

## **Section 7. Overtime**

### 7.1 Authorization

All compensable overtime must be authorized by the department head or his/her designated representative in advance of being worked. If prior authorization is not feasible because of emergency conditions a confirming authorization must be made on the next regular work day following the date on which the overtime was worked. Overtime worked must be in the job class in which the person is regularly employed.

7.2 The County agrees to pay Psychiatric Residents at the rate of \$60.00 per hour for overtime in Psychiatric Emergency Service (PES).

### 7.3 Definition

Except as otherwise provided by Charter, any authorized time worked in excess of the forty hour weekly work schedule shall be considered overtime and shall be compensable at the rate of one and one-half times the overtime worked, whether compensated by monetary payment or by the granting of compensatory time off. Extra help unit members shall be paid at the overtime rate after having worked forty hours during their normal work week, which is a fixed and regularly recurring period of seven consecutive twenty-four hour periods. Overtime resulting from required attendance at training classes or training meetings shall be compensable at the straight-time rate in an amount equal to the overtime worked. For the purpose of determining eligibility for overtime compensation, any absence with pay, except paid sick leave, shall be considered as time worked. The smallest increment of working time that may be credited as overtime is six minutes. Portions of six minutes worked at different times shall not be added together for the purpose of crediting overtime. Overtime shall be calculated from the unit member's base pay only.

### 7.4 Work Groups

The Human Resources Department Director shall allocate all job classifications to the following described work groups for purposes of determining categories of unit members to be compensated by monetary payment or by compensatory time off. The decision of the Human Resources Department Director shall be final. All unit members covered by this Memorandum of Understanding shall be allocated to Work Group 5.

(1) Work Group 1: All unit members covered by the Fair Labor Standards Act shall be allocated to Work Group 1. Unit members in Work Group 1 may be compensated for overtime worked either by monetary payment or by compensatory time off, at the option of the unit member. Comp time off which accrues in excess of eighty hours must be liquidated by monetary payment. All monetary payments for overtime must be paid not later than the next biweekly payroll following the pay period in which the overtime was worked.

- (2) Work Group 2: Unit members in Work Group 2 may be compensated for overtime worked only by being allowed compensatory time off. No more than two hundred forty (240) hours of such compensatory time off may be accumulated at any one time.

Note: Work Groups 3 and 4 pertain to unit members not covered by this Memorandum of Understanding.

- (3) Work Group 5: Unit members in Work Group 5 are exempted from the Fair Labor Standards Act and may be compensated for overtime worked either by monetary payment or by compensatory time off, at the option of the unit member. Compensatory time off which accrues in excess of 80 hours must be liquidated by monetary payment.

Notwithstanding the allocation of job classifications to work groups, any unit member covered by the Fair Labor Standards Act shall be compensated in accordance with the Act.

Should the County, through some future Federal ruling, be exempted from the Fair Labor Standards Act, the County shall then revert to the base rate for the computation of overtime.

- 7.5 Unit members required to report back to work during off-duty hours shall be compensated for a minimum of two (2) hours of overtime, except that this minimum shall not apply to unit members in an on-call status.

- 7.6 Compensatory Time Off  
Utilization of compensatory time off shall be by mutual agreement between the department head and the unit member.

Accrued compensatory time must be used by unit members in Work Group 2 prior to retirement or termination; otherwise, it shall be forfeited.

The smallest increment of compensatory time which may be taken off is six (6) minutes.

## **Section 8. Shift Differential**

- 8.1 Shift differential pay, for the purpose of this Section, is defined as pay at a rate which is 8% above the unit member's base pay.
- 8.2 Unit members shall be paid shift differential for all hours so worked between the hours of 6:00 p.m. and 6:00 a.m.

## **Section 9. Application of Differential**

For unit members who have been regularly working a shift described in Section 8 for thirty or more calendar days immediately preceding a paid holiday, or the commencement of a vacation, or the commencement of a paid sick leave period, or compensatory time off, as the case may be, the applicable differential shall be included in such unit member's holiday pay,

vacation pay, paid sick leave or paid compensatory time. The vacation, sick leave, holiday and compensatory time off pay of a unit member on a rotating shift shall include the differential such unit member would have received had he/she been working the same shift during such period.

### **Section 10. On-Call Duty**

On-Call duty is currently taken on a voluntary basis. However, when warranted and in the interest of County Operations, department heads may assign unit members to “on-call” status. The County shall meet and confer with UAPD should on-call assignments become required of unit members.

The call schedule is defined as Weeknight call (15 hours) from 5:00 p.m. – 8:00 a.m., Weekend call (24 hours) from 8:00 a.m. – 8:00 a.m., and Holiday call (24 hours) from 8:00 a.m. – 8:00 a.m. The standard on-call hourly rate is (\$12.50) except as specified below.

The frequency of the on-call assignments will be determined by the total number of physicians assigned by the medical staff to provide call. The number of physicians on-call per shift will be determined by the medical staff. Physicians receiving callback pay shall not be entitled to “on-call” pay simultaneously.

#### **Pediatric**

- A. Pediatricians assigned to be in on-call status shall be paid an hourly rate of Twenty-Five Dollars (\$25.00).
- B. Pediatricians, if required to report back to work while in an on-call status, shall be compensated for a minimum of three (3) hours at overtime rate.

#### **Infectious Diseases & Long-Term Care**

For these specialties, the on-call Physician must be contacted. In the unlikely event that a Physician not on-call is contacted during off-duty hours and provides consultation for patient care, they will be compensated two (2) hours at the on-call rate of \$12.50 for a maximum of \$25.00. The Physician is required to document consultation notes and patient care provided in the appropriate medical record. Any physician required to report back to work will be compensated for actual hours worked.

### **Section 11. Bilingual Pay**

A salary differential of Forty-Five Dollars (\$50.00) biweekly shall be paid incumbents of positions requiring bilingual proficiency as designated by the appointing authority and Human Resources Department Director. Said differential shall be prorated for unit members working less than full-time or who are in an unpaid leave of absence status for a portion of any given pay period.

Bilingual pay for unit members designated as occupying positions that provide services to a patient population which is considered as comprised of 50% non-English speaking clients will be paid a salary differential of Sixty Dollars (\$65.00) per biweekly pay period, said

differential shall be prorated for unit members working less than full-time or who are in an unpaid leave of absence status for a portion of any given pay period.

Designation of positions for which bilingual proficiency is required is the sole prerogative of the County and the decision of the Human Resources Department Director is final. The Union shall be notified when such designations are made.

11.1 Hiring and Selection

The County will continue to recruit and hire unit members based on a specific need for bilingual skills.

11.2 Testing

All unit members hired to fill positions requiring bilingual skills will be tested for bilingual proficiency. Present unit members may be certified by the appointing authority as possessing sufficient bilingual skills to be appointed to a bilingual pay position; provided, however, nothing herein precludes the County from requiring that said unit members be tested. Requests by unit members to be tested for bilingual skill proficiency will be referred to the Human Resources Department Director or his/her designee whose decision shall be final.

11.3 Continued Use of Bilingual Language Skill

Unit members hired to fill positions requiring bilingual skills may be required to remain in bilingual pay positions. Unit members who were selected to fill positions requiring bilingual skills during the implementation of the bilingual program will be allowed to voluntarily leave such positions provided management can reasonably replace said unit members and there are sufficient positions within the classification that said unit member can fill. Nothing herein precludes any of the above specified unit members from promoting to higher classifications.

11.4 Transfers

Transfers of unit members occupying bilingual pay positions shall be in accordance with County policy and practice and shall not be in violation of the Memorandum of Understanding. It is recognized that utilization of a bilingual skill may be the sole reason for transfer in order to meet a specific County need.

11.5 Exclusions

All unit members in supervisory positions, as opposed to working leadpersons, will not be eligible for bilingual pay.

11.6 Review

The number and location of bilingual pay positions shall be periodically reviewed by management. If the number of filled positions in a specific division or geographical location are to be reduced, unit members will be given reasonable notice prior to loss of the bilingual pay differential.

11.7 Administration

Administration of the bilingual pay plan will be the overall responsibility of the Human

Resources Department. Any disputes concerning the interpretation or application of the bilingual pay plan shall be referred to the Human Resources Department Director whose decision shall be final.

## **Section 12. Layoff and Reemployment**

### 12.1 Notice of Layoff

The department head will give at least fourteen (14) days advance written notice to unit members to be laid off, except in an emergency situation in which case the Human Resources Department Director may authorize a shorter period of time.

### 12.2 Precedence by Employment Status

No permanent unit member shall be laid off while employees working in an extra help, temporary, provisional or probationary status are retained in the same classification unless that unit member has been offered the extra help, temporary or provisional appointment. The order of layoff among unit members not having permanent status shall be according to the following categories:

- (1) Extra help
- (2) Temporary
- (3) Provisional
- (4) Probationary

Layoffs shall be by job classification according to reverse order of seniority as determined by total continuous County civil service, except as specified above.

The following provisions shall apply in computing total continuous service:

- (1) Time spent on military leave, leaves to accept temporary employment outside the County government and leave to accept a position in the unclassified service shall count as County service.
- (2) Periods of time during which a unit member is required to be absent from his/her position by reason of an injury or disease for which he/she is entitled to and currently receiving Workers' Compensation benefits shall be included in computing length of service for the purpose of determining that unit member's seniority rights.
- (3) Time worked in an extra help status shall not count as County service.
- (4) Time worked in a permanent, probationary, provisional or temporary status shall count as County service. Part-time status shall count at the rate of one (1) year of continuous employment for each 2080 straight-time hours worked.

If two (2) or more unit members have the same seniority, the examination score for their present classifications shall determine seniority.

## 12.3 Procedures

- (1) Unit members who are laid off shall have any of the following three choices:
  - (a) Taking a voluntary demotion within the same department to a classification in which the unit member had prior probationary or permanent status provided such a position is held by a unit member with less seniority.
  - (b) On a County-wide basis, displacing the unit member in the same classification, having the least seniority in County service. For the purpose of such County-wide move, County service, including military leave, shall be allowed at the rate of two-thirds (2/3) of the actual time so served.
  - (c) On a County-wide basis, taking a voluntary demotion to a classification in which the unit member had prior probationary or permanent status provided such a position is held by a unit member with less seniority. For the purpose of such County-wide move, County service, including military leave, shall be allowed at the rate of two-thirds (2/3) of the actual time so served.
- (2) A displaced unit member may request the Human Resources Department Director to place the unit member's name on the promotional eligible list or open eligible list for any classification for which, in the Human Resources Department Director's opinion, the unit member is qualified. The unit member's name will be above the names of persons who have not been displaced, ranked in the order specified in subsection 11.2.
- (3) Pursuant to the Civil Service Rules as revised, a unit member may, with the approval of the Human Resources Department Director and the gaining department head, demote or transfer to a vacant position for which he/she possesses the necessary skills and fitness.
- (4) At the sole discretion of the Human Resources Department Director, a unit member may be allowed to transfer and displace a less senior unit member in a position in which he/she had prior probationary or permanent status and which the Human Resources Department Director determines is equivalent with respect to duties and responsibilities to the position the unit member presently occupies.
- (5) In addition to all other options, unit members in classifications at risk of being eliminated, as determined by the affected department head, may also be placed on the reinstatement list.

A transfer, for layoff purposes, is defined as a change from one position to another in the same classification, the salary range of which is not more than ten percent (10%) higher.

Part-time unit members shall not displace full-time unit members, unless the part-time unit member has held full-time status in the classification.

12.4 Names of Unit members Laid Off to be Placed on Reemployment and General Eligible Lists

The names of unit members laid off shall be placed on reemployment eligible lists as hereinafter specified. Former unit members appointed from a reemployment eligible list shall be restored all rights accrued prior to being laid off, such as sick leave, vacation credits and credit for years of service. However, such reemployed unit members shall not be eligible for benefits for which they received compensation at the time of or subsequent to the date they were laid off.

The departmental reemployment eligible list for each classification shall consist of the names of unit members and former unit members having probationary or permanent status, and who were laid off or whose positions were reallocated downward as a result of reclassification. The rank order on such lists shall be determined by relative seniority as specified in subsection 11.2. Such lists shall take precedence over all other eligible lists in making certifications to the department in which the unit member worked.

The general reemployment eligible list for each classification shall consist of the names of unit members and former unit members having probationary or permanent status, and who were laid off or whose positions were reallocated downward as a result of reclassification. The rank order on such lists shall be determined by relative seniority. Such lists shall take precedence over all other eligible lists, except departmental reemployment eligible lists, in making certifications on a County-wide basis.

The provisions of this subsection 11.4 shall not apply to unit members who have accepted severance pay upon termination of employment.

12.5 Abolition of Position

In the event that a unit member's position is abolished and such unit member is unable to displace another County unit member as provided in this Section 11, such unit member shall receive one week of pay for each full year (2080 hours) of regular service to the County, up to a maximum of ten (10) weeks of pay and fifty percent (50%) of the cash value of such unit member's unused sick leave; provided, however, that such unit member shall be eligible for payment only if the unit member remains in the service of the County until his/her services are no longer required by the department head. The County shall make every effort to secure comparable employment for the displaced unit member in other agencies, and if such employment is secured, the unit member will not be entitled to the aforementioned payment which will be paid after the member's County employment ends.

12.6 The County will pay the County share of premium for six (6) months of medical coverage only for employees who are laid off. This coverage is contingent on the following conditions:

1. The employee has not refused a County job offer.
2. The employee is unemployed.
3. The employee continues to pay their share of the premium.

12.7 Dental Clinic

Department protocol requires that a Dental Assistant must be present for a Dentist to work. If the regular Dental Assistant is scheduled off, all efforts will be made to assign an Extra

Help Dental Assistant to cover the clinic. If there is no Extra Help Dental Assistant available, the regular Dentist is given the opportunity to work in another clinic where an Extra Help Dentist is working. If there is no Extra Help Dentist working, the least senior regular Dentist will be called off. If the Dentist elects not to work at another location and this meets operational needs, they must use (within accrual balances) earned vacation, holiday or comp time, or unpaid leave of absence.

**Section 13. Holidays**

13.1 Regular full-time unit members in established positions shall be entitled to take all authorized holidays at full pay, not to exceed eight hours for any one day, provided they are in a pay status on both their regularly scheduled work days immediately preceding and following the holiday. Part-time unit members shall be entitled to holiday pay in proportion to the average percentage of full-time hours worked during the two pay periods immediately preceding the pay period which includes the holiday. If two or more holidays fall on succeeding or alternate pay periods, then the average full-time hours worked in the two pay periods immediately preceding the first holiday shall be used in determining the holiday pay entitlement for the subsequent holiday.

13.2 The holidays in this County are:

- (1) January 1.....(New Year's Day)
- (2) Third Monday in January .....(Martin Luther King, Jr. Birthday)
- (3) February 12\* .....(Lincoln's Birthday)
- (4) Third Monday in February .....(Washington's Birthday)
- (5) Last Monday in May.....(Memorial Day)
- (6) July 4.....(Independence Day)
- (7) First Monday in September .....(Labor Day)
- (8) Second Monday in October .....(Columbus Day)
- (9) November 11 .....(Veterans Day)
- (10) Fourth Thursday in November .....(Thanksgiving Day)
- (11) Friday following Thanksgiving
- (12) December 25 .....(Christmas Day)
- (13) Every day appointed by the President of the United States or the Governor of the State of California to be a day of public mourning, thanksgiving or holiday. The granting of such holidays shall be discretionary with the Board of Supervisors.

\* Effective February, 2001, the Lincoln's Birthday holiday shall be eliminated and replaced with a floating holiday (8 hours of holiday time) which will accrue on February 12.

If the Legislature or the Governor appoints a date different from the one shown above for the observance of one of these holidays, then San Mateo County shall observe the holiday on the date appointed by the Legislature or the Governor.

13.3 If one of the holidays listed above falls on Sunday and the unit member is not regularly scheduled to work that day, the unit member's first regularly scheduled work day following

the holiday shall be considered a holiday.

- 13.4 If any of the holidays listed above falls on a day other than Sunday and the unit member is not regularly scheduled to work that day, or if a unit member is required to work on a holiday, the unit member shall be entitled to equivalent straight time off with pay. This equivalent straight time off earned is limited to 120 hours with any time earned in excess of 120 hours cashed out at the equivalent straight time rate within one pay period of accrual. If a unit member leaves County service with accrued holiday hours, those hours will be cashed out in the unit member's final check.
- 13.5 Extra help are not entitled to holiday pay or time off with pay in lieu of holiday pay.
- 13.6 Unit members working on a holiday shall be compensated for such time worked at the rate of one and one-half times the straight-time rate as provided in Section 7.

#### **Section 14. Vacations**

##### **14.1 Vacation Allowance**

Unit members, excluding extra help, or as herein otherwise provided, shall be entitled to vacation with pay in accordance with the following schedules:

- (1) During the first five (5) years of continuous service, vacation will be accrued at the rate of 4.0 hours per biweekly pay period worked.
- (2) After the completion of five (5) years of continuous service, vacation will be accrued at the rate of 4.9 hours per biweekly pay period worked.
- (3) After the completion of ten (10) years of continuous service, vacation will be accrued at the rate of 5.9 hours per biweekly pay period worked.
- (4) After the completion of fifteen (15) years of continuous service, vacation will be accrued at the rate of 6.5 hours per biweekly pay period worked.
- (5) After the completion of twenty (20) years of continuous service, vacation will be accrued at the rate of 6.8 hours per biweekly pay period worked.
- (6) After the completion of twenty-five (25) years of continuous service, vacation will be accrued at the rate of 7.4 hours per biweekly pay period worked.
- (7) No unit member will be allowed to carry more than fifty-two biweekly pay periods of vacation accrual at any one time. However, unit members may accrue unlimited vacation time in excess of this maximum when such vacation accrues due to remaining in a pay status during periods of illness or injury which precluded liquidating vacation credits earned in excess of the maximum.
- (8) No vacation will be permitted prior to the completion of thirteen full biweekly pay periods of service.

- (9) Vacation may be used in increments of six (6) minutes.
- (10) Extra help do not accrue vacation credits, except that the service of a unit member in an extra help capacity may be included with the service in a regular established position in computing vacation allowance for the purpose of this Section. However, such service in an extra help capacity may not be included if it preceded a period of over twenty-eight consecutive calendar days during which the unit member was not in a pay status.
- (11) Accruals are prorated for part time unit members. Accruals for biweekly credit for years of service will be based on the unit members ratio of hours worked to full time.

#### 14.2 Vacation Schedule

The time at which unit members shall be granted vacations shall be at the discretion of the appointing authority. Length of service and seniority of unit members shall be given consideration in scheduling vacations and in giving preference as to vacation time.

#### 14.3 Vacation Allowance for Separated Unit members

When a unit member is separated from County service, any remaining vacation allowance shall be added to the final compensation.

#### 14.4 Vacation Pay

Payment for vacation shall be at the base pay of the unit member plus applicable differential, if any, as provided in Section 32.

### **Section 15. Sick Leave**

#### 15.1 Accrual

All unit members, except extra help, shall accrue sick leave at the rate of 3.7 hours for each biweekly pay period of full-time work. Such accrual shall be prorated for any unit member, except extra help, who work less than full time during a calendar month. For the purpose of this Section absence in a pay status shall be considered work.

#### 15.2 Usage

Unit members are entitled to be paid for sick leave used, to a maximum of the time accrued, under the following conditions:

- (1) The unit member's illness, injury or exposure to contagious disease which incapacitates him/her from performance of duties. This includes disabilities contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom as determined by a licensed physician, or, under the Kaiser plan, a licensed health care professional.
- (2) The unit member's receipt of required medical or dental care or consultation.
- (3) The unit member's attendance on a member of the immediate family who is ill.

- (4) The unit member's preparation for or attendance at the funeral of a member of the immediate family.

For purposes of this Section immediate family means parent, spouse, domestic partner, son, daughter, sibling, step-child, mother-in-law, father-in-law, grandparent or grandchild.

15.3 Procedures for Requesting and Approving Sick Leave

When the requirement for sick leave is known in advance of the absence, unit members shall request authorization for sick leave at such time, in the manner hereinafter specified. In all other instances unit members shall notify their supervisor as promptly as possible by telephone or other means. Before unit members may be paid for the use of accrued sick leave they shall complete and submit to their department head a signed statement, on a prescribed form, stating the dates and hours of absence, the exact reason, and such other information as is necessary for his/her request to be evaluated. If a unit member does not return to work prior to preparation of the payroll, other arrangements may be made with the approval of the department head and the Controller. The department head may require a physician's statement from a unit member who applies for sick leave, or make whatever investigation into the circumstances that appears warranted before taking action on the request.

15.4 Accounting for Sick Leave

Sick leave may be used in increments no smaller than six (6) minutes. Payment for sick leave used shall be at the unit member's base pay plus applicable differential, if any, as provided in Section 32.

15.5 Credits

When a unit member who has been working in an extra help category is appointed to a permanent position such appointee may receive credit for such extra help period of service in computing accumulated sick leave, provided that no credit shall be given for service preceding any period of more than twenty-eight (28) consecutive calendar days in which a unit member was not in a pay status.

If a unit member who has unused sick leave accrued is laid off and subsequently reemployed in a permanent position, such sick leave credits shall be restored to him/her upon reemployment. The unit member shall not have any portion of sick leave credits restored for which he/she received compensation at the time of or subsequent to the day of layoff.

15.6 Incapacity to Perform Duties

If the appointing authority has been informed through a doctor's report of a medical examination that a unit member is not capable of properly performing his/her duties, he/she may require the unit member to absent himself/herself from work until the incapacity is remedied. During such absence the unit member may utilize any credits for sick leave, vacation and compensatory time which he/she may have accrued.

15.7 Use of Sick Leave While on Vacation

A unit member who is injured or who becomes ill while on vacation may be paid for sick

leave in lieu of vacation provided that the unit member:

- (1) was hospitalized during the period for which sick leave is claimed, or
- (2) received medical treatment or diagnosis and presents a statement indicating illness or disability signed by a physician covering the period for which sick leave is claimed, or
- (3) was preparing for or attending the funeral of a member of the immediate family.

No request to be paid for sick leave in lieu of vacation will be considered unless such request is made and the above substantiation is provided within 20 working days of the unit member's return to work.

15.8 Sick Leave During Holidays

Paid holidays shall not be considered as part of any period of sick leave, unless the unit member is scheduled to work on that holiday.

15.9 Sick Leave for Child Birth and Adoption

Unit members may use up to thirty (30) working days of accrued sick leave following the birth of a child to their spouse or when adopting a child.

15.10 Bereavement Leave

The County will provide up to two days paid bereavement leave upon the death of an employee's parent, spouse, domestic partner, child or step-child. In addition, employees may utilize accrued sick leave pursuant to Section 15.2-4.

**Section 16. Leaves of Absence**

16.1 General

Unit members shall not be entitled to leaves of absence as a matter of right, but only in accordance with the provisions of law and this Memorandum of Understanding. Unless otherwise provided, the granting of a leave of absence also grants to the unit member the right to return to a position in the same classification, or equivalent classification, as held at the time the leave was granted. The granting of any leave of absence shall be based on the presumption that the unit member intends to return to work upon the expiration of the leave.

However, if a disability retirement application has been filed with the County Board of Retirement a leave may be granted pending decision by that Board. Nothing in this section shall abridge a unit member's right under the Family and Medical Leave Act.

Total Period of Leave: Except for Disability Leaves as provided above and in Section 15.4 (2) (c), no leave of absence or combination of leaves of absence when taken consecutively, shall exceed a total period of twenty-six biweekly pay periods.

Approval and Appeals: Initial action to approve or disapprove any leave of absence shall be by the unit member's department head; however, leaves of absence of more than two biweekly pay periods must also be approved by the Human Resources Department Director.

Denial of requested leave in whole or in part at the department head level may be appealed by the unit member to the Human Resources Department Director, whose decision shall be final.

16.2 Benefit Entitlement

Unit members on leaves of absence without pay for more than two biweekly pay periods shall not be entitled to payment of the County's portion for their health, dental, life or long-term salary continuation insurance premiums, except as provided hereinafter. The entitlement to payment of the County's portion of the premiums shall end on the last day of two full biweekly pay periods in which the unit member was absent. A unit member who is granted a leave of absence without pay due to the unit member's illness or accident shall be entitled to have two biweekly pay periods of the County's portion of the insurance premiums for each year of County service, or major fraction thereof, up to a maximum of twenty-six biweekly pay periods payment of premiums.

16.3 Seniority Rights and Salary Adjustments

Authorized absence without pay for either (1) a leave of absence for personal reasons, (2) a leave of absence on account of illness or injury not compensated through Workers' Compensation benefits, or (3) a leave of absence to fill an unexpired term in an elective office shall not be included in determining salary adjustment rights, or any seniority rights based on length of employment.

16.4 Job Incurred Disability Leave

(1) Job Incurred Disability Leave With Pay

- (a) Definition: Disability leave with pay is absence from duty with pay due to disability due to illness or injury arising out of and in the course of employment which has been declared compensable under Workers' Compensation Law. Only permanent or probationary unit members occupying permanent positions are eligible for disability leave with pay.
- (b) Payment: Payment of disability leave shall be at the base pay of the unit member and shall be reduced by the amount of temporary disability indemnity received pursuant to Workers' Compensation Law.
- (c) Application for and Approval of Job Incurred Disability Leave With Pay: In order to receive pay for disability leave, a unit member must submit a request on the prescribed form to the appointing authority describing the illness or accident and all information required for the department head to evaluate the request. The unit member must attach to the request a statement from a physician certifying as to the nature, extent and probable period of illness or disability.

No job incurred disability leave with pay may be granted until after the State Compensation Insurance Fund or the County's Workers Compensation Adjuster has declared the illness or injury compensable under Workers'

Compensation Law and has accepted liability on behalf of the County, or the Workers Compensation Appeals Board has ordered Workers Compensation benefits to be paid.

- (d) Length of Job Incurred Disability Leave With Pay: Except for Safety members of the Retirement System, eligible unit members shall be entitled to disability leave for the period of incapacity as determined by a physician, but not to exceed a maximum of ninety (90) calendar days for any one illness or injury. Safety members, as defined in the Government Code and in determinations made by the San Mateo County Board of Retirement, may be found eligible for disability leave up to a maximum of twenty-six (26) biweekly pay periods. Holidays falling within the period of disability shall extend the maximum days allowed by the number of such holidays.

(2) Job Incurred Disability Leave Without Pay

- (a) Definition: Disability leave without pay is a unit member's absence from duty without County pay because of disability caused by illness or injury arising out of and in the course of employment which has been declared to be compensable under Workers' Compensation Law. Only permanent or probationary unit members occupying permanent positions are eligible for disability leave without pay. Such leave is taken after the disabled unit member has used up allowable disability leave with pay, as well as accrued credits for sick leave. At the unit member's option, vacation and compensatory time off accruals may also be used.
- (b) Application for and Approval of Job Incurred Disability Leave Without Pay: In order to receive disability leave without pay, an eligible unit member must submit a request on the prescribed form to the appointing authority describing the illness or accident and all information required for the appointing authority to evaluate the request. The unit member must attach to the request a statement from a physician certifying as to the nature, extent and probable period of illness or disability.
- (c) Length and Amount of Job Incurred Disability Leave Without Pay: Job incurred disability leave without pay may not exceed twenty six biweekly pay periods for any one injury. The combined total of disability leave with pay and disability leave without pay for one accident or illness may not exceed thirty two biweekly pay periods. However, Safety members of the Retirement System may be allowed a maximum of fifty-two biweekly pay periods for any one injury total disability leave. In the event a unit member is disabled and is receiving Workers Compensation benefits, this leave may be extended as long as such disability continues.

16.5 Leave of Absence Without Pay

- (1) Qualifying: Only permanent or probationary unit members occupying permanent

positions are eligible for leaves of absence without pay under the provisions of this Section.

- (2) Granting of Leaves of Absence Without Pay: An appointing authority may grant a leave of absence without pay for personal reasons up to a maximum of two (2) biweekly pay periods. Leaves of absence of more than two (2) biweekly pay periods must be approved by the Human Resources Department Director.
- (3) Leaves of Absence Without Pay for Non-Job Incurred Illness or Injury: Leaves of absence without pay on account of illness or injury which are not job incurred may be granted for a maximum of twenty-six (26) full biweekly pay periods. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom. Such leaves will be granted only after all accrued sick leave credits have been used and must be substantiated by a physician's statement.
- (4) Leaves of Absence Without Pay for Personal Reasons: Leaves of absence without pay for personal reasons may be granted for a maximum period of thirteen (13) full biweekly pay periods. Such leaves shall only be granted after all accrued vacation and holiday credits have been used.
- (5) Parental Leave: A unit member/parent of either sex may be granted a leave of absence without pay to fulfill parenting responsibilities during the period of one year following the child's birth, or one year following the filing of application for adoption and actual arrival of child in the home. Such leave to be for maximum period of thirteen biweekly pay periods. Use of accrued vacation, sick, compensatory time or holiday credits shall not be a pre-condition for the granting of such parental leave. Unit members who must assume custody of a minor are eligible for parental leave.

#### 16.6 Military Leaves of Absence

The provisions of the Military and Veterans Code of the State of California shall govern military leave of County unit members.

#### 16.7 Absence Due to Required Attendance in Court

Upon approval by the department head, a unit member other than extra help or seasonal, shall be permitted absence from duty for appearance in Court because of jury service, in obedience to subpoena or by direction of proper authority, in accordance with the following provisions:

- (1) Absence from duty will be with full pay for each day the unit member serves on the jury or testifies as a witness in a criminal case, other than as a defendant, including necessary travel time. As a condition of receiving such full pay, the unit member must remit to the County Treasurer, through the unit member's department head, within fifteen (15) days after receipt, all fees received except those specifically allowed for mileage and expenses.
- (2) Attendance in Court in connection with a unit member's usual official duties or in

connection with a case in which the County of San Mateo is a party, together with travel time necessarily involved, shall not be considered absence from duty within the meaning of this Section.

- (3) Absence from duty will be without pay when the unit member appears in private litigation to which the County of San Mateo is not a party.
- (4) Any fees allowed, except for reimbursement of expenses incurred, shall be remitted to the County Treasurer through the unit member's department head.

#### 16.8 Absence Without Leave

- (1) Refusal of Leave or Failure to Return After Leave: Failure to report for duty after a leave of absence request has been disapproved, revoked or canceled by the appointing authority, or at the expiration of a leave, shall be considered an absence without leave.
- (2) Absence Without Leave: Absence from duty without leave for any length of time without an explanation satisfactory to the appointing authority is cause for dismissal. Absence without leave for four (4) or more consecutive days without an explanation satisfactory to the appointing authority shall be deemed a tender of resignation. If within thirty (30) days after the first day of absence without leave a person who has been absent makes an explanation satisfactory to the Board of Supervisors, the Board may reinstate such person.

#### 16.9 Educational Leave of Absence With Pay

- (a) Educational leave of absence with pay may be granted to unit members under the conditions specified in this Section. In order to be granted educational leave of absence with pay, a unit member must submit on the prescribed form a request to the appointing authority containing all information required to evaluate the request.

The County may, after approval of a unit member's application, grant leave of absence with pay for a maximum of sixty-five working days during any fifty-two biweekly pay periods for the purpose of attending a formal training or educational course of study. Eligibility for such leaves will be limited to unit members with at least thirteen biweekly pay periods of continuous service and who are not extra help, temporary or seasonal; provided however, that eligibility for such leave for the purpose of taking Category I courses required to maintain the unit member's medical license will be limited to unit members with at least six months of satisfactory continuous service who are not extra help or temporary. Such leaves will be granted only in cases where there is a reasonable expectation that the unit member's work performance or value to the County will be enhanced as a result of the course of study. Courses taken as part of a program of study for a college undergraduate or graduate degree will be evaluated individually for job-relatedness under the above criteria.

The unit member must agree in writing to continue working for the County for at least the following minimum periods of time after expiration of the leave of absence:

<u>Length of Leave of Absence</u>	<u>Period of Obligated Employment</u>
44 to 65 workdays	52 biweekly pay periods
22 to 43 workdays	26 biweekly pay periods
6 to 21 workdays	13 biweekly pay periods

- (b) Physicians will be allowed eighty hours of educational leave each fiscal year under prescribed policies for the purpose of completing their continuing educational requirements for licensure, certification, and recertification (including home study courses), as approved by the appointing authority. There will be no period of obligated employment in connection with the granting of this leave. If eighty hours are not used in one fiscal year, up to forty (40) hours can be rolled over in the next fiscal year, for a maximum of 120 hours of educational leave in a two year period.
- (c) This educational leave shall be pro-rated for part time employees hired on or after January 1, 2011 based on their FTE status as follows:

<u>FTE Position</u>	<u>CEU per FY</u>	<u>Max Rollover</u>	<u>Max per yr</u>
<u>Full-time (1.00)</u>	<u>80</u>	<u>40</u>	<u>120</u>
<u>3/4 time (.75-.99)</u>	<u>60</u>	<u>30</u>	<u>90</u>
<u>1/2 time (.50-.74)</u>	<u>40</u>	<u>20</u>	<u>60</u>

## **Section 17. Hospitalization and Medical Care**

- 17.1 The County and covered employees share in the cost of health care premiums. The County will pay 90% of the total premium for the Kaiser and Aetna Plans and 80% of the total premium for the Blue Shield Plan. Covered employees will pay 10% of the total premium for Kaiser and Aetna Plans and 20% of the total premium for the Blue Shield Plan.

For HMO plans, the county's premium cost share will be 85% effective April 1, 2011.

For POS plans, the county's premium cost share will be 75% effective April 1, 2011.

A Flexible Spending (FSA) debit card with a value of \$200 will be issued to each employee who is employed as of January 1, 2011 as soon as administratively feasible after ratification of this agreement. An additional \$200 FSA card will be issued on January 1, 2012.

- 17.2 During the term of this MOU, the County and unions agree to meet outside formal negotiations through the Health Care Cost Containment Committee (HC4) to discuss medical and dental (health) issues and possible changes to benefits. Agreements reached as part of the Health Care Cost Containment Committee (HC4) may be implemented outside of negotiations if employee organizations representing a majority of employees agree,

providing, however, all employee organizations are given an opportunity to meet and confer regarding such agreements.

- 17.3 For County employees occupying permanent part-time positions, who work a minimum of forty (40), but less than sixty (60) hours in a biweekly pay period, the County will pay one-half (1/2) of the hospital and medical care premiums described above.

For County employees occupying permanent part-time positions who work a minimum of sixty (60), but less than eighty (80) hours in a biweekly pay period, the County will pay three-fourths (3/4) of the hospital and medical care premiums described above.

In either case cited above the County contribution shall be based on the designation by management of the position as either half-time or three-quarter time, not on the specific number of hours worked.

- 17.4 Unless otherwise provided in this Agreement, employees whose employment with the County is severed by reason of retirement during the term of this Memorandum of Understanding shall be reimbursed by the County for the unused sick leave at time of retirement on the following basis:

- (a) For each 8 hours of unused sick leave at time of retirement, the County shall pay for one (1) month's premium for health coverage or for dental coverage for the employee and eligible dependents (if such dependents are enrolled in the plan at the time of retirement) provided that the County shall not be obligated to contribute in excess of Four Hundred (\$400.00) per month for the retired employee to continue health or dental coverage (e.g., if an employee retires with 320 hours of unused sick leave, the County will continue to pay \$400 of the health or dental premiums on said employee for a period of 40 months). Should a retired employee die while receiving benefits under this section, the employee's spouse and eligible dependents shall continue to receive coverage to the limits provided above.

Employees may increase the number of hours per month to be converted up to a maximum of 14 hours of sick leave per month. Such conversion may be in one full hour increments above a minimum of eight hours. The number of hours to be converted shall be set upon retirement and can be changed annually during open enrollment, or upon a change in family status that impacts the number of covered individuals (e.g., death of spouse, marriage and addition of spouse).

- (b) The County provides a specified contribution to retirees who have unused sick leave at the time of retirement. For each unused eight hours of sick leave at time of retirement the County will make a specified contribution, as defined above, to the monthly premium for the retiree. If the cost of the premium is greater than the County's contribution, the retiree pays the difference through their retirement pay warrant. If the cost of the premium is less than the County's contribution, the County will apply the difference to the retiree's MediCare Part B premium cost.

- (c) The County will provide up to 192 hours of sick leave (2 years of retiree health coverage) to employees who receive a disability retirement. For example, if a worker who receives a disability retirement has 100 hours of sick leave at the time of retirement, the County will add another 92 hours of sick leave to his/her balance. This sick leave will be converted at the rate of \$400.00 per 8 hours of sick leave.

17.5 The surviving spouse of an active employee who dies may, if he/she elects a retirement allowance, convert the employee's accrued sick leave to the above specified limits providing that the employee was age 55 or over with at least twenty years (20) of continuous service.

### **Section 18. Dental Care**

18.1 The County shall contribute a sum equal to ninety percent (90%) of the premium for the County Plan and for the Safeguard Plan. All unit members must participate in one of these plans.

18.2 During a unit member's first year of employment with the County, there shall be a cap on County Dental Plan coverage consisting of One Hundred Dollars (\$100.00) deductible and sixty percent (60%) U.C.R.

18.3 There is an annual Twenty-five Hundred Dollar (\$2,500) per person maximum benefit in the County Dental Plan.

18.4 Effective October 1, 1995, the County will add children and young adult dependents of domestic partners to the dental plans.

### **Section 19. Vision Care**

19.1 There is a Ten Dollar co-pay for examinations and a Ten Dollar co-pay for materials. The County will continue to pay 100% of the premium for the Vision Care Plan.

19.2 Effective October 1, 1995, the County will add children and young adult dependents of domestic partners to the Vision Care Plan.

### **Section 20. Change in Employee Benefit Plans**

20.1 The San Mateo County Union of American Physicians and Dentists agrees that it will participate in good faith discussions concerning the County's Health Plans. Both parties agree that revisions in Health Plans or in the contribution ratio between the County and the employee may be necessary to retain an equitable relationship between the gross premium and the County/employee contribution to that premium. The County agrees to provide information to support and inform such discussions.

20.2 Health plan changes that are initiated by the health plan based on either legislative/regulatory changes or health plan organization policy changes are provided to employers each year. These changes are typically not significant in terms of the numbers of individuals who are impacted by the change. For instance, they do not often include

co-pay changes for outpatient or inpatient physician or facility services, prescription drug co-pays or major plan design co-pays. Where health plans initiate these kinds of changes to the contract, Employee Benefits will share with labor the specific changes health plans are communicating at the time of renewal, before implementing the change. Where the changes may be eliminated by the employer purchasing, at additional cost, a rider to cover the benefit, it is the County's desire to implement such changes without riders to keep its design in conformance with the health plans' book of business design, provided however, it will first meet and confer with the Union on any such matter.

- 20.3 The parties agree that any agreements reached with the American Federation of State, County and Municipal Employees (AFSCME) regarding Hospitalization and Medical Care (Section 17), Dental Care (Section 18), and/or Vision Care (Section 19) shall be extended to this Memorandum of Understanding. The intent of this paragraph is to memorialize a "me-too" agreement regarding medical, dental and vision benefits changes entered into with AFSCME.

### **Section 21. Life Insurance**

- 21.1 Unit members shall be covered by life insurance and accidental death insurance as follows:

The County shall provide Twenty-five Thousand Dollars (\$25,000) of life insurance for each unit member and Five Hundred Dollars (\$500) of life insurance for the unit member's spouse and up to a maximum of Five Hundred Dollars (\$500) of life insurance for each of the unit member's children, depending on ages.

The County shall provide an additional Ten Thousand Dollars (\$10,000) of life insurance payable to the unit member's beneficiary if the unit member's death results from an accident either on or off the job.

- 21.2 Unit members, depending on pre-qualification, may purchase additional term life insurance to a maximum of \$250,000 for unit member, \$125,000 for spouse, and \$10,000 for dependents.

### **Section 22. Long Term Disability Insurance**

- 22.1 The County shall continue to provide its present long-term disability income protection plan for permanent unit members at no cost to said unit members; provided however, that in order to be eligible for such plan, unit members must have been employed by the County for three (3) or more years.
- 22.2 Effective with disabilities commencing on or after January 1, 1988, the one hundred and twenty day disability period required to qualify for long term income protection shall no longer require continuous disability but shall be cumulative for any single medically verified illness or injury within a period of six full months from the date of the disability's

onset. The onset date shall be defined as the first workday the unit member was unable to work.

- 22.3 The Long Term Disability Plan provides a maximum benefit of Two Thousand Four Hundred Dollars (\$2,400) monthly. The Plan also covers part-time unit members who work a minimum of twenty hours per week.
- 22.4 The Long Term Disability Plan is also modified to restrict benefits for psychiatric disabilities that result from stress, depression or other life events to two years. However, a disability resulting from certain chronic psychotic disorders or a disorder with demonstrable organic brain deficits can qualify for benefits payable up to the age of sixty-five.

### **Section 23. Probationary Period**

- 23.1 Probationary unit members shall undergo a probationary period of 1040 regular hours, unless a longer period, not to exceed 2080 regular hours is prescribed by the Civil Service Commission for the class. Individual probationary periods may be extended with good cause upon request of the department head and concurrence of the Human Resources Department Director; however, no probationary period shall exceed 2080 regular hours. If a unit member is incapacitated due to medical conditions and is reassigned to work that is not part of his/her normal duties, the probation period for the primary job will be extended for the duration of the reassignment. The unit member shall be notified in writing of the probationary extension at the time of the reassignment.

Time worked by a unit member in a temporary, extra help, or provisional status shall not count towards completion of the probationary period. The probationary period shall start from the date of probationary appointment.

- 23.2 A unit member who is not rejected prior to the completion of the prescribed probationary period shall acquire permanent status automatically. Former permanent unit members appointed from a reemployment eligible list shall be given permanent appointments when reemployed. Permanent unit members who are demoted to lower classes shall be given permanent appointments in the lower class.
- 23.3 A unit member who is laid off and subsequently appointed as a result of certification from a general employment eligible list to a position in a different classification than that from which laid off shall undergo the probationary period prescribed for the class to which appointed. Former probationary unit members whose names were placed on a reemployment eligible list before they achieved permanent status shall start a new probationary period when appointed from a reemployment eligible list.
- 23.4 The appointing authority may terminate a probationary unit member at any time during the probationary period without right of appeal in any manner and without recourse to the procedures provided in Section 31, except when the unit member alleges that the termination was due to discrimination prohibited by county, state or federal statutes or regulations. If discrimination is alleged, the appeal or grievance shall be decided solely

on the basis of whether or not the termination was due to discrimination; and unless it is determined that there was discrimination, the person or persons hearing the appeal or grievance shall not substitute their judgment for that of the appointing authority. In case of rejections during probationary periods, unit members shall be given written notice, with reasons therefor, at once.

The Human Resources Department Director may, upon request by a unit member rejected during the probationary period, restore that unit member's name to the eligible list for that classification. However, the unit member's name shall not be certified to the department from which rejected without approval of the department head.

- 23.5 Permanent unit members who transfer to another position in the same class shall not be required to undergo a new probationary period in the position into which transferred. Unit members who transfer to a class in another series or in another department may be required by the department head to start a new probationary period. If a new probationary period is a condition for transfer, the unit member must sign a statement indicating an understanding of this fact prior to the effective date of the transfer. At the discretion of the Human Resources Department Director, examinations to demonstrate fitness may be required before transfers between separate classes can occur.

If a new probationary period is in force, the unit member shall have a window period of twenty-eight days from the date of transfer to elect to return to his/her former position. Should a unit member be rejected at a point beyond the window period and the unit member had prior permanent status, he/she shall have the right to return to their former department if a vacancy in their former classification exists. If no vacancy exists, such unit members shall be placed in the longest standing vacancy, as determined by the requisition form date, County-wide. If no vacancy exists, such unit members shall displace the least senior unit member as determined by Section 12. If no less senior position exists, the unit member shall be removed from County service.

## **Section 24. Promotions**

### 24.1 Examinations

- (1) Open Examinations: Any person who meets the minimum qualifications for the job classification may compete.
- (2) General Promotional Examinations: Permanent and probationary unit members who have served at least six months in such status prior to the date of the examination are eligible to compete. Persons who have been laid off and whose names are on a reemployment list are also eligible provided they had served at least six months prior to layoff.

Persons in unclassified positions who previously held positions in the classified service and who did not have a break in County service between the classified and unclassified appointments are eligible to compete provided that they have at least six months total service prior to the final date to file an application.

- (3) Departmental Promotional Examinations: Permanent and probationary unit members of departments in which a promotional opportunity exists who have served at least six months in such status prior to the date of the examination are eligible to compete. Persons who have been laid off and whose names appear on the appropriate departmental reemployment eligible list are also eligible provided they had served at least six months prior to layoff.
- (4) Open and Promotional Examinations: Any person who meets the minimum qualifications for the job class may compete. In addition, any person competing in this type of an examination, who meets the criteria described in (2) above, shall have 5 points added to the final passing score.
- (5) Qualifying Examinations:
  - a. Qualifying examinations may be given to probationary and permanent County unit members for specifically designed position reclassifications, transfers, demotions and alternately staffed classifications.
  - b. The name of a unit member who has successfully passed a qualifying exam shall be placed on the eligible list for the class for which examined. The Director may place the name of a unit member on such eligible list with or without an examination score. If an exam score is assigned, such unit member's rank on that eligible list shall be based on the exam score, as determined by the Director. Such examinations shall not require the publication of an examination notice.
- (6) Veterans preference shall not apply to promotional examinations.

#### 24.2 Promotional Eligible Lists

- (1) General Promotional Eligible Lists: The names of applicants successful in general promotional examinations shall be placed on general promotional eligible lists for the classifications examined.
- (2) Departmental Promotional Eligible Lists: The names of applicants successful in departmental promotional exams shall be placed on departmental promotional eligible lists for the classes examined.
- (3) These lists shall take precedence over General Eligible Lists.
- (4) If, at the time of termination, a unit member's name appears on a promotional eligible list, his/her name shall be removed from the promotional list and placed on the open competitive eligible list for that classification in accordance with his/her final score.

#### 24.3 Probationary Period

Permanent unit members who are promoted to a higher class shall undergo the probationary period prescribed for the higher class, but shall have the right to demote to their former class if rejected during their probationary period, except that trainees who are promoted to journey level classes shall not have the right to revert to their former trainee classes if rejected during the probationary period.

### **Section 25. Scheduled Workday**

Unit members covered by this MOU will not have a scheduled workday reduced in whole or in part to compensate for time which they are ordered to work in excess of another regularly scheduled workday.

### **Section 26. Geographical Displacement**

When organizational changes result in geographical displacement of a unit member, the department head shall establish criteria for the selection of unit members to be relocated based on his/her determination of the needs of the department. The department head shall consider such job related factors as he/she deems appropriate including, but not limited to, experience in the particular work, length of service in the class and special skills possessed by unit members. The County shall discuss these criteria with the Union before selecting unit members for displacement.

### **Section 27. Dismissal, Suspension, Reduction in Step or Demotion for Cause**

The appointing authority may dismiss, suspend, reduce in step or demote any unit member in the classified service provided the rules and regulations of the Civil Service Commission are followed. If he/she does not appeal such action to the Civil Service Commission within fourteen (14) days after receipt of such charges, as provided in Section 507, Article V of the Charter, a permanent unit member shall have the right to appeal such action in accordance with the provisions of Section 31.2 (3) and (4) unless his/her objection to the action has been resolved earlier in accordance with Section 31.2 (1) or (2). A permanent classified unit member may be dismissed, suspended, reduced in step or demoted for cause only.

### **Section 28. Change of Assigned Duties**

No unit member shall be required regularly to perform duties of a position outside of the classification to which appointed. However, unit members may be assigned temporarily duties outside their classifications. In addition, under the conditions described in the Rules of the Civil Service Commission, a department head may temporarily assign to unit members whatever duties are necessary to meet the requirements of an emergency situation.

### **Section 29. Pay for Work Out of Classification**

When a unit member has been assigned in writing by the department head or designated representative to perform the work of a permanent position having a different

classification and being paid at a higher rate, and if he/she has worked in such classification for forty consecutive work hours he/she shall be entitled to payment for the higher classification, as prescribed for Promotions in Section 5.6 of this Memorandum of Understanding retroactive to the first workday and continuing during the period of temporary assignment, under the conditions specified below:

- (1) The assignment is caused by the absence of the incumbent;
- (2) The unit member performs the duties regularly performed by the absent incumbent, and these duties are clearly not included in the job description of his/her regular classification;
- (3) The assignment to work out of classification which extends beyond twenty (20) working days be approved by the Human Resources Department Director, a copy of the approval form to be given to the unit member; and
- (4) A copy of the department head's written approval must be submitted in advance to the Human Resources Department Director. If the Human Resources Department Director determines that he/she will not approve pay for work in the higher classification which exceeds twenty (20) workdays, the unit member will be so notified and have the opportunity to discuss this matter with the Human Resources Department Director whose decision shall be final.

### **Section 30. Reallocation of Position**

30.1 Upon reclassification of filled positions, the Human Resources Department Director shall determine whether the action constitutes an upward, lateral or downward movement of the level of the position.

- (1) Downward: The incumbent will be assigned to a vacant position in the same department in the same class previously held. In lieu of reassignment, the incumbent may accept a demotion in the reallocated position. If neither of these options are exercised, the layoff procedure in the Civil Service rules will be employed.
- (2) Lateral: The status of the incumbent will remain unchanged in the classification to which the position is reallocated.
- (3) Upward: The Human Resources Department Director will grant status to the incumbent when either 1) there has been no essential change in the duties and responsibilities of the position during the individual's incumbency; or 2) there has been a gradual change in the duties and the incumbent has satisfactorily performed the higher level tasks for at least six (6) months. If neither of the conditions listed above exist, the incumbent may be transferred, demoted, laid off or compete for the reallocated position as specified in the Civil Service Rules.

### **Section 31. Grievances**

31.1 A grievance is any dispute which involves the interpretation or application of any provision of this Memorandum of Understanding excluding, however, those provisions of this Memorandum of Understanding which specifically provide that the decision of any County official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure. If a unit member files an EEOC, DFEH or administrative EEO Complaint with the EEO Coordinator, the issue will no longer be subject to this grievance procedure, but will be processed in accordance with regulations or procedures governing the processing of said complaints.

31.2 Grievances shall be processed in the following manner:

- (1) Management Official and/or Union Representative: Any unit member who believes that he/she has a grievance may discuss his/her complaint with such management official in the department in which he/she works as the department head may designate. If the issue is not resolved within the department, or if the unit member elects to submit his/her grievance directly to the Union, the procedures hereinafter specified may be invoked.
- (2) Human Resources Department Director: Any unit member or any official of the Union may notify Human Resources Department Director in writing that a grievance exists, stating the particulars of the grievance and, if possible, the nature of the determination desired. Such notification must be received within twenty eight calendar days from the date of the alleged grievance. The Human Resources Department Director, or his/her designated representative, who in the case of a grievance alleging discrimination shall be the EEO Coordinator, shall have twenty-five workdays in which to investigate the merits of the complaint, to meet with the complainant, and, if the complainant is not the Union, to meet also with the officials of the Union, and to settle the grievance. No grievance may be processed under paragraph (3) below which has not first been filed and investigated in accordance with this paragraph (2).
- (3) Adjustment Board: If the parties are unable to reach a mutually satisfactory accord on any grievance which arises and is presented during the term of this MOU, the Union may advance the grievance to an Adjustment Board by submitting a written request to Employee Relations no later than twenty-eight calendar days of written notice from Employee Relations that the grievance is denied at Step 2. The Adjustment Board shall be comprised of two representatives designated by the Union and two designated by the County.
- (4) Arbitration: In the event an Adjustment Board is unable to arrive at a majority decision, either the Union or the County may require that the grievance be referred to an impartial arbitrator, if within twenty-eight (28) calendar days of the date upon which the Adjustment Board hearing was held, the moving party notifies the other in writing of its desire to arbitrate. The question shall be submitted to an arbitrator mutually agreed upon by the parties or, failing mutual agreement, to that arbitrator who is selected by lot from an agreed upon panel.

The fees and expenses of the arbitrator and of a Court Reporter shall be shared equally by the Union and the County. Each party, however, shall bear the cost of its own presentation, including preparation and post-hearing briefs, if any.

31.3 Scope of Adjustment Board and Arbitration Divisions:

Decisions of Adjustment Boards and arbitrators on matters properly before them shall be final and binding on the parties hereto, to the extent permitted by the Charter of the County. No Adjustment Board and no arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by this Union and unless such dispute falls within the definition of a grievance as set forth in subsection 31.1.

Proposals to add to or change this MOU or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend or terminate this MOU, nor any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this Section. Neither any Adjustment Board nor any arbitrator shall have the power to amend or modify this MOU or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

31.4 No grievance involving demotion, suspension, reduction in step or dismissal will be entertained unless it is filed in writing with Employee Relations within five working days of the time at which the affected unit member was notified of such action.

31.5 If the Human Resources Department Director in pursuance of the procedures outlined in subsection 31.2 (2) resolves a grievance which involves suspension or discharge, he/she may agree to payment for lost time or to reinstatement with or without payment for lost time, but in the event the dispute is referred to arbitration and the arbitrator finds that the County had the right to take the action complained of, the arbitrator may not substitute his/her judgment for the judgment of management and if he/she finds that the County had such right, he/she may not order reinstatement and may not assess any penalty upon the County.

31.6 Compensation Complaints: All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Human Resources Department Director. Only complaints which allege that unit members are not being compensated in accordance with the provisions of this MOU shall be considered as grievances. Any other matters of compensation are to be resolved in the meet and confer process and if not detailed in the Memorandum of Understanding which results from such meet and confer process shall be deemed withdrawn until the meet and confer process is next opened for such discussion. No adjustment shall be retroactive for more than thirty days from the date upon which the complaint was filed.

31.7 No change in this MOU or interpretations thereof (except interpretations resulting from Adjustment Board or arbitration proceedings here under) will be recognized unless agreed to by the County and the Union.

31.8 The Union, its members and representatives, agree that it and they will not engage in, authorize, sanction or support any strike, slowdown, 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; and neither the Union nor any representatives thereof shall engage in 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.

31.9 County Charter and Civil Service Commission:

- (1) The provisions of this Section shall not abridge any rights to which a unit member may be entitled under the County Charter, nor shall it be administered in a manner which would abrogate any power which, under the County Charter, may be within the sole province and discretion of the Civil Service Commission.
- (2) All grievances of unit members in the representation unit represented by the Union shall be processed under this Section. If the County Charter requires that a differing option be available to the unit member, no action under paragraph (2) of subsection 31.2 above shall be taken unless it is determined that the unit member is not availing himself/herself of such option.
- (3) No action under paragraph (2) of subsection 31.2 shall be taken if action on the complaint or grievance has been taken by the Civil Service Commission or if the complaint or grievance is pending before the Civil Service Commission.
- (4) If any award by an Adjustment Board or arbitrator requires action by the Board of Supervisors or the Civil Service Commission before it can be placed in effect, the County Manager and the Human Resources Department Director will recommend to the Board of Supervisors or the Civil Service Commission, as appropriate, that it follow such award.

**Section 32. Loss of Compensation**

If a unit member covered by this MOU suffers loss of compensation due to the inequitable application of rules, regulations, policies and procedures and where said loss of compensation is not subject to the grievance procedure specified in Section 31, the unit member shall attempt to resolve the matter with the immediate supervisor. If unable to resolve the matter satisfactorily, the unit member or the unit member's Union representative may submit the complaint in writing to Employee Relations with a copy to the Human Resources Department Director. If this matter is not resolved by Employee Relations within thirty working days from the date of receipt of the complaint, the unit member or the Union representative shall advise the Human Resources Department Director in writing that the matter has not been resolved and the Human Resources Department Director shall render a decision within fifteen working days of receipt of this notification, which decision shall be final.

The County recognizes that other unit member problems also merit prompt attention and will attempt to handle such matters in an expeditious manner.

### **Section 33. Professional Reimbursement**

Physicians may be reimbursed for up to \$2,000.00 per fiscal year for educational expenses in connection with the paid educational leave authorized for maintenance of their licensure/certification. When such paid educational leave is authorized for training, physicians may be reimbursed for related travel expenses from the \$2,000.00. Physicians may also use the \$2,000.00 to be reimbursed for the purchase of PDA's, related PDA medical software judged to be helpful in their work assignment, to pay for professional license fees, and for fees and memberships in professional associations related to their field of practice.

For Staff Physicians, Psychiatrists, and Dentists who are required to pay medical staff dues to the San Mateo Medical Center, the County agrees to pay the annual medical staff dues per employee for the term of this agreement. These funds are in addition to the educational expenses detailed above.

### **Section 34. Tuition Reimbursement**

The County may reimburse a unit member for tuition and related fees paid for taking courses of study in an off-duty status if the subject matter content of the course is closely related to the unit member's present or probable future work assignments. Limits to the amount of reimbursable expense may be set by the Human Resources Department Director with concurrence of the County Manager. There must be a reasonable expectation that the unit member's work performance or value to the County will be enhanced as a result of the course of study. Courses taken as part of a program of study for a college undergraduate or graduate degree will be evaluated individually for job relatedness under the above-described criteria. The unit member must both begin and successfully complete the course while employed by the County.

The unit member must submit an application on the prescribed form to his/her department head giving all information needed for an evaluation of the request. The department head shall recommend approval or disapproval and forward the request to the Human Resources Department Director whose decision shall be final. In order to be reimbursed, the unit member's application must have been approved before enrolling in the course. If a course is approved and later found to be unavailable, a substitute course may be approved after enrollment.

Upon completion of the course, the unit member must submit to the Human Resources Department a request for reimbursement accompanied by a copy of the school grade report or a certificate of completion. The Human Resources Department shall, if the unit member satisfactorily completes the course, forward it to the Controller for payment. Reimbursement may include the costs of tuition and related fees. Effective July 1, 2007, the County will reimburse up to \$25.00 per course for books under conditions specified in the Tuition

Reimbursement Program. Reimbursement for books will only be made for community college, undergraduate level or graduate level courses.

### **Section 35. Service Delivery Improvement Committee**

Both management and bargaining unit members are committed to providing excellent medical care for residents of the County. In order to further this objective, the parties agree to form a Primary Care Performance Improvement Committee as outlined below.

The Committee will be organized under the Performance Improvement and Quality Assurance Department of the hospital. The purpose of the Committee will be to jointly discuss and address clinical care issues. There will be regularly scheduled meetings held monthly as set by the Committee for not more than 2 hours per meeting. Meetings may be cancelled by mutual agreement. The Committee will be comprised of five members of the bargaining unit and up to five representatives selected by management. The five bargaining unit representatives may be paid at the straight time rate up to 2 hours each in any one month to attend scheduled committee meetings. Participation shall be considered voluntary and shall not be compensable at the overtime rate. The Committee will determine when meetings are to be held. Other bargaining unit members may attend meetings on an *ad hoc* basis, but must do so on their own time.

The parties will work in good faith to resolve problems raised through this committee in a timely manner. The Committee will not discuss general management issues or issues that are grievable under Section 31 of this MOU.

### **Section 36. Separability of Provisions**

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 but such nullification shall not affect any other provisions of this Memorandum of Understanding, all of which other provisions shall remain in full force and effect.

### **Section 37. Past Practices**

Continuance of working conditions and practices not specifically authorized by ordinance or by resolution of the Board of Supervisors is not guaranteed by this Memorandum of Understanding.

### **Section 38. State Disability Insurance**

Unit members covered by this Memorandum of Understanding are eligible for benefits pursuant to the State Disability Insurance Program.

### **Section 39. Retirement Plans**

39.1 Unit member's options for coverage by retirement plan are described by plan brochures

which are available from the Retirement Office.

For unit members hired on or after 7/13/97, Plan 2 COLA is reduced to 2% and retirement is calculated on average salary of the three highest 12 consecutive months rather than single highest year.

- 39.2 The County shall pick up the following percentages of employee's retirement contribution, but not of the employee's contribution under Section 39.3 :

20% after the equivalent of 10 years of full time service (20,800 hours)

40% after the equivalent of 20 years of full time service (41,600 hours)

50% after the equivalent of 25 years of full time service (52,000 hours)

- 39.3 The benefit enhancement under Government Code section 31676.14 (2% @55.5) shall be applicable only to those employees who retire after the County's implementation of section 31676.14.

The enhancement applies to all future service and all service back to the date of employment pursuant to the Board of Supervisor's authority under Government Code section 31678.2(a). Government Code section 31678.2(b) authorizes the collection, from employees, of all or part of the contributions by a member or employer or both, that would have been required if section 31676.14 had been in effect during the time period specified in the resolution adopting section 31676.14, and that the time period specified in the resolution will be all future and past general service back to the date of employment. Based upon this understanding and agreement, employees will share in the cost of the 31676.14 enhancements through increased retirement contributions by way of payroll deductions and shall contribute 3% of compensation earnable as defined in SamCERA regulations.

These contributions will not be reduced by the employer pick-ups described above in Section 39.2.

- 39.3 The benefit enhancement under Government Code section 31676.14 (2% @55.5) shall be applicable only to those employees who retire after the County's implementation of section 31676.14.

The enhancement applies to all future service and all service back to the date of employment pursuant to the Board of Supervisor's authority under Government Code section 31678.2(a). Government Code section 31678.2(b) authorizes the collection, from employees, of all or part of the contributions by a member or employer or both, that would have been required if section 31676.14 had been in effect during the time period specified in the resolution adopting section 31676.14, and that the time period specified in the resolution will be all future and past general service back to the date of employment. Based upon this understanding and agreement, employees will share in the cost of the 31676.14 enhancements through increased retirement contributions by way of

payroll deductions and shall contribute 3% of compensation earnable as defined in SamCERA regulations.

These contributions will not be reduced by the employer pick-ups described above in Section 39.2.

**New Retirement Plans:**

For new employees hired on or after July 10, 2011, upon the adoption of a resolution making Government Code section 31676.1 effective, the retirement benefit options shall be:

Current Plan 3: Non-contributory plan. If a member elects Plan 3 with the option to transfer to Plan 5 after providing the equivalent of five years of service (10,400 hours) to the County that option is for future Plan 5 service only. After providing the equivalent of ten years of service (20,800 hours) to the County, employees may elect to transfer to Plan 4 by entering into an agreement with the San Mateo County Employees' Retirement Association (SamCERA) to pay all of the incremental employee and employer contributions that would have been required if the employee had been in Plan 4 since the date of employment, plus interest.

Plan 5: 1.725% @ 58 (pre-enhancement tier) with no 3% cost share

Current Plan 4: 2% @ 55.5 (as described in 25.3 above) is closed to new employees hired on or after the effective date of the commencement of Plan 5. However, employees may transfer into Plan 4 after providing the equivalent of ten years (20,800 hours) of service in Plan 5, and entering into an agreement with the San Mateo County Employees' Retirement Association to pay all of the employee and employer contributions that would have been required if the employee had been in Plan 4 since the date of employment, plus interest.

**Retirement COLA:**

Employees hired after the first pay period following the implementation by all bargaining units in the retirement plan will pay up to 50% of the Retirement COLA cost as determined by SamCERA.

Made and entered into this 10<sup>th</sup> day of February 2011.

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Patricia Hernandez  
*UAPD*

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David Boesch  
*County Manager*

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Sadick Alsaadir, M.D.

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Donna Vaillancourt  
*Director, Human Resources Department*

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Joe Broderick, M.D.

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Liz Caserza  
*Employee Relations Analyst*

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John Herbert, M.D.

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Chester J. Kunnappilly, M.D.  
*Chief Medical Officer, SMMC*

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Jose M. Pena, M.D.

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Celia Moreno, M.D.  
*Medical Program Manager, BHRS*

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Ann Marie Silvestri, D.D.S.  
*Dental Program Manager*

## Benefits Summary

The following list summarizes the various benefit programs in effect as of January 1, 2003:

### MEDICAL (Active):

The County pays 90% of the total premium for Kaiser or Aetna (workers pay 10% of the total premium) and the County pays 80% of the total premium for Blue Shield (workers pay 20% of the total premium).

For HMO plans, the county's premium cost share will be 85% effective April 1, 2011.

For POS plans, the county's premium cost share will be 75% effective April 1, 2011.

### MEDICAL (Retiree):

See Section 17.4

### DENTAL:

All employees must participate in a plan.

#### County Plan:

County pays 90% of premium

1st year:        \$100 cap on deductible  
                     60% UCR paid to dentists

2nd year:        No deductible  
                     85% UCR paid to dentists

Annual maximum of \$2500/person

If recommended by dentist and approved by plan, cleanings may be more frequent than every six (6) months; employees may appeal plan rejections - see Plan Description Booklet.

#### Delta Dental PMI:

See brochure.

Effective January 1, 2007, the County Plan will offer a tooth replacement implant benefit:

- Replacement of any missing single tooth in the esthetic region of the upper teeth.
- Annual maximum of \$1,000.00/person
- Paid at 85% of the billed amount, subject to the \$1,000.00 annual maximum benefit.

### VISION

VSP: San Mateo County Plan B with \$10.00 co-pay each on examination and materials for employees and dependents. Premiums paid by County.

- \* Domestic partners and young adult dependents are included in the above plans. Children and young adult dependents of domestic partners are included.
  
- \* Grandchildren of custodial grandparents will be considered eligible dependents on all health, dental and vision plans provided there is documentation of primary responsibility and approval by the affected benefit plan. This will occur with or without formal adoption.

### **LIFE INSURANCE**

See Section 21 of the MOU.

### **LONG TERM DISABILITY**

See section 22 of the MOU.

This is a summary of various benefit programs in effect for eligible employees as of January 1, 2003. The descriptions are very general and are not intended to provide complete details about any or all plans. **Exact specification for all plans are provided in the official Plan Documents, copies of which are available from Payroll Specialists or the Employee and Public Services Department, Benefits Division.** Where there is a difference between the description on these pages and the Plan Documents, the Plan Documents prevail. Please note that benefits are subject to change by the Plans and there is no guarantee that these benefits will be continued indefinitely. However, the County agrees to continue negotiated coverage as it currently exists unless such coverage is no longer offered by the plans.

## Salary Exhibits

### UAPD

Salaries 06/08/2011

<b>Class Code</b>	<b>Class Title</b>	<b>Range</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
F140	ADULT PSYCHIATRIST	\$87.69	\$5,612.00	\$5,934.40	\$6,274.40	\$6,634.40	\$7,015.20
F122	CHILD PSYCHIATRIST	\$90.94	\$0.00	\$6,154.40	\$6,507.20	\$6,880.80	\$7,275.20
F032	DENTIST	\$74.34	\$4,757.60	\$5,030.40	\$5,319.20	\$5,624.80	\$5,947.20
B169	DENTIST-UNCLASSIFIED	\$74.34	\$4,757.60	\$5,030.40	\$5,319.20	\$5,624.80	\$5,947.20
B130	PSYCHIATRIC RESIDENT-UNCLASSIFIED	\$32.98	\$0.00	\$2,232.00	\$2,360.00	\$2,495.20	\$2,638.40
F124	STAFF PHYSICIAN	\$81.00	\$0.00	\$5,481.60	\$5,796.00	\$6,128.80	\$6,480.00
F123	STAFF PHYSICIAN-PEDIATRICS	\$81.00	\$0.00	\$5,481.60	\$5,796.00	\$6,128.80	\$6,480.00
B157	STAFF PHYSICIAN-UNCLASSIFIED	\$81.00	\$0.00	\$5,481.60	\$5,796.00	\$6,128.80	\$6,480.00
F142	SUPERVISING ADULT PSYCHIATRIST	\$94.56	\$6,052.00	\$6,399.20	\$6,766.40	\$7,154.40	\$7,564.80
F128	SUPERVISING CHILD PSYCHIATRIST	\$98.07	\$0.00	\$6,636.80	\$7,017.60	\$7,420.00	\$7,845.60
F030	SUPERVISING DENTIST	\$80.21	\$5,133.60	\$5,428.00	\$5,739.20	\$6,068.80	\$6,416.80
F127	SUPERVISING PHYSICIAN	\$87.34	\$0.00	\$5,910.40	\$6,249.60	\$6,608.00	\$6,987.20
F129	SUPERVISING PHYSICIAN-PEDIATRICS	\$87.34	\$0.00	\$5,910.40	\$6,249.60	\$6,608.00	\$6,987.20
B170	SUPERVISING PHYSICIAN-UNCLASSIFIED	\$87.34	\$0.00	\$5,910.40	\$6,249.60	\$6,608.00	\$6,987.20

Ms. Patricia Hernandez  
Union of American Physicians and Dentists

This letter shall confirm certain understandings reached in negotiations for a Memorandum of Understanding covering the period of August 12, 2007 through August 7, 2010.

1. Direct Deposit shall be mandatory for all employees hired after August 19, 2000.
2. Should the Federal waiver on Drug Enforcement Agency (DEA) certification fees be terminated, and DEA certification is required in order to perform the duties assigned to the position, the County and the Union shall meet and confer regarding reimbursement of these fees.
3. The UAPD and San Mateo County agree that patient charting, department and committee meetings, and other administrative duties are part of the normal work week for County physicians. Within thirty (30) days of the implementation of the Memorandum of Understanding between the parties, the physicians at each County clinic will meet on work hours with the supervising physician and other administrative officials, as appropriate, to review physician work schedules and ensure that there is sufficient time during normal work hours for physicians to handle clinical administrative duties.

If the foregoing is in accordance with your understanding, please indicate your acceptance and approval in the space provided below.

Dated: \_\_\_\_\_

**APPROVED AND ACCEPTED:**

**UAPD**

**County of San Mateo**

By \_\_\_\_\_

By \_\_\_\_\_



SAN MATEO COUNTY  
**HEALTH SYSTEM**

February 3, 2011

Patricia Hernandez, Representative  
Union of American Physicians & Dentists  
1330 Broadway, Suite 730  
Oakland, CA 94612

**RE: Construction and Year-end Holiday Closures**

Dear Ms. Hernandez,

The Union and the San Mateo Medical Center shall continue to work collaboratively with regards to staffing for short-term closures either for year-end holidays and/or due to construction needs.

The process will consist of the following:

- Advanced notification will be provided to staff regarding year-end holiday closure (i.e. December 24-January 1) and how employees may code their timecards.
- Should a work site need to be closed due to construction, each department will determine how many (if any) employees will be requested/authorized to work.
- The manager will notify those employees if there is other work that could be performed, and if the employee(s) could work at an alternate location.
- Employees may use accrued vacation, holiday, or comp time to cover time off for holiday or construction closures. There is also the possibility of signing up for VTO (Voluntary Time Off) and employees may discuss this option in advance with their manager.
- Flex time arrangements are on a case-by-case basis and should be discussed with the manager. Normally, the County does not allow employees to take Leave without Pay if they have time accrued. An employee must be in a full pay status for the regularly scheduled shift the day before and the day after a holiday in order to earn that holiday.



Board of Supervisors: Rose Jacobs Gibson • Carole Groom • Don Horsley • Adrienne Tissier  
Health System Chief: Jean S. Fraser • San Mateo Medical Center CEO: Susan Ehrlich, MD, MPP  
222 W. 39<sup>th</sup> Avenue • San Mateo, CA 94403 • PHONE 650.573.2222 • CA RELAY 711 • FAX 650.573.2030  
[www.sanmateomedicalcenter.org](http://www.sanmateomedicalcenter.org)

---

I look forward to working with you to enhance the work environment for the employees at the San Mateo Medical Center.

Sincerely,

A handwritten signature in black ink, consisting of a large, stylized loop followed by a horizontal line extending to the right.

Susan Ehrlich MD  
Chief Executive Officer

cc: Chester J. Kunnappilly MD, Chief Medical Officer  
Linda Franco, Deputy Director of Ambulatory Services  
Nicole McKay, Employee Relations Manager  
Liz Caserza, Employee Relations Analyst



SAN MATEO COUNTY  
**HEALTH SYSTEM**

February 3, 2011

Patricia Hernandez, Representative  
Union of American Physicians & Dentists  
1330 Broadway, Suite 730  
Oakland, CA 94612

**RE: SAN MATEO MEDICAL CENTER PRIMARY CARE  
PATIENT CARE AND TECHNOLOGY**

Dear Ms. Hernandez,

The County and Union agree to meet within 60 days after ratification of the successor Memorandum of Understanding to discuss the operational and clinical needs regarding the use of clinical technologies (e.g. electronic medical records) for documenting patient care. The discussion will include but is not limited to the scheduling and allocation of charting/administrative time, patient appointment slots, and productivity standards.

Supervisors and managers will be made aware of these concerns. Pending the commencement of the Meet & Confer, in the event employees experience difficulty completing their assigned duties within their regular work hours, the employees shall discuss these issues with their supervisors and managers. Supervisors and managers will make every effort to address the specific issue(s) raised.

Sincerely,

Susan Ehrlich MD  
Chief Executive Officer

cc: Chester J. Kunnappilly MD, Chief Medical Officer  
Linda Franco, Deputy Director of Ambulatory Services  
Nicole McKay, Employee Relations Manager  
Liz Caserza, Employee Relations Analyst



San Mateo Medical Center  
*A County System of Healthcare*

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SAN MATEO COUNTY  
**HEALTH SYSTEM**

February 7, 2011

Patricia Hernandez, Representative  
Union of American Physicians & Dentists  
1330 Broadway, Suite 730  
Oakland, CA 94612

**RE: Long-Term Care Physicians**

Dear Ms. Hernandez,

The San Mateo Medical Center will continue to follow the following process with regards to on-call for Long-Term Care Physicians:

On the week following their on-call assignment, the Long-Term Care Physicians may take Tuesday, Wednesday or Thursday off. Because of patient volumes and the need for continuity of care coming out of and going into weekends, we are unable to offer Mondays or Fridays as options. The selection of a "post-call day off" is also contingent on adequate availability of physician staff to cover emergency needs on the day in question.

Both parties agree to adhere to Section 10 of the successor Memorandum of Understanding should a Long-Term Physician be contacted during off-duty hours and provides consultation for patient care.

Please feel free to contact me directly so we can address any issues or concerns as they arise.

Sincerely,

Chester J. Kunnappilly MD  
Chief Medical Officer

cc: Susan Ehrlich MD, SMMC Chief Executive Officer  
Nicole McKay, Employee Relations Manager  
Liz Caserza, Employee Relations Analyst



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