

***MEMORANDUM  
OF  
UNDERSTANDING  
Between  
County of Monterey  
And  
Union of American Physicians and Dentists  
Bargaining Unit U***

**September 6, 2025, through June 30, 2028,**



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**ARTICLE 1 RECOGNITION**

This Memorandum of Understanding is made and entered between the County of Monterey (herein called the "County") and the Union of American Physicians and Dentists (herein called UAPD or Union).

This Memorandum is the result of both parties meeting and conferring in good faith. This agreement shall be effective and binding only upon final approval by UAPD and the Monterey County Board of Supervisors. Any provision of this agreement requiring the Board of Supervisors action shall not become effective until approved by the Board.

The County recognizes UAPD as the exclusive bargaining representative for Unit U.

**ARTICLE 2 SCOPE OF MEMORANDUM OF UNDERSTANDING**

Unless specifically stated otherwise, this Memorandum of Understanding shall not apply to the following:

- Employees in the OB Fellowship Program
- Employees serving as medical directors or service directors

This Memorandum of Understanding shall not apply to any independent contractor positions contracted by the County of Monterey.

**ARTICLE 3 AUTHORIZED AGENTS**

For purposes of administering the terms and provisions of this Memorandum of Understanding:

Management's principal authorized agent shall be:

County Administrative Officer, or duly authorized representative

Mailing address: 168 West Alisal St, 3rd Floor, Salinas, California 93901 Attention Labor Relations Division.

Telephone (831) 755-5115

UAPD principal authorized agent:

UAPD shall provide written notification to the County of authorized representative(s) in January of every calendar year.

**ARTICLE 4 SEPARABILITY**

If any section, subsection, paragraph, clause or phrase of this Agreement is, for any reason, held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Agreement, it being hereby expressly declared that this document, each section, subsection, paragraph, sentence, clause and phrase

thereof, would have been adopted irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

## **ARTICLE 5 MANAGEMENT RIGHTS**

The County will continue to have, whether exercised or not, all the rights, powers and authority heretofore existing, including, but not limited to the following: determine the standards of services to be offered by the constituent departments; determine the standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; issue and enforce rules and regulations; maintain the efficiency of governmental operations; determine the methods, means and personnel by which the County operations are to be conducted; determine job classifications of County employees; exercise complete control and discretion over its work and fulfill all of its legal responsibilities. All the rights, responsibilities and prerogatives that are inherent in the County by virtue of all federal and state laws, regulations and provisions cannot be subject to any grievance or arbitration proceeding.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board of Supervisors, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent of such specific and express terms thereof are in conformance with the Constitution and Laws of the United States and the Constitution and Laws of the State of California.

## **ARTICLE 6 UNION RIGHTS**

### **6.1 Email Communications**

#### **A) Documents Sent Electronically via E-Mail**

The parties agree that documents sent electronically via e-mail are an acceptable form of communication and proof of service for timeline requirements and are allowed specifically in place of Certified U.S. Mail, wherever required in the labor contract. The “timestamp” of the e-mail by the receiving party is controlling. Parties further agree to discuss relevant e-mail records to assist in resolving any disputes regarding timeline requirements. Furthermore, digital signatures will be an acceptable form of executing agreements, signing correspondence and completing required forms, as necessary. Items sent by Certified U.S. mail will still be acceptable, but not required. The parties may designate which type of document will go to a specific e-mail address. Each party will give the other party the name(s) of persons or mailbox and their e-mail address as the official recipient of such documents.

#### **6.2 Bargaining Unit Employee Information**

A comprehensive list of all employees covered by this MOU will be submitted by the County to UAPD on a biweekly basis with the following information as available at the time the report is generated:

- Full Name,

- Employee Number,
- Job Classification,
- Department,
- Work Location (department name and location of employee),
- Work Phone (if available),
- Work Email (if available),
- Personal Email (if available),
- Home Address,
- Mailing Address (if different than home address),
- Home Phone (if available),
- Cellular Phone (if available),
- Monthly Gross Salary and Full Time Equivalent (FTE),
- Date of Hire (effective date of change),
- Employment Status (to include the date of separation, retirement, leave of absence, if available).

This list should be sent in an electronic format that both UAPD and the County agree upon.

**6.3 New Hire Orientation**

Employees newly hired into Unit U may, at the request of UAPD be permitted thirty (30) minutes to meet with a representative at their work location to receive UAPD membership information provided at the orientation.

**ARTICLE 7 TERM**

The term of this 3-year Memorandum of Understanding is from September 6, 2025 to June 30, 2028 when said Memorandum shall expire and be of no further force or effect.

**ARTICLE 8 WAGES**

**8.1 Wages**

The County will provide a wage increase to the base salary schedule to UAPD represented classifications as follows:

- Year 1- 4.0% increase to the employees base wages as stipulated in the individual employment contract (effective the first full pay period following UAPD ratification and Board of Supervisors approval of this agreement).
- Year 2- 4.0% increase to the employees base wages as stipulated in the individual employment contract effective the first full pay period following July 1, 2026
- Year 3- 4.0% increase to the employees base wages as stipulated in the individual employment contract effective the first full pay period following July 1, 2027.

The parties agree to reopen this Article if there is a significant reduction in Federal funding.

### **8.2 Labor Management Discussion**

Parties agree to meet at least once a year to discuss concerns related to departmental practices used to determine individual physician compensation and potential concerns with Fair Market Value. The review shall include an analysis of the pay practices for similarly situated employees.

### **8.3 Payroll and Time Reporting**

Consistent with 29 CFR § 541.710, exempt employees who do not work a full scheduled day, for personal reasons or because of illness or injury, shall have their leave accrual deducted or in the event of insufficient leave accruals, shall have their pay deducted for the absence.

### **8.4 Paycheck Errors**

#### **8.4.1 Overpayment**

In the event one or more overpayment error(s) occur which result in a net overpayment of more than fifty dollars (\$50), the employee will be allowed to repay the overpayment in the same amount and manner as the overpayment occurred or according to a mutually agreed payment plan. The employee will be notified prior to the start of the repayment deduction(s) except that an employee who is separating from county employment shall have all monies due the County withheld from his/her final paycheck.

#### **8.4.2 Underpayment**

Where a payroll underpayment occurs, solely due to an employer error, the department will work with the impacted employee and the Auditor-Controller's Office to expedite payment, on a case by case basis. The department and the Auditor-Controller will work towards correcting the employer error as soon as possible or within the next full pay period.

## **ARTICLE 9 SPECIAL PAY PRACTICES**

### **9.1 Employee Referral Bonus Program**

UAPD-represented employees shall be eligible for the Employee Referral Bonus Program as provided in the Personnel Policies and Practices Resolution.

The provisions of this item shall be administered by the Department Head but shall in no way establish any right to any type of overtime compensation for overtime exempt employees, regardless of whatever records are kept by the Department Head. Unit U employees designated as service directors or hiring authorities shall not be eligible for this provision.

### **9.2 Temporary Special Assignment Pay**

Employees shall be eligible for Temporary Special Assignment Pay as provided in the County Board Policy Manual PPPR- Temporary Special Assignment Pay P-80 Policy.

When a Department Head identifies the need for a Temporary Special Assignment Pay in accordance with Administrative Procedure A.9.14(a) Temporary Special Assignment Pay, they must complete the appropriate request form to the Director of Human Resources for approval prior to the effective date of the assignment.

### **9.3 Mobile Phone & Wireless Devices**

Employees shall be eligible for either a cell phone stipend or receive a County issued wireless device in accordance with policy A-15 Monterey County Staff Mobile Phone & Wireless Device Policy as found in the County of Monterey Board Policy Manual.

### **9.4 Extra Shift Pay for Physicians**

Unit employees shall be eligible for extra shift pay provisions in accordance with Section A.12.7 of the County of Monterey Personnel Policies and Practices Resolution (PPPR) No. 98-394.

### **9.5 Professional Expense Stipend**

In accordance with applicable County policies, the Employee may attend professional meetings, schools, conferences or conventions away from the assigned worksite. The Employee may be eligible to receive a Professional Expense Stipend, as set forth below, to be used for Employee's expenses incurred while attending professional meetings, schools or conventions when: 1) the Employer approves the time away from the worksite in advance; *and* 2) the Employer agrees that such attendance will benefit the Department and its patients.

Payment of the Professional Expense Stipend shall be subject to the conditions and limitations set forth below:

- A. Employed Physicians in Unit U who work at least a 0.5 FTE shall be paid a taxable Professional Expense Stipend of \$5,000 within first two full pay period after date of hire and annually thereafter upon receipt of the Professional Expense Stipend Request Form. Employees are required to complete and submit the required form to their respective Human Resources Department at least two (2) weeks prior to the employee's eligible date to ensure that the premium pay is processed in a timely manner. Employees shall be eligible for the professional Expense Stipend twelve (12) months after they last received it. Employees must be in paid status during the pay period in which the stipend is paid in order to be eligible to receive the stipend for that calendar year. Eligible employees who work at least a 0.5 FTE but less than a 1.0 FTE shall receive a prorated amount based on their FTE (e.g., 0.9 = \$4,500, calculated as  $\$5,000 \times 90\% = \$4,500$ ).
- B. All registration fees, travel and lodging expenses are to be paid directly by the Employee.
- C. Employees shall utilize PTO or CME for approved time off.

## **9.6 Bilingual and Multilingual Pay**

### **9.6.1 Administration:**

The Director of Human Resources or his/her designee is responsible for administration of the bilingual program including approval of bilingual position designations and proficiency testing and certification.

Administration responsibilities shall also include a periodic review of the number and location of bilingual position designations.

### **9.6.2 Testing:**

- A. Should any employee transfer to a position which doesn't require bilingual skills (as defined by the Human Resources Department) that employee shall not continue to receive bilingual pay.
- B. To continue to receive bilingual pay, the employee shall be retested as deemed necessary by the department but no less than every 5 years.
- C. Bilingual pay shall be effective the first full pay period following the successful completion of the bilingual test.

### **9.6.3 Bilingual Skill Pay**

An eligible employee who has successfully passed a language proficiency test in a language acceptable to the department shall receive a bilingual differential of \$45 per pay period.

## **9.7 Multilingual Pay**

Unit U employees which are required to utilize language skills of three or more languages on a regular basis shall be designated as trilingual positions. A trilingual designation is assigned to a position, not an incumbent, and in the event the incumbent moves to another position or if the trilingual designation of the position is removed because the duties no longer meet the criteria for such designation, his/her trilingual pay will cease.

Employees who are in trilingual designated positions and are currently eligible for bilingual pay in accordance with Article 8.10 above shall be paid a trilingual pay differential of fifty dollars (\$50) per month for each additional language listed below for which they receive certification of proficiency.

- Triqui
- Chatino
- Zapoteco
- Mixteco
- ASL

## **9.8 Special Assignment- Health Department Only**

### **9.8.1 Special Assignment Clinics and Behavioral Health**

The Health Department Director or designee can assign Unit U physicians on special assignment based on operational need.

### **9.8.2 Advance Practitioner Provider Duties: Clinic Services and Behavioral Health**

Provided a physician meets the definition of a supervising physician in the California Business and Professions Code Section 3501, the Physician may be assigned APP (Advance Practitioner Provider- NP and PA) Supervision Duties.

Providers providing Advance Practitioner duties will be provided a base wage stipend of \$4.33 per hour (roughly equivalent to \$9,006 per year) for each APP that they supervise, up to a maximum of four (4) APP.

- If a physician supervises two APP, then they will receive a base wage stipend of \$8.66 per hour.
- If a physician supervises three APP, they will receive a base wage stipend of \$12.99 per hour.
- If a physician supervises four APP, they will receive a base wage stipend of \$17.32 per hour.

The supervising physician is overseeing the activities of and accepts responsibility of services rendered by the APP. The supervising physician must be available by telephone or other electronic means while the APP is providing medical services. The supervising physician will be limited to supervising no more than four APP at the same time per the California Business and Professional Code Section 3516(b).

The County will allocate one (1) hour per month per APP for supervision duties.

Any physician performing this duty shall be regularly evaluated to ensure they continue to be competent.

Each physician will be credentialed and privileged to ensure that the physician has the license, qualification, training, and experience to fulfill this duty.

### **9.8.3 Behavioral Health Psychiatry Team Leads**

Employees providing team lead psychiatry services in Behavioral Health shall be eligible for a differential of five percent (5%) of base wages for the duration of the special assignment.

An experienced Psychiatrist may be designated to be team leader for a group of up to ten of BH Psychiatrists dedicated to a particular program. The supervising physician must be available by

telephone or other electronic means while the Psychiatrists assigned to that team are working. The Psychiatry Team Lead must have the license, qualification, training, and experience necessary to fulfill this duty. Additionally, Behavioral Health shall regularly evaluate the competency of any psychiatrist performing these duties. Team Leads shall be established as follows:

- Mental Health ACCESS Programs
- Children’s Mental Health Programs
- Adult Mental Health Programs
- Quality Assurance across all Psychiatry services
- Substance Use Disorder Programs

#### **9.8.4 Special Assignment- Clinic CLIA**

An assigned Clinic CLIA Lab Director is required at any FQHC site. The Health Department Director or designee can require a Unit U physician to perform all CLIA Lab Director functions as required in the assigned locations. Employees on the CLIA Assignment shall receive an annual differential of \$2,080 payable at one dollar (\$1.00) per hour for all regularly scheduled hours.

- The assigned physician will sign all applications and renewals for sites that have been assigned and no more than 5 clinic labs will be assigned to a provider. Individuals performing this role will be required to complete required attestations and complete an application.

#### **9.8.5 Behavioral Health Psychiatrist Providing Clinical Supervision for Clinic Services Bureau**

A Behavioral Health Psychiatrist that performs a minimum of 2 hours per pay period equivalent to 4 hours a month supervising psychiatry services for the Clinics Services Bureau, (over and above the regular 40 hours per week served in Behavioral Health), will be paid an annual differential of \$10,400 payable at five dollars (\$5.00) per hour for all regularly scheduled hours. The supervising psychiatrist is overseeing the activities of and accepts responsibility of services rendered by the psychiatric APP. The supervising psychiatrist must be available by telephone or other electronic means while the APP is providing psychiatric services.

#### **9.9 Certification Pay- Health Department Only**

##### **9.9.1 Board Certified Psychiatry Specialists:**

A Behavioral Health Board Certified Psychiatrist with specialties needed by Monterey County Behavioral Health will be provided an annual differential of \$3,120 payable at three dollars (\$3) per hour for all regularly scheduled hours. The Psychiatrist must be available by telephone or other electronic means to provide consultation to other Psychiatrists and to managers within Behavioral Health for specific client issues related to that specialty. The Psychiatrist with the specialty must have the license, qualification, training and experience to fulfill this duty. Additionally, Behavioral Health shall regularly evaluate the competency of any psychiatrist performing these duties. Specialties to be included are:

- a) Addiction Medicine
- b) Forensic Medicine
- c) Gerontology

## **ARTICLE 10 EMPLOYMENT AGREEMENT**

The County and Union agree that when a Unit U employee is hired, the employee and County will enter into an individual Agreement of Employment with a term of 24 months. Said Agreement will outline the employee's following terms and conditions of employment:

- Term of employment
- Initial compensation and adjustments outside of Article 8 Wages
- Full Time Equivalency (FTE)
- Worksite
- Work Schedule
- Scope of Services
- Benefits Allowance (as applicable)
- License Reimbursement Terms
- Additional duties

No individual employment agreement shall contain terms that are less favorable than those set forth in this MOU.

The terms and conditions of the individual Employment Agreement may be modified by mutual agreement of UAPD and the County.

For purposes of implementing this provision, the parties agree that employment agreements that are currently expired or will expire within six (6) months of the adoption of the new physician contract template, shall have the original expiration date extended by 12 months. Thereafter, the 24 month term specified in this Article shall be applied to employment agreements when/if renewed.

## **ARTICLE 11 EMPLOYMENT STATUS**

### **Full-time Employment**

Full-time employment must be designated by the Employment Agreement. In general, full-time employment is considered to be 2,080 hours worked per year.

### **Employment Status**

The County and Union acknowledge that the employment status of Unit U employees is subject only to the terms and conditions contained or specifically referenced as part of the individual Employment Agreement and this Memorandum of Understanding.

**Fair Labor Standards Act**

The parties acknowledge and understand that Employee, as a licensed professional physician, is exempt from the provisions of the statutes and regulations of the Fair Labor Standards Act, Title 29 U.S.C. Section 200, *et seq.*

**ARTICLE 12 PERFORMANCE STANDARDS**

**12.1 Performance Standards**

Employer from time to time establishes standards of performance for employees. The purposes of these standards are: (i) to provide a visible benchmark for evaluation of the medical care and service rendered by providers; (ii) to create a feedback mechanism so that excellent performance can be encouraged and unsatisfactory performance can be identified and addressed, and (iii) to develop a basis for compensation adjustments. Performance standards may include the following areas:

1. Work Productivity / Patient Scheduling
2. Cost of Care / Resource Management
3. Patient Satisfaction
4. Utilization Review / Quality Assurance
5. Compliance with Employer’s Policies & Procedures
6. Compliance with Medical Staff Bylaws
7. Compliance with Employer’s Billing Policies & Procedures
8. Work Ethic
9. Peer Review

The department, at its option and within its sole discretion, may seek evaluation of contractual performance by requesting input from Employee’s department and from other professionals within the department.

**12.2 Performance Evaluations**

Employee performance shall be evaluated and communicated on a yearly basis as required under County policy.

Performance evaluations are used to demonstrate to employees that they are valued; record how an employee’s performance meet the requirements of the job; create a job history record; identify employee strengths and areas for enhancement; assist the employee and supervisor in an effort to attain the highest level of performance; and reinforce performance standards. Every effort will be made to include substantiated information within an employee’s performance evaluation.

The County shall ensure employee performance evaluations are conducted in accordance with County and departmental policy. Performance evaluations are not subject to the grievance procedure.

### **12.3 Performance Improvement Plan (PIP)**

When the performance of an employee falls below the minimum standards established for a position as set forth in the performance standards, a Performance Improvement Plan (PIP) may be developed. A PIP must describe the areas of deficiency and contain a plan for improvement. PIPs are not disciplinary in nature, however, the failure to meet the expectations contained in a PIP may result in disciplinary action.

### **12.4 Performance Accountability**

It is expected the Physicians meet all minimum standards of their job as outlined by the County or contained in their individual employment agreement. Should the Physician not meet all minimum standards, the department will take all appropriate steps in accordance with department, medical staff or County policy.

## **ARTICLE 13 TRANSFERS**

### **13.1 Transfers-Voluntary/Involuntary**

The County retains the sole right to transfer employees from one work site to another. Except when an immediate transfer is necessary to meet the requirements of the department, employees shall receive notice ten (10) calendar days prior to the effective date of the transfer.

Employees who desire to be transferred within their respective job classes in their current department (i.e. Natividad or Health) to a specific work location may submit a written request for transfer to their corresponding department's Human Resources Office.

When the County contemplates filling vacancies and/or openings by transferring employees from one work site or location to a different location, Management will consider the following criteria:

- The overall needs of the department
- Patient care
- Requirements of the job
- Ability to perform job
- The duration and/or permanence of the transfer
- Length of service with the department
- Impacts to employee loan repayment plans

## **ARTICLE 14 HOLIDAYS AND LEAVES**

### **14.1 Holidays**

The following listed days are currently observed as legal holidays by the County of Monterey:

New Year's Day	January 1 <sup>st</sup>
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Dr. Martin Luther King, Jr. Day	Third Monday in January
Presidents Day	Third Monday in February
Cesar Chavez	March 31st
Memorial Day	Last Monday in May
Juneteenth Day	June 19 <sup>th</sup>
Independence Day	July 4 <sup>th</sup>
Labor Day	First Monday in September
Veterans Day	November 11 <sup>th</sup>
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving Day	Fourth Friday in November
Christmas Eve*	December 24 <sup>th</sup> *
Christmas Day**	December 25 <sup>th</sup>

**Health Department Only**

A holiday shall be equal to a worker’s regular work hours, and the worker shall be compensated at the regular hourly salary rate for their normal schedule of work hours.

\*When December 24<sup>th</sup> (Christmas Eve) actually falls on a Saturday or Sunday, the preceding Friday shall be the holiday in lieu of the day observed.

\*\* When December 25<sup>th</sup> (Christmas) actually falls on a Saturday or Sunday, the following Monday shall be the holiday in lieu of the day observed.

If any of the above listed holidays falls on a Saturday, the preceding Friday shall be the holiday in lieu of the day observed. If one of the above listed holidays falls on a Sunday, the following Monday shall be the holiday in lieu of the day observed.

**14.2 Military Leave**

Unit U employees shall be entitled to such leaves of absence and other benefits provided in the applicable provisions of the Military and Veterans Code and in accordance with the County’s Military Leave Policy P-220.

**14.3 Family Care Usage**

An employee is entitled to use one-half (1/2) of their accrued annual leave to care

for a sick or injured member of the employee's immediate family requiring care. "Immediate family" shall mean the spouse, child, registered domestic partner, parent, grandparent, grandchild, sibling, Domestic Partner, or Domestic Partner's child. In exceptional cases, such leave may be granted in the event of illness of an employee's parent-in-law, or parent of an employee's registered domestic partner, when it can be demonstrated that a bona fide illness exists which warrants the employee's personal attendance during her/his normally scheduled working hours.

The appointing authority may require a physician's certificate or other substantiating evidence that such illness of one of the above listed family members exist.

This provision shall be applied in accordance with the Family & Medical Leave Act and all other applicable State and Federal Laws.

#### **14.4 Parental/Maternity Leave**

Normal pregnancy and/or complications arising from pregnancy shall be considered an illness and shall be included within the provisions of this article. Employees shall be eligible for leave of absence without pay for parental/maternity leave of up to six (6) months regardless of whether or not said employee has used all accrued annual leave. Said leaves of absence shall be approved in accordance with the provisions for approval of other types of leaves of absence without pay. This provision shall be applied in accordance with the Family Medical Leave Act, California Family Rights Act, Pregnancy Disability Leave, Pregnant Workers Fairness Act and all other applicable State and federal laws.

#### **14.5 Leave of Absence Without Pay**

##### **a) General Provisions**

A leave of absence without pay may be granted by the Department Head or designee. Notwithstanding any other provision of this section, the Board of Supervisors may, by Resolution or Order, make provisions for other leaves of absence without pay.

##### **b) Limitations**

A leave of absence without pay may not be granted for a period to exceed:

- Thirty (30) calendar days for personal reasons unless there is no inconvenience to the department.
- Six (6) months for illness beyond that covered by sick leave.
- Six (6) months for education or training which will benefit both the employee and the County.
- An employee who fails to report to duty after a leave of absence has expired or has been disapproved or canceled by the appointing authority, or any other failure to report for duty as scheduled, shall be considered to have abandoned and constructively resigned their employment with the County.

- An employee shall not be granted a leave of absence without pay in excess of thirty (30) calendar days except as provided in the Military and Veterans Code, or as disciplinary action, until they have first used all accumulated annual leave, vacation, and compensatory time off, if any; provided, however, if said leave of absence without pay is granted because of illness or injury, said employee may use accumulated vacation or compensatory time off, if any, but shall not be so required.

Upon a finding of unusual or special circumstances, a leave of absence without pay may be extended beyond the time specified above if approved by the Department Head or designee.

**c) Leave Accrual While on Leave Without Pay**

Paid Time Off shall not accrue during leave of absence without pay, but Paid Time Off balances shall not be lost.

**14.6 Paid Time Off (PTO)- Natividad Only**

Employee shall be entitled to accrue up to a maximum of thirty-five (35) days (280 hours) per year. These thirty-five (35) days are comprised of PTO days in lieu of sick leave and vacation time and all County-observed holidays. PTO will be pro-rated for any Employee working less than 1.0 FTE (e.g. 0.8 FTE, receives 224 hours per year).

PTO shall be earned on the basis of each biweekly pay period worked from the beginning of the biweekly pay period following the appointment into a position in Unit U. PTO shall not be credited for any pay period during which Employee is on any non-paid status exceeding one-half (1/2) of Employee's normally scheduled working days.

A maximum of four hundred (400) hours of PTO may be accrued after which no further accrual shall be made until the Employee's accrual is reduced to below four hundred (400) hours by the use of PTO.

When Employee is within two (2) pay periods of exceeding their accrual maximum, management shall, at its option, schedule the employee for time off or pay hours at base rate of pay in lieu of time off.

**14.6.1 Usage of PTO on Holidays- Natividad Only**

If a holiday falls on a scheduled day off and Employee does not work the number of hours required in their regular assignment for the pay period, those hours will be deducted from Employee's PTO bank. If the holiday falls on a scheduled day off and Employee works all hours required in their regular assignment for the pay period, no PTO shall be deducted from their bank.

Natividad employees in the following specialties who are assigned to a twenty-four (24) hour On-Call assignment on an actual calendar holiday, in accordance with Section 12.1 Holidays, shall not be required to use PTO for that holiday.

- Cardiology
- General Surgery
- Pathology
- Urology
- Vascular

**14.7 Annual Leave- Health Department Only**

Employee shall be entitled to accrue and use twenty-five (25) Annual Leave days in lieu of sick leave and vacation time. Annual Leave will be pro-rated for any Employee working less than 100% (e.g., 80%, or 0.80 FTE, receives 6:10 hours per pay period. The accrual rate for the term of this Agreement shall be 7:42 hours per pay period. Hours are accrued each pay period throughout the term of this Agreement and any renewal thereof.

A maximum of four hundred (400) hours of Annual Leave may be accrued after which no further accrual shall be made until the Employee’s accrual is reduced to below four hundred (400) hours by the use of Annual Leave. Annual Leave shall be earned on the basis of each biweekly pay period worked from the beginning of the biweekly pay period following the permanent appointment into a position in Unit U. Annual Leave shall not be credited for any pay period during which Employee is on any non-paid status exceeding one-half (1/2) of Employee’s normally scheduled working days.

**14.8 Paid Time Off/ Annual Leave Buyback/Cash Out**

Physicians assigned to classifications in Unit U with at least one (1) year of service in County employment may sell back to the County up to one hundred sixty (160) hours of their PTO or Annual Leave in any calendar year, if the following conditions are met:

1. The physician has at least forty (40) hours of PTO or Annual Leave remaining after making an election to “cash out” pursuant to PPPR Section A.30.13; and
2. No more than one (1) request for partial payment of a “cash out” may be made in any calendar quarter.

**14.8.1 Election to Buyback/Cash Out Paid Time Off/Annual Leave**

In order to buyback/cash out or otherwise require the County to buyback/cash out vacation, annual leave or paid time off, the employee must first meet the eligibility criteria set forth in the applicable provision of the bargaining agreement. If such criteria are met, only then the employee may request and be granted compensation in lieu of vacation/annual leave/PTO for up to the amounts set forth in the bargaining agreement under the terms set forth below. If such criteria are not met as of December 31 of the calendar year in which the election is required to be made, then the employee has no right to election to buyback/cash out accrued time in the next calendar year.

- a) An eligible employee may elect to pre-designate an irrevocable buyback/cash out amount of up to the maximum number of hours of vacation/annual leave/PTO for the upcoming calendar year as set forth for his/her respective class. Requests for cash out must be made prior to December 1 of the calendar year before the cash out will be made (for example, requests for the 2022 calendar year will be made before December 1, 2021).
- b) Buyback/cash out designations shall be made in hours, not dollar amounts, and must be in increments of 8 hours.
- c) Any such request will be subject to the following:
  - i. Any employee utilizing this provision will be required to submit an irrevocable election by December 1<sup>st</sup> of the calendar year prior to the calendar year in which the vacation/annual leave/PTO hours to be cashed out are earned.
  - ii. An employee who elected to receive the buyback/cash out as set forth above, may request a full or partial payment of the buyback/cash out at any time in the designated calendar year.
  - iii. For employees who have pre-designated buyback/cash out amounts and who have not requested actual payment(s) of the entire designated buyback/cash out amount by December 1<sup>st</sup> of that calendar year, the County will automatically pay out the pre-designated amount (or remaining amount designated but not paid) by the last paycheck of the calendar year.
  - iv. Employees who have not elected to pre-designate a cash out by the applicable deadline (December 1<sup>st</sup> of the prior calendar year) will be deemed to have waived their right and will not be eligible to buyback/cash out any vacation/annual leave/PTO in the following calendar year. For example, if no designation is made by December 1, 2021, no cash out is available in 2022), until such time and under such terms as emergency usage provisions are agreed upon.

#### **14.9 Paid Time/Annual Leave Off Emergency Buyback/Cashout**

Notwithstanding the requirement for an irrevocable election for the cash-out of vacation/annual leave/PTO for the upcoming calendar year, an employee may cash out vacation/annual leave/PTO in an existing year, on the following terms:

- (i) The employee may cash-out no more than the maximum number of hours of vacation/annual leave/PTO (including any cash out previously elected) as set forth for his/her respective class.
- (ii) The amount cashed out pursuant to this subdivision must be in whole hour increments with a minimum cash out of 10 hours, and shall be subject to a twenty-five percent (25%) penalty. That is, if an employee cashes out accrued time in excess of any amount designated pursuant

to subdivision (i), above, the penalty shall be 25% of the excess amount cashed out. For example, if an employee irrevocably elects 40 hours of cash out pursuant to subdivision (i) but wishes to cash out an additional 40 hours in the current calendar year (assuming all other criteria are met), the employee will receive the cash value of 30 additional hours but 40 additional hours will be removed from the employee's accrued balance.

#### **14.10 Continuing Medical Education**

Upon approval of the Appointing Authority, or designee, a 0.75 FTE employee shall be entitled to 40 hours of Continuing Medical Education (CME) per calendar year for attendance at schools, seminars and conferences. CME hours will be credited in January of each calendar year.

CME hours may be taken only during the calendar year in which it is granted and no carry over of unused CME hours to future years is allowed.

### **ARTICLE 15 BENEFITS**

#### **15.1 The Flexible Benefits Plan**

The County will make available a Flexible Benefits Plan to eligible employees. Employees may elect medical, dental, and /or vision for themselves and their eligible dependents. The provisions, rules and regulations governing the administration of the Flexible Benefits Plan are contained in the Flexible Benefits Plan document. Changes may be required from time to time to maintain the integrity of this flexible benefits plan as a lawful IRS Section 125 plan. The County and the Union agree that the County shall have discretion to make such changes to ensure this plan is eligible for favorable treatment under the Internal Revenue Code. The County may add or remove benefit options to or from this plan during the term of this agreement, subject to the obligation of the parties to meet and confer only over the impact of such changes. Removal of a benefit shall occur only if the benefit is deemed contrary to public law or regulation governing I.R.S. Section 125 benefit plans, is no longer available by vendor, or becomes insolvent. The County continues to have the right and the obligation to administer the various insurance programs. These rights and obligations include but are not limited to the right to select the carriers and insurance claims administrators after consideration of the recommendations of the Health Insurance Review Committee and prior meeting and consultation with the Union. Changes in insurance carriers or administrators shall not result in any appreciable reduction in benefits. In the event a change in insurance carriers is made, an open enrollment period will be authorized. The County shall provide Union and employees, a thirty (30) day written notice for premium rate changes for the County's self-funded plan.

##### **A. Eligibility**

Permanent unit employees with a minimum Full Time Equivalent (FTE) of 0.50 or more will be eligible to participate in any of the County's health insurance programs.

## **B. General Provisions**

### Additional Payroll Deduction

For each month when the benefit options selected by the employee under this plan exceed the appropriate County contributions for that employee, that employee shall pay by pre or post-tax payroll deduction the full cost (100%) which exceeds the County's contributions for that employee.

## **15.2 Flexible Benefits Plan Contributions**

### **A. CalPERS Medical Insurance Contribution**

The County will provide medical insurance through the Public Employees' Retirement System (PERS) medical insurance program. All rules, regulations and procedures with respect to plan eligibility, benefits, claims payments and customer service procedures, etc. for the CalPERS plans are established by CalPERS. The County makes no representations or guarantees whatsoever with respect to the CalPERS health insurance plans.

The County maximum monthly contribution to the employee's Flexible Benefits Plan spending fund will be as follows for full-time, unit employees and part-time unit employees with a minimum Full Time Equivalent (FTE) of 0.50.

Pursuant to this Agreement the County shall provide a fixed elective contribution towards the cost of the PERS Platinum health plan as follows:

- Effective CalPERS coverage year 2026:
  - \$1,064.53 for employee only
  - \$2,308.14 for employee plus one
  - \$3,054.31 for employee plus family
  - For each month that the full County non-elective and elective contributions are not used by an employee to obtain benefit options under this plan (excluding optional post-tax benefits), the full amount of funds not utilized shall be forfeited.
- Effective CalPERS coverage year 2027:
  - \$1,160.34 for employee only
  - \$2,515.87 for employee plus one
  - \$3,329.20 for employee plus family
  - For each month that the full County non-elective and elective contributions are not used by an employee to obtain benefit options under this plan (excluding optional post-tax benefits), the full amount of funds not utilized shall be forfeited.

The County shall provide a fixed elective contribution towards the cost of the CalPERS Gold health plan as follows:

- Effective CalPERS coverage year 2026:
  - \$1,013.70 for employee only
  - \$2,180.00 for employee plus one

- \$2,888.50 for employee plus family
- For each month that the full County non-elective and elective contributions are not used by an employee to obtain benefit options under this plan (excluding optional post-tax benefits), the full amount of funds not utilized shall be forfeited.
- Effective CalPERS coverage year 2027:
  - \$1,104.93 for employee only
  - \$2,376.20 for employee plus one
  - \$3,148.47 for employee plus family
  - For each month that the full County non-elective and elective contributions are not used by an employee to obtain benefit options under this plan (excluding optional post-tax benefits), the full amount of funds not utilized shall be forfeited.

If in the plan year 2028 the premiums for the PERS Gold plan increase by 15% or more, over the plan year 2027 premiums, the County shall increase their fixed contribution. The County and the Union shall meet and confer to determine that increase. If the 2028 PERS Gold premium does not increase more than 15% over the 2027 PERS Gold premium, the County fixed contribution shall remain unchanged for all health plans.

Any balance of elective funds remaining after the employee elects health insurance may be utilized, at the employee's discretion, toward the purchase of dependent health, dependent dental, or dependent vision insurance and/or any other eligible optional benefits which may be made available by the County through this Flexible Benefits Plan. The use of any elective contributions toward the purchase of the benefits stated above is subject to the employee first selecting employee health insurance coverage under a PERS plan offered through employment with the County of Monterey.

**B. Dental Insurance Contribution**

The County's maximum contribution to the Flexible Benefits Plan for dental coverage will be equal to the cost of the employee only monthly premium for all eligible permanent employees.

**C. Vision Insurance Contribution**

The County's maximum contribution to the Flexible Benefits Plan for vision coverage will be equal to the cost of the employee only monthly premium for all eligible permanent employees.

**D. Computer Vision Coverage (CVC)**

The County provides an option for a pair of glasses tinted and designed for use with computers for the employee only.

**15.3 Retiree Health Insurance**

The County will contribute toward the monthly premium for eligible retirees enrolled in a CalPERS health insurance program as directed by CalPERS.

#### **15.4 Physical Examinations**

Full-time employees shall be entitled to a physical examination by appointment at Natividad Medical Center on a biennial basis (i.e., an examination every other year). Results of the examination shall be treated confidentially.

#### **15.5 Benefits Allowance**

Unit employees who decline the County's health insurance contributions by opting out of County sponsored health insurance coverage shall be eligible for the benefits allowance as stipulated in their individual employment contracts if they satisfy the following eligible opt out conditions:

1. The employee and the employee's Tax Family must have (or will have) minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California);
2. A "Tax Family" means all individuals for whom the employee reasonably expects to claim a personal exemption deduction for the taxable year(s) that cover the plan year for which the eligible opt out arrangement applies;
3. The employee must provide reasonable evidence of the alternative minimum essential coverage for the employee and their Tax Family for applicable period. Reasonable evidence may include an attestation by the employee;
4. The employee must provide the evidence/attestation every plan year;
5. The employee must provide the evidence/attestation no earlier than a reasonable time before coverage starts (e.g., open enrollment) or within a reasonable time after the plan year starts; and
6. The cash for opting out cannot be made if the County knows or has reason to know that the employee or the employee's Tax Family member does not have alternative minimum essential coverage.

In the event that the employee fails to complete the Attestation Form each plan year, no benefit allowance shall be paid retroactively.

#### **15.6 Workers Compensation**

When an employee on leave of absence is receiving Temporary Total Disability (TTD) Workers' Compensation payments (integrated or not), they shall receive their regular County contribution towards medical, dental, and vision insurance and their regular County contribution toward dependent medical, dental and vision insurance. (Note: Normal payroll deductions continue to be withheld from TTD payments.)

#### **15.7 Voluntary Optional Policies**

The County will facilitate the provision of voluntary optional insurance policies via the payroll deduction process for employees who work at least fifty percent time (0.5 FTE). It is understood that these policies are wholly voluntary between the employee and the insuring company, and

that provision of such insurance is subject to the terms and conditions set by the insurance company and may be canceled by the insurer if its minimum enrollment standards are not met.

**15.8 Health Flexible Spending Accounts (FSA)**

Employees may contribute to the Flexible Spending Account (FSA), on a pre-tax basis up to the maximum allowed by the IRS.

**15.9 Dependent Care Assistance Program (DCAP)**

Employees may contribute to the Dependent Care Assistance Program (DCAP) up to \$7,500 annually per household, on a pre-tax basis, or the maximum allowed by the IRS, whichever is greater

**15.10 Life Insurance**

Effective coverage year 2026, the County agrees to provide twenty thousand dollars (\$20,000) in group term life insurance for employees in paid status.

**15.11 Long Term Disability**

The County will facilitate the provision of voluntary long-term disability insurance via the payroll deduction process. It is understood that long term disability insurance is wholly voluntary between the employee and the insuring company and that provision of such insurance is subject to the terms and conditions set by the insurance company and may be cancelled by the insurer if its minimum enrollment standards are not met. In the event of cancellation, the County will no longer be obligated to facilitate long term disability insurance.

**ARTICLE 16 RETIREMENT BENEFITS**

**16.1 California Public Employees’ Retirement System (CalPERS)**

Unit U employees will be provided retirement benefits under the California Public Employees’ Retirement System (CalPERS).

Due to the implementation of the Public Employees’ Pension Retirement Act (PEPRA) CalPERS has designated members as either “Classic” or “PEPRA.” The employee designation is determined by CalPERS.

**PEPRA Members** – Are defined as employees hired on or after January 1, 2013, and prior to that were not member of CalPERS or a retirement system that has reciprocity with CalPERS.

**Miscellaneous PEPRA:**

Retirement Formula:	2% @ 62
Employee Contribution:	7% (subject to yearly change based on ½ of normal cost as determined by CalPERS)
Final Compensation:	Highest consecutive 36-month average, subject to CalPERS compensation limits

**Classic Members** – Are defined as employees hired prior to January 1, 2013 or were members of CalPERS or a retirement system that has reciprocity with CalPERS.

**Miscellaneous Classic:**

Retirement Formula:	2% @ 55
Employee Contribution:	7%
Final Compensation:	Highest consecutive 12-month average, subject to CalPERS compensation limits

Retirement benefits are subject to change based on CalPERS ongoing review, and interpretations, of the Public Employees’ Pension Reform Act (PEPRA) legislation. CalPERS will have final determination of Classic vs. PEPRA membership.

**16.2 Legislative Changes**

Should changes be made to the current tax and retirement laws and administrative agency interpretations which alter the status of the employee's retirement contribution, the County shall, upon request, be required to meet and confer on the impact of these possible changes.

**16.3 Deferred Compensation**

A. The deferred compensation program shall continue to be made available to employees in accordance with the Monterey County 457(b) Deferred Compensation Plan.

**16.4 Military Service Credit**

Pursuant to the terms and conditions of the applicable Monterey County contract with CalPERS, employees may exercise an option to purchase up to four (4) years of military service credit toward public service under CalPERS. An employee exercising this option is personally responsible for direct payment to CalPERS of all fees, payments and interest entailed.

**16.5 Peace Corp / AmeriCorps/ VISTA**

As determined by CalPERS, employees may be eligible to request service credit for up to three (3) years in the Peace Corp, AmeriCorps VISTA (Volunteers in Service to America) or AmeriCorps. If eligible, the employee must purchase all available service credits. An employee exercising this option is personally responsible for direct payment to CalPERS of all fees, payments and interest entailed.

**16.6 Employment Agreement Retirement Contribution**

Physicians who were receiving an additional retirement contribution as part of their individual employment agreement at the time of the signing of this agreement, shall stop receiving the

retirement contribution and receive a one-time adjustment to their base wages equal to the contribution amount.

## **ARTICLE 17 GRIEVANCE PROCEDURE**

### **A. Grievance Defined**

The County and the Union recognize early settlement of grievances is essential to sound worker employer relations. The parties seek to establish a mutually satisfactory method for the resolution of grievances of workers or the Union. There shall be no restraining, interference, coercion, discrimination or reprisal against any employee for exercising any rights under the grievance procedure.

A grievance is defined as a dispute over the interpretation or application of this Memorandum of Understanding by an employee adversely effected thereby, but shall not include the following:

- Disciplinary actions as defined herein which shall be subject to appeal through the procedure contained in this agreement for the appeal of disciplinary actions.
- Complaints regarding Equal Opportunity, Occupational Health and Safety, Workers' Compensation or discrimination complaints based on a lawfully pre-recognized protected classification or the applicable procedures for such complaints.
- The exercise of any County rights as specified in this Memorandum, so long as the exercise of such rights does not conflict with other provisions of this agreement.
- Any impasse or dispute in the meeting and conferring process, or any matter within the scope of representation.
- Any matter for which a different appeals procedure is provided either by statutes, ordinances, resolutions, or agreements.

UAPD shall be entitled to file a grievance on behalf of an employee or group of employees adversely affected by a grievable matter.

UAPD may file a grievance on its own behalf only on those matters which pertain to the rights of UAPD as an organization.

### **B. Limited Grievance Procedure Application**

An employee shall be entitled to file a grievance which alleges that the County has failed to provide a specific condition of employment which is established by the Personnel Policies and Practices Resolution provided that the enjoyment of such right is not made subject to the discretion of the department head or the County, and provided further that the condition of employment which is the subject matter of the grievance is a matter within the scope of representation as defined in California Government Code Section 3504. Such limited grievances may not be appealed to arbitration.

### **C. No Discrimination**

There shall be no restraint, interference, coercion, discrimination or reprisal against any employee

for exercising any rights under the grievance procedure.

#### **D. Time Limits**

The time limits set forth herein are essential to the grievance procedure and shall be strictly observed. The time limits may be extended by agreement of the parties; however, any such extension must be confirmed in writing.

If at any stage of the grievance procedure the employee is dissatisfied with the decision rendered, it shall be the grievant's responsibility to submit the grievance to the next designated level within the time limits set forth.

Failure to submit the grievance within the time limits imposed shall terminate the grievance process and the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.

The grievant has the right to promptly proceed to the next step within the prescribed time limits if the appropriate management representative fails to respond within the time limits specified.

#### **E. Grievance Procedure Steps**

##### ***Step 1: Discussion with Immediate Supervisor***

- The grievant shall first discuss the grievance informally with his/her immediate supervisor. The discussion shall be held within fifteen (15) working days of the action causing the grievance or of the date the action reasonably could have been expected to be known to the grievant. In no event shall any grievance be accepted for consideration more than six (6) months from the date of the action causing the grievance, regardless of the date the action became known to the grievant.
- Every reasonable effort shall be made to resolve the grievance at this level. The immediate supervisor shall verbally respond to the grievant within ten (10) working days of the informal discussion between the grievant and supervisor.

##### ***Step 2: Formal Written Grievance***

- In the event the employee believes the grievance has not been satisfactorily resolved, the employee shall submit the grievance in writing to the supervisor within ten (10) working days after receipt of the immediate supervisor's verbal response. The grievant shall file one (1) copy with the Human Resources Department. If the grievance is not presented within the time limits provided herein, it shall be deemed not to exist. Such written grievance shall:
  1. Fully describe the grievance and how the employee(s) was/were adversely affected;
  2. Set forth the section(s) of the Memorandum of Understanding, allegedly violated;
  3. Indicate the date(s) of the incident(s) grieved;
  4. Specify the remedy or solution to the grievance sought by the employee(s);
  5. Identify the grievant and be signed by the grievant;
  6. Identify the person, if any, chosen by the grievant to be his/her representative.
- No modifications in the basic violation being alleged pursuant to this grievance procedure shall

be made subsequent to filing of a grievance unless mutually agreed to by both the County and the grievant or the grievant's representative. However, corrections in citations or other clarifying amendments can be made at any time by the grievant or the grievant's representative.

- Within seven (7) working days of receipt of the grievance, the immediate supervisor shall:
  1. Meet the grievant to discuss the grievance at the request of either party (i.e., the grievant, the grievant's representative or the supervisor);
  2. Deliver his/her written decision outlining the reasons behind the decision to the grievant and his/her representative within three (3) working days following the meeting, if held, or, if no meeting was held, within ten (10) working days of the receipt of the grievance.
- Any grievance settled at this step shall be subject to the review and confirmation of the respective department head before the settlement may become effective. Such review will occur within five (5) working days or the grievance will automatically be moved to Step 3. In the event the department head does not confirm the settlement, the grievant may initiate Step 3 of this procedure.

***Step 3: Department Head Review***

- If a grievance is not settled at Step 2 of this procedure, the grievance may be appealed to the department head in writing within ten (10) working days from the receipt of the decision of the immediate supervisor or his/her failure to respond to the grievance. Said grievance appeal must specifically set forth the reason the answer previously provided by the supervisor is not satisfactory.

In submitting the grievance to Step 3, the grievant or UAPD may request a meeting with the department head.

- If requested at the time of filing with the department head, a meeting will be held within seven (7) working days of the receipt of the appeal. The department head shall deliver his/her written decision to the grievant and/or his/her representative within three (3) working days of the date of the grievance meeting, if a meeting was held, or within ten (10) working days of the receipt of the appeal if no meeting was held. The department head's decision shall include the reasons on which the decision is based and the remedy or correction which has been offered, if any, to the grievant.

***Step 4: Director of Human Resources /Mediation***

- If a grievance is not settled at Step 3 of the procedure, the grievance may be appealed, in writing to the Director of Human Resources or his/her designee within ten (10) working days from the receipt of the department head's written response. Said grievance appeal must specifically set forth the reason the answer(s) previously provided by management is/are not satisfactory. A meeting may be held by mutual agreement of the parties.
- Within ten (10) working days from receipt of the grievance, the Director of Human Resources or his/her designee shall deliver his/her written decision to the grievant and his/her

representative. Said decision shall be final and binding, except as provided in the Arbitration section.

- In the event a represented employee chooses to waive a hearing by the Director of Human Resources or his/her designee, UAPD on behalf of the employee shall, within the ten (10) day appeal period, make a written request to the Director of Human Resources or his/her designee to seek within 10 working days the assistance of a mediator from the State conciliation service in an attempt to resolve the grievance. The mediator shall have no authority to resolve the grievance except by agreement of UAPD and the County. In the event the grievance is not resolved, neither evidence nor concessions agreed to or offered during mediation shall be admissible at the subsequent hearing.

If the grievance is not resolved through mediation, the Director of Human Resources or his/her designee shall issue a decision which shall be final and binding except as outlined in the provisions of this agreement concerning arbitration.

#### **F. Notice of Meetings**

The County and the grievant or the grievant's representative shall be responsible for giving notice of meetings and conferences to their representative parties at least twenty-four (24) hours prior to any meeting regarding a grievance whenever possible.

#### **G. Representation**

The employee has the right to the assistance of one employee representative/job steward in addition to a staff representative of UAPD in the preparation and/or presentation of his/her grievance in Steps 1 through 4 of this procedure provided, however, that supervisory employees shall not represent non-supervisory employees.

An employee is also entitled to represent him/herself individually at any step of the grievance procedure, except in the arbitration procedure outlined this agreement. Only UAPD may file for arbitration of a grievance.

A grievant may not change his/her designation of representative organization during the processing of a grievance, except by mutual agreement of the parties.

If the employee is represented in a formal grievance meeting, the department may also designate a management representative to be present in such a meeting.

#### **H. Grievance Withdrawal**

The grievant and his/her representative may withdraw the grievance at any state of the grievance procedure by giving written notice to the County representative who last took action on the grievance, with a copy to the Human Resources Department.

#### **I. Grievance Resolution**

If a grievance is resolved at Step 2, 3 or 4 in the procedure as provided herein, the grievant concerned shall indicate acceptance of the resolution by affixing his/her signature in the appropriate space indicated. If the employee has been represented by UAPD at the Step of the

procedure at which a resolution is reached, UAPD representative shall also sign the appropriate document acknowledging that the employee has accepted the resolution.

Decisions on grievances where an employee represents him/herself shall not be considered precedent setting or binding with regard to any future grievances filed with respect to the same or similar matters.

**J. Reconsideration**

By mutual agreement, the parties may revert the grievance to a prior level for reconsideration. If the grievance is not then settled at the prior level, the grievant shall continue to have the rights set forth in this procedure.

**K. Consolidation**

The County may consolidate grievances, where, in its discretion, the grievances present substantially similar issues.

UAPD may file group grievances at the second step of the grievance procedure by listing each person who claims to be adversely affected and all other data required in this section.

**L. Processing Grievances**

The grievant shall be granted reasonable time off with pay from regularly scheduled duty hours to process a grievance, provided that the time off will be devoted to the prompt and efficient investigation and handling of grievances, subject to the following:

- Neither a grievant nor a grievant’s representative who is a county employee shall suffer any lost pay for attending any regularly scheduled grievance hearing required by the procedure herein set forth.
- A grievant or a grievant’s representative shall notify their supervisor as soon as possible of scheduled grievance hearings and of any changes in the time or date of scheduled hearings in which they must participate.
- In no event shall a grievant be represented by more than one county employee at the grievance hearings.

**ARTICLE 18 ARBITRATION**

**A. Grievance Arbitration**

Within ten (10) working days from the receipt of the written decision resulting from a grievance heard by the Director of Human Resources, or his/her designated representative as provided in the Grievance Procedure section of this agreement, UAPD, and only UAPD, may request that the grievance, as defined below, be submitted to arbitration as provided hereinafter.

Only those unresolved grievances filed and processed in accordance with the Grievance Procedure of this agreement, and which directly concern or involve the interpretation and application of the specific terms and provisions of this agreement, may be submitted to arbitration.

Notwithstanding any other provisions of this agreement the following matters are expressly excluded from the arbitration:

- All matters relating to Equal Opportunity, Occupational Health and Safety or Workers' Compensation;
- "Interest" matters or matters within the scope of representation;
- Any matter for which a different appeals procedure is provided either by statutes, ordinances, resolutions or agreements;
- Grievances filed under the Limited Grievance Procedure Applications section of the Grievance Procedure of this agreement.

See the Nondiscrimination section of this MOU regarding discrimination grievances.

A request by UAPD for arbitration of a grievance must be received by the Director of Human Resources or his/her designee within ten (10) working days of receipt by UAPD of the written grievance procedure fourth step decision. Failure to request arbitration within the above time limits shall constitute an automatic forfeiture and an irrevocable waiver of the right to process the grievance appeal to arbitration. The notice shall set forth the specific issue or issues still unresolved through the grievance procedure which is being submitted to arbitration.

The parties shall select a mutually acceptable arbitrator.

The fees and expenses of the arbitrator shall be shared equally by the parties, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.

The decision of an arbitrator shall be binding upon the parties but shall not add to, subtract from, nor otherwise modify the terms and conditions of this agreement.

#### **ARTICLE 19 DISCIPLINE**

The County agrees to the following limited due process procedures for employees who are disciplined or terminated before the expiration of their individual employment agreement.

These procedures apply to employees in Unit U classifications for purposes of disciplinary and non-disciplinary releases, including layoffs. This section shall not apply to voluntary resignations or job abandonment. This Article is not subject to any grievance procedure.

The Appointing Authority, or designee, may terminate the employment of, discipline, or release Unit U employees. In the event that termination or discipline or release of an employee is recommended to the Appointing Authority, or designee, the employee shall be entitled to the following due process prior to the execution of such termination or discipline or release:

**Step 1: Written Notice**

The employee shall receive written notice of the reasons for the termination or discipline or release.

**Step 2: Written Response**

The employee shall be notified of their right to submit a written response including the written statements of any individuals supporting the employee's position. The written answer must be submitted within five (5) working days of the date of notice of termination or discipline or release in order to be reviewed.

**Step 3: Appointing Authority Review**

After the expiration of the period of time designated for the employee to submit their statement, the Appointing Authority, or designee, shall review all documents provided and shall notify the employee in writing of their decision within twenty (20) working days. The decision of the Appointing Authority shall be final and binding, with the understanding that the appeal may continue to Step 4 below and the Appointing Authority may modify, change or uphold its decision.

The Appointing Officer, or designee, shall have the right to take whatever actions they deem appropriate in an emergency or when there is a danger to the public or employees.

**Step 4: State Mediation and Conciliation Services- Optional**

Once Step 3 has been completed, either party may request the assistance of State Mediation and Conciliation Services to attempt to resolve outstanding matters. The recommendation from the mediator shall be advisory.

**Step 5 (Natividad Only)**

A Unit employee that fails to maintain Medical Staff privileges or that has them revoked in accordance with Natividad Medical Staff Bylaws, shall be immediately placed on a concurrent unpaid leave of absence.

A Unit employee that fails to have their Medical Staff privileges restored in accordance with Natividad Medical Staff Bylaws within thirty (30) days of revocation shall be subject to immediate termination.

A Unit employee placed on suspension in accordance with Natividad Medical Staff Bylaws shall be placed on a concurrent unpaid leave of absence.

A Unit employee that has their privileges limited or restricted in accordance with Natividad Medical Staff Bylaws, may have their salary reduced or be placed on a concurrent unpaid leave of absence.

## ARTICLE 20 CALL OFF

Natividad employees may be called off their regularly scheduled shifts for lack of work.

**A.** The order of call off shall be as follows for all employees:

1. Anyone who wishes to volunteer for call off will be considered
2. County permanent employees on extra shift
3. Agency Temporaries (Locum Tenens)
4. County temporaries
5. County permanent part-time (the employer will make an attempt to rotate the call-off of employees from this category on the shift to mitigate the impact of the call-off on any single employee).
6. County full-time (0.9 FTE or above) (the employer will make an attempt to rotate the call-off of employees from this category on the shift to mitigate the impact of the call-off on any single employee).

**B.** Natividad Medical Center will attempt to contact the employee at his/her contact phone number at least one and one half hours prior to his/her scheduled shift. Once the attempt to contact the employee is made NMC will not be required to pay the employee show up time. The employer shall maintain a record consisting of the time/date of the call of each attempt to contact the employee. The employee shall be responsible for ensuring that NMC is utilizing a valid, current contact number.

**C.** Once an employee is called off duty, the employee is not obligated to make him/herself available for work unless the employee agrees to be placed on Offsite Call, at the Offsite Call rate if applicable. Should the employee be called back while on On-Call, the employee will receive straight time for the remainder of their regularly scheduled shift.

**D.** The employee shall be entitled to two (2) hours show-up pay when an employee is called off duty within twenty (20) minutes after reporting to work for their regular scheduled shift.

**E.** The employee may use any Paid Time Off (PTO) that is available in the employee's PTO bank prior to the day they are called off. For purposes of this section, Continuing Medical Education (CME) hours will not be used to compensate the employee for call-off time. PTO hours used for a call-off day or partial call off day will not be counted toward the work week.

**F.** An employee may not be called off for more than half of employees appointed Full Time Equivalent in any two consecutive pay periods, during which time the employee's insurance benefits will continue.

## **ARTICLE 21 PROFESSIONAL PRACTICE COMMITTEE- HEALTH DEPARTMENT**

### **21.1 Health Department – Labor Management Meetings**

The parties agree that there will be a committee that may meet a minimum of two (2) times per year to discuss issues of mutual concern. If agreeable to both the Health Department Head and UAPD, the meetings may be more frequent, but no more than once per quarter unless mutually agreed upon by both parties. The meeting will be comprised of representatives of management and up to two (2) UAPD stewards/members. Meetings shall be held during the department's normal business hours.

Either party requesting the meeting shall provide an agenda five (5) days prior to the meeting.

### **21.2 Health Department Workgroups – Primary Care Clinics Only**

The parties agree to form clinic workgroups as mutually agreed upon which will continue unless they are mutually agreed to cease. Workgroups will meet twice per year, or as mutually agreed, to discuss issues of mutual concern. Meetings shall be held during the department's normal business hours and will last no longer than two (2) hours.

1) Clinic Workgroups: Workgroups will meet and discuss operational items related to Primary Care Clinics such as aligning care decisions across the patient journey; improving patient outcomes and quality metrics; identifying clinical workflows to enhance the patient experience and integrate comprehensive technology to reduce variability of care; and to expedite service delivery. The workgroup will be comprised of two (2) UAPD stewards/members and designated management representatives.

2) The Clinician System workgroup will be facilitated by the Clinic Quality Improvement (QI) division and is focused on QI Initiatives that will help improve communication and collaboration across all clinics. The workgroup will be compromised of three (3) clinicians, one (1) Clinic Services Medical Director, and designated management representatives. The goal is to collaboratively identify barriers to patient access and discuss viable, patient-centric solutions.

## **ARTICLE 22 COMPLIANCE WITH ETHICS AND LAWS**

### **22.1 Licensing**

In compliance with the individual employment contracts, unit employees shall be and remain licensed to practice medicine or other health care profession in the State of California. Unit employees shall also maintain good standing with the Medical Board of California, or other governing board (the "Board").

Employees are required to immediately provide the County notice if:

- They become the subject of any pending disciplinary action by the Board or the equivalent medical licensing authority of any other state in the United States, or on notice of possible assertion of disciplinary action(s), other than such action(s).

- They become excluded, suspended or barred from participation in Medicare, Medicaid, Medi-Cal, or any other plans and programs that provide health benefits funded directly or indirectly by the United States or the subject of an audit or investigation related to these programs.
- They have had any actions taken against his/her Medicare, Medicaid, or Medi-Cal participation, including revocation, termination, suspension, or similar action in the past.

Failure to maintain licensing requirements shall render the employee unqualified for employment. The County may take any necessary actions up to and including termination of employment.

The parties agree that County employees shall not practice, nor shall they be required to practice, in any manner which places their professional license(s) in jeopardy.

**22.2 Medical License Reimbursement**

Unit employees shall receive medical license reimbursement as indicated in their individual employment agreements.

**ARTICLE 23 JURY DUTY**

Unit employees who are summoned to jury or witness duty shall be provided with unpaid time off to attend as required. Employees may utilize available leave accruals while they are attending jury or witness duty. Employees who receive notice of jury or witness duty shall provide a copy of the notice to their supervisor or their department’s Human Resources Office at least two-weeks prior to the date of attendance. In the event an employee, at no fault of their own, is unable to provide the notice of jury or witness duty at least two-weeks prior to the date of, the employee will notify their supervisor, director or Human Resources Office as soon as possible.

**ARTICLE 24 EMERGENCY AUTHORITY**

Nothing contained herein shall be construed to limit the authority of the County to make changes for the purpose of preparing for or meeting an emergency. For the purposes of this article, any changes in law or circumstances that reduces currently existing or anticipated revenue levels by 30% or more of total general fund revenues within the current fiscal year may be included, though not the sole factor, within the definition of an emergency. Such emergency actions shall not extend beyond the period of the emergency. If circumstances surrounding the emergency allow, the County will meet and consult with the Union prior to taking action under the authority of this section. After taking action under the authority of this section, the County, upon request, will meet and confer with the Union over the practical consequences that the emergency action

taken had on those terms and conditions of employment that are within the scope of representation.

**ARTICLE 25 NO STRIKE NO LOCK OUT**

During the term of this agreement, the Union agrees that under no circumstances will the Union recommend, encourage, cause or permit its members to initiate, participate, or take part in any strike (economic strike, unfair practice strike and sympathy strike) any department of the County, any curtailment or restriction of any work or production, or any interference with any operation of the County.

In the event of strike activities at the County, the County agrees during the term of this agreement that it will not lock out any UAPD represented employees.

**ARTICLE 26 WORK ENVIRONMENT**

The provisions in this Article are not subject to the Grievance Procedure as outlined in this agreement. However, allegations regarding workplace environment, bullying and retaliation are taken very seriously and will be handled through the appropriate Human Resources process.

**26.1 Workplace Environment**

The County is committed to providing a workplace where all persons employed by the County of Monterey, regardless of their classification or pay status, are treated in a manner that maintains generally accepted standards of human dignity and courtesy.

**26.2 Anti-Bullying and Retaliation**

The County is committed to providing a workplace free from bullying and retaliation. Accordingly, the County adheres to California Government Code Section 12950.1, as it may be amended from time to time.

**Non-Operative Language (provided for reference only)**

Retaliation against any employee who is a target of bullying behavior, as well as any employee who makes complaints about or participated in any investigation or administrative process related to a complaint of workplace bullying is prohibited. Bullying does not include appropriate management or supervision of employees

**ARTICLE 27 FULL UNDERSTANDING, MODIFICATION, WAIVER**

It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

Existing matters within the scope of representation which are not referenced in the Memorandum of Understanding and which are subject to the meet and confer process shall continue without change unless modified subject to the meet and confer process.

The County assures the Union that unless changes are warranted by operational necessity it does not intend, nor does it anticipate, during the term of this Memorandum of Understanding any change, modification or cancellation of wages, hours, and working conditions which are subject to meet and confer and which are presently in effect or contained in this Memorandum.

Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, although they may mutually agree otherwise, to negotiate with respect to any subject or matter covered herein or with respect to any other matter within the scope of negotiations, during the term of this Agreement.

Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the County's Board of Supervisors.

The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

The parties shall consult in good faith on any disagreement as to the meaning or interpretation of any term or provision of this Agreement.

For the County:

For UAPD:

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