

Attachment A

Summary of Revisions to Standard Employment Agreement (Health Department Physician)

Upon completion of review by outside counsel and County Counsel, the Health Department recommends the following revisions to the Employment Agreement (Health Department Physician) for Unit U employed physicians at the Health Department, as indicated below.

- 1) Throughout the document:
 - a. Remove all references or comparisons to X Unit employees
 - b. Remove all language relevant only to Natividad
 - c. When stating FTE or percentage of full-time employment, remove reference to # of days or hours, as Unit U employees are exempt. A physician's "Regular Assignment" (or work schedule) is detailed in their Exhibit "B" Scope of Service, based on specialty, and includes call shifts, etc.

- 2) Cover Sheet:
 - a. (F) Total Compensation: \$XXX,XXX for the term of this agreement (or for date range, if multi-year agreement). *Changed from "Annual Base Salary: \$XXX,XXX per year."*

- 3) Exhibit "A" Terms & Conditions:
 - a. **IV. Compensation**
 - i. Changed "Base Salary" to "Total Compensation" where indicated
 - ii. Benefits eligibility from 80% or 0.8 FTE changed to 75% or .75 FTE to align with Natividad template due to Natividad's 12 and 24 hour shifts at Natividad
 - iii. NEW ADDS:
 - C. Bilingual Skill Pay.** In addition to Salary, the Employee, upon meeting all conditions as indicated below, shall be paid a bilingual skill pay differential.
 1. An Employee in Unit U may be designated eligible for bilingual skill pay by the Health Department if they hold a position that requires the use of a second language on the average of at least thirty-three percent (33%) of the time.
 2. An Employee in Unit U, upon assignment by the Health Department and successfully passing a language proficiency test, shall be eligible for bilingual pay in the amount of \$1,000 per year, which will be paid out in the amount of \$38.46 per pay period, for the duration of the assignment.
 - b. **V. Employment Benefits and Benefit Programs**
 - i. NEW ADDS:
 - E. County Flexible Spending Account (FSA) Program.** Employee shall be entitled to participate in the County's FSA program, pursuant to the applicable rules and regulations of that plan and the rules and regulations of the Internal Revenue Service.
 - F. County Dependent Care (DepCare) Program.** Employee shall be entitled to participate in the County's DepCare program, pursuant to the applicable rules and regulations of that plan and the rules and regulations of the Internal Revenue Service.
 - H. Optional Benefits.** An Employee who works at least fifty percent time (0.5 FTE) shall be entitled to purchase optional benefits from the third party administrator with whom the County of Monterey is contracted, in the same manner as other County employees. Employee may purchase coverage for him/herself, his/her spouse and/or dependents at his/her own expense.
 - J. Continuing Medical Education Benefits.**
 1. **Physician's Education Leave.** Change "five (5) working days per fiscal year" to "40 hours per calendar year" and added language for crediting hours in January each year with pro-rated amount given for partial year contract or employees less than 1.0 FTE (same as is done with other non-accrual leaves such as Professional Leave for X and Y Unit employees).

2. **Professional Expense Stipend.** Change from reimbursement to stipend of flat \$5,000 per calendar year and subject to taxation, and added language for payout in January each year with pro-rated amount given for partial year contract or employees less than 1.0 FTE (same as is done with Professional Stipend for X and Y Unit employees).

M. Annual Leave, Annual Leave Cash Out, and Holidays

1. **Annual Leave.** Employee shall be entitled to accrue and use twenty-five (25) Annual Leave days in lieu of sick leave and vacation time, with maximum accrual at 400 hours. Annual Leave will be pro-rated for employees less than 1.0 FTE (same as is done with Annual Leave for X and Y Unit employees).

2. **Annual Leave Cash Out.** Added language referencing PPR language previously approved.

3. **Holidays.** REMOVED: Compensatory time off up to 8 hours for working a holiday.

4) Exhibit "C" Additional Duties: Language added to provide examples of additional duties.

5) NEW: Exhibit "D" Compensation:

a. Lists all salary compensable items with amounts

i. Salary

ii. Benefits Allowance

iii. CalPERS Retirement Allowance (3.5% to cap for Classic Members only)

iv. Additional Duties

b. Lists all non-salary/one-time compensable items with amounts

i. Employment (Sign-on) Bonus (if applicable) - \$20,000 maximum allowed

ii. Professional Expense Stipend

iii. Bilingual Skill Pay (only if applicable)

iv. Special Assignment Pay (as applicable)