

## **PPPR Updates for Units UX and UF**

### **VI. EMPLOYEE / BARGAINING UNITS**

#### Unit A

General Safety representation unit as designated by the Board and the Administrative Officer.

#### Unit AOS

Operations General Safety representation unit as designated by the Board and the Administrative Officer.

#### Unit B

Safety Supervisory representation unit as designated by the Board and the Administrative Officer.

#### Unit B-OSS

Operations Safety Supervisory representation unit as designated by the Board and the Administrative Officer.

#### Unit C

Safety Management representation unit as designated by the Board and the Administrative Officer.

#### Unit D

Public Defender's representation unit as designated by the Board and the Administrative Officer.

#### Unit E

Prosecutor's representation unit as designated by the Board and the Administrative Officer.

#### Unit F

General Supervisory representation unit as designated by the Board and the Administrative Officer.

#### Unit G

County Counsel's representation unit as designated by the Board and the Administrative Officer.

#### Unit H

Health Care Employees representation unit as designated by the Board and the Administrative Officer.

#### Unit J

General Employees representation unit as designated by the Board and the Administrative Officer.

Unit K

Social Services Employees representation unit as designated by the Board and the Administrative Officer.

Unit L

Probation Managers representation unit as designated by the Board and the Administrative Officer.

Unit M

Probation / Juvenile Institution Officers representation unit as designated by the Board and the Administrative Officer.

Unit N

Probation / Juvenile Institution Supervisors representation unit as designated by the Board and the Administrative Officer.

Unit O

Members of the Board of Supervisors.

Unit P

Unrepresented Board of Supervisors Executive Assistants as designated by the Board and the Administrative Officer.

Unit Q

Park Rangers representation unit as designated by the Board and the Administrative Officer.

Unit R

Resident Physicians representation unit as designated by the Board and the Administrative Officer.

Unit S

Registered Nurses representation unit as designated by the Board and the Administrative Officer.

Unit SPD

Staff Nurse II Per Diem and Nurse Practitioner III – Per Diem representation unit as designated by the Board and the Administrative Officer .

Unit T

Temporary or Grant Employee representation unit as designated by the Board and Administrative Officer.

Unit U

Contract Physicians representation unit as designated by the Board and the Administrative Officer.

Unit UF

Unrepresented OB Fellows unit as designated by the Board and the Administrative Officer.

Unit UX

Unrepresented Medical Service Line Director unit as designated by the Board and the Administrative Officer.

Unit V

Park Rangers Supervisory representation unit as designated by the Board and the Administrative Officer.

Unit X

Management representation unit as designated by the Board and the Administrative Officer.

Unit XL

Management representation unit – limited term as designated by the Board and the Administrative Officer and Loan Assigned Employees.

Unit Y

Executive Management representation unit as designated by the Board and the Administrative Officer.

Unit Z

Unrepresented Confidential unit as designated by the Board and the Administrative Officer.

## **A.9 SPECIAL PAY PRACTICES**

### **A.9.1 Standby**

A Department Head may place employees in their department on standby duty as required for operational necessity. Standby duty refers to a situation where a permanent or per diem off duty employee holds himself/herself available for immediate response as directed by management.

A.9.1.A Sexual Assault Forensic Examiner – Assignment Standby Pay  
Permanent or Per Diem employees who are assigned to the role of Sexual Assault Forensic Examiner by the Department Head and are placed on standby duty in accordance with the rules and procedures established by the County for such duty shall be paid at the rate of \$10 per hour while on standby duty. Sexual Assault Forensic Examiners are expected to report to the work site in accordance with their department policy or as determined by the Department Head.

*Renumbered from A.9.1. 9/14/10; 10-257*

*Amended 3/26/13; 13-102*

*Amended 8/28/18; 18-270*

#### A.9.1.2

In addition to the above, an Appointing Authority at Natividad may place per-diem off duty employees on standby duty. An employee who is required to hold him/herself available for immediate response to the Hospital (i.e. within 30 minutes) in the below-listed classes shall be compensated for standby pay at the rate of eighteen dollars (\$18) per hour. Nuclear Medicine

Technologist – Per Diem

Radiologic Technologist – Per Diem

Interventional Radiologic Technologist- Per Diem

Sonographer – Per Diem

Cardiac Sonographer – Per Diem

Standby duty and compensation shall cease when the employee actually reports for duty. A minimum of one (1) hour of “on duty” pay shall be paid when a per-diem employee in one of the above-listed classifications on standby status is called and reports for duty. No employee shall be paid for standby duty time and other compensable duty time simultaneously.

### **A.11 MANAGEMENT PHYSICAL EXAMS**

#### A.11.1 Physical Exams Encouraged

All employees in the Executive Management and Management representation units are strongly encouraged to take an annual physical examination.

#### A.11.2 Confidentiality

The results of a physical examination shall be confidential between employee and their physician.

#### A.11.3 Management Unit Physicals

All employees in Units ZX, Y and C shall be eligible for a complete physical examination at Natividad Medical Center by a Physician once per fiscal year.

#### A.11.4 Physical Exam Procedures

The County Administrative Officer is directed to establish the procedures necessary to implement this section.

#### A.11.5 Executive Management & Management Retiree Physicals

Management employees (Units X, ZX and Y) retiring after January 1, 1989, shall be eligible for a complete physical examination at Natividad Medical Center by a physician once per fiscal year.

### **A.20 LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D)**

#### A.20.1 General Provisions

The County shall provide insurance coverage for eligible County employees pursuant to the following schedule:

<b>Coverage</b>		<b>Employee Units</b>
BASIC LIFE	AD&D	
\$20,000	\$20,000	F, H, J, K, P, Q, R, S, U, UF, UX, V and Z
\$35,000	\$35,000	A, B, AOS, B-OSS, M and N
\$50,000	\$50,000	C, D, E, G, L, O, X, XL, Y and ZX

An eligible employee is appointed to a permanent, seasonal, or at-will position and works at least twenty (20) hours per week, and has met all other eligibility requirements contained in the current contract between the County of Monterey and its current life insurance carrier. Life insurance amounts will be reduced by fifty percent (50%) of the above listed coverage at age seventy (70), and AD&D coverage will terminate at age seventy (70).

Notwithstanding the above provisions, an employee who meets all other requirements, shall be eligible for life insurance on the first day of the month on/or following the date of employment.

### **A.12 SPECIAL BENEFITS - PHYSICIANS**

#### A.12.1 Physician Classes Designated

The following are designated as physician classes:

Assistant Director, Family Practice Residency Program

Behavioral Health Medical Director

Chief of Preventive Medicine

Chief Pathologist

Chief Psychiatrist  
 Clinic Services Medical Director  
 Contract Physician  
 Contract Physician-Specialty Services  
 Director, Family Practice Residency Program  
 Director of Maternal and Child Health  
 Family Practitioner  
 General Internist  
 General Surgeon  
 Mental Health Medical Director  
 OB/GYN Surgeon  
 Occupational Physician  
 Pediatrician  
 Clinic Physician I  
 Clinic Physician II  
 Psychiatrist  
 Service Director/Medical Director-Contract Physician  
 Service Director/Medical Director-Contract Physician Specialty Services

**A.12.7 Extra Shift Pay for Unit U and UX Physicians**

In order to meet coverage and patient care needs, Natividad and the Health Department require a mechanism to compensate Unit U and UX physicians for shifts worked in excess of the employee's Regular Assignment required by the employment contract. Unit U and UX physicians are exempt employees and do not qualify for overtime. Only physician employees at Natividad or the Health Department who have met the minimum number of shifts in his or her employment contract shall be eligible for Extra Shift Pay as indicated below based on the worksite they perform the extra shift.

**Natividad Worksites Extra Shift Pay**

Unit U and UX Physician employees who are assigned to work Extra Shifts at Natividad, as approved by the Hospital Service Director and Hospital Chief Medical Officer, shall be paid the following:

**Extra On-site (or Restricted) Shift**, where a physician is required to be physically present with an immediate response time according to Medical Staff Bylaws, shall be paid as follow for the duration of the on-site shift:

**Natividad and Health Department**

Hospitalist	\$165 per hour
Hospitalist (with ICU)	\$175 per hour

**Natividad Only**

Family Medicine	\$150 per hour
Neurology	\$166 per hour
Obstetrics and Gynecology	\$196 per hour
Pediatric Hospitalist	\$126 per hour
Physiatry	\$164 per hour
Pulmonology Critical Care	\$215 per hour
Trauma Surgery	\$215 per hour

### **Health Department Worksites Extra Shift Pay**

Unit U and UX Physician employees who are assigned to work Extra Shifts at the Health Department Clinics, as approved by the Health Director or their designee, shall be paid the following:

Health Department Clinics	\$131 per hour
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### **Extra Off-Site Call - Natividad**

**Extra Off-site (or Unrestricted) Call**, where the physician takes call away from the hospital with a response time according to Medical Staff Bylaws, shall be paid for the duration of the off-site call shift:

#### **Natividad Only**

Family Medicine	\$18 per hour
General Surgery	\$50 per hour
Neurosurgery	\$51 per hour
Urology	\$36 per hour
Vascular Surgery	\$37 per hour

**Backup Call**, is necessary for services that require immediate response for patient care. If the primary physician on-call is not available, the physician assigned to backup call is called back to the worksite.

#### **Natividad Only**

Neurosurgery	\$500 per 24-hour shift
Obstetrics and Gynecology	\$500 per 24-hour shift
Trauma Surgery	\$500 per 24-hour shift

**Call-back**, refers to a situation when the physician who is assigned to backup call is required to return to the hospital for patient care needs. Physicians returning to the hospital during backup

call shall be paid a minimum of two (2) hours as follows. Hours worked in excess of the minimum shall be paid hour by hour.

**Natividad Only**

Neurosurgery	\$379 per hour
Obstetrics and Gynecology	\$196 per hour
Trauma Surgery	\$215 per hour

**Enhanced Care Management (ECM) Stipend**, physicians who provide care to eligible members of ECM will receive additional pay as indicated below:

**Natividad Only**

1-20 patient encounters	\$500 per month
More than 20 patient encounters	\$1,000 per month

**On-Call Clinic Services**, Unit X, U and UX physicians may be placed On-Call as required by operational necessity by the Clinic Services Medical Director or designee (for the Health Department), or the Natividad CEO or designee (for Natividad). Natividad On-Call shall be approved as necessary above and beyond the agreed upon schedule in the employee’s individual employment agreement.

On-Call duty refers to a situation where a physician hold him or herself available to answer telephone calls and do the necessary clinical follow up to manage the needs of the patient. Should the physician on call not respond, the physician will not be paid On-Call Pay for that day and may be subject to sanction.

Physicians placed on call shall be paid the following:

Weekday	\$215
5:00 p.m. to 8:00 a.m. Monday, Tuesday, Wednesday or Thursday night	

Weekend day	\$355
5:00 p.m. Friday – midnight Saturday or 12:01 a.m. Sunday – 8:00 a.m. Monday	

Holiday	\$355
8:00 a.m. – 8:00 a.m.	

12.10 Bilingual and Multi-lingual Pay

12.10.1 Unit UX Physicians shall be eligible for Bilingual and Multi-lingual Pay in accordance with the provisions negotiated by Unit U.

12.10.2 Unit UF Fellows shall be eligible for Bilingual and Multi-lingual Pay in accordance with the provisions negotiated by Unit U.

#### 12.11 Physician Professional Expense Stipend

Unit UX Physicians shall be eligible for a Professional Expense Stipend in accordance with the provisions negotiated by Unit U to include eligibility criteria and stipend disbursement process.

#### 12.12 Voluntary Long Term Disability Plan

Unit UX employees shall be eligible to enroll in the County's Voluntary Long Term Disability Plan at their own expense.

### **A.21 HEALTH, DENTAL AND VISION INSURANCE**

#### A.21.1 Provision of Health, Dental and Vision Insurance

The County shall offer health, dental, and vision insurance plans for enrolled eligible County employees and officers in unrepresented units (e.g., O, P, UF, UX, X, XL, Y, Z and ZX).

An enrolled eligible employee shall be defined as an employee appointed to a permanent Limited Term, seasonal, elected, or at-will position and who works a minimum of twenty (20) hours per week or forty (40) hours per biweekly pay period or is on approved leave of absence in conjunction with the Masters of Social Work Title IV-E Stipend Program.

#### A.21.2 Insurance Enrollment

Upon notification by the Human Resources Department of coverage effective dates and premium rates, the Auditor-Controller is authorized to deduct, upon receipt of necessary enrollment forms, the necessary premiums for eligible employees' coverage under the applicable insurance plans.

#### A.21.3 Health Insurance Stipend (Deleted)

#### A.21.3 Retiree Dental & Vision Benefits

##### A. Retiree Dental Coverage and Contribution Formula:

Employees in Units O, P, UX, XL, Y, Z and ZX who qualify for and contemporaneously retire from active service (draw a monthly annuity from CalPERS) from the County, shall be provided an option of purchasing dental insurance for themselves and eligible dependents in accordance with the Administrative Procedures established by the Human Resources Department. The full premium shall be paid by the retiree. The rates shall be a fixed percentage above the active employee rate as follows: Retiree Only premium shall be 33% above the Employee Only rate. Retiree + 1 rate shall be 31% above the Employee + 1 rate, and the Retiree Family rate shall be 30% above the Employee Family Rate.

## B. Retiree Vision Coverage and Contribution Formula:

Employees in Units O, P, UX, XL, Y, Z and ZX who qualify for and contemporaneously retire from active service (draw a monthly annuity from CalPERS) from the County, shall be provided an option of purchasing vision insurance for themselves and eligible dependents in accordance with the Administrative Procedures established by the Human Resources Department. The full premium shall be paid by the retiree. The rates shall be a fixed percentage above the active employee rate as follows: Retiree Only premium shall be 39% above the Employee Only rate. Retiree + 1 rate shall be 38% above the Employee + 1 rate, and the Retiree Family rate shall be 38% above the Employee Family Rate.

### A.21.4 CalPERS Medical Insurance Plans:

The County will offer 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 medical insurance plans.

County retirees, dependent upon group coverage conditions, may be eligible for CalPERS medical coverage. If a County retiree meets all eligibility requirements and requests medical insurance coverage, the County's contribution will be provided as directed by CalPERS.

#### A.21.4.1 Cafeteria Flexible Benefits Plan – Unrepresented units (O, P, UF, UX, XL, Y, Z and ZX)

##### A. General Provisions

The County will make available a Cafeteria Flexible Benefits Plan to all permanent, Limited Term, seasonal, at-will and elected employees. Employees may elect from the following optional benefits:

- Medical coverage under CalPERS.
- No medical coverage
- Dental coverage under the County's self-funded plan or a successor plan for themselves and all eligible dependents.
- No dental coverage
- Vision coverage under the County's self-funded plan or a successor plan for themselves and all eligible dependents.
- No vision coverage
- Any other eligible optional benefits which may be made available by the County through the Cafeteria Flexible Benefits Plan.

##### 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-tax or post-tax payroll deduction the full cost (100%) which exceeds the County's contributions for that employee.

#### Cafeteria Flexible Benefits Plan Administration

The provisions, rules and regulations governing the administration of the Cafeteria Flexible Benefits Plan are contained in the Cafeteria Flexible Benefits Plan document. Changes may be required from time to time to maintain the integrity of this Cafeteria flexible benefits plan as a lawful IRC Section 125 plan. 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. Removal of a benefit shall occur only if the benefit is deemed contrary to public law or regulation governing IRC Section 125 benefit plans, is no longer available by vendor, or becomes insolvent.

#### B. County CalPERS Required Contributions

The County CalPERS required contributions (PEMHCA Minimum) toward the Cafeteria Flexible Benefits Plan will be as indicated below.

The County shall not contribute any CalPERS required contribution toward the employee's purchase of any other optional benefits which may be provided by the County through the Cafeteria Flexible Benefits Plan.

Employees shall not have the option of using the CalPERS required contributions for any other purpose other than for purchasing employee health insurance. CalPERS required contributions not used to purchase employee health will be forfeited.

#### Health Insurance Contribution

The County's CalPERS required contribution (PEMHCA Minimum) to the Cafeteria Flexible Benefits Plan for health insurance coverage will be provided as directed by CalPERS.

#### Dental Insurance Contribution

The County's maximum contribution to the Cafeteria Flexible Benefits Plan for dental coverage will be equal to the cost of the employee only monthly premium for all eligible permanent, Limited Term, seasonal, elected and at-will employees. Should the dental

(employee only premium) contribution/premium increase, the County may pay the increase. Should the County's contribution/ premium for dental (employee only premium) decrease, the County shall retain the savings from the decrease.

#### Vision Insurance Contribution

The County's maximum contribution to the Cafeteria Flexible Benefits Plan for vision coverage will be equal to the cost of the employee only monthly premium for all eligible permanent, Limited Term, seasonal, elected and at-will employees. Should the vision (employee only premium) premium increase, the County may pay the increase. Should the premium for vision (employee only premium) decrease, the County shall retain the savings from the decrease.

#### C. County Maximum Contributions

1. Units O, XL, Y, and ZX shall receive the same County maximum monthly contributions in accordance with those negotiated by the County Employee Management Association (CEMA) Unit X.
2. Unit UX shall receive the same County maximum monthly contributions and health insurance provisions in accordance with those negotiated by the Union of American Physicians and Dentists (UAPD) Unit U.
3. Unit UF shall receive the same County maximum monthly contributions and health insurance provisions in accordance with those negotiated by the Service Employee International Union (SEIU) Unit H.
4. Unit P and Z shall receive the same County maximum monthly contributions and health insurance provisions in accordance with those negotiated by the Service Employee International Union (SEIU) Unit J or Unit F for supervisory positions.

Any future increases in health insurance premiums that exceed the County's contribution shall be paid by the employee through salary deduction.

Any balance of the County's contribution remaining after the employee selects health insurance may be utilized, at the employee's discretion, toward the purchase of dependent dental and/or dependent vision insurance. The use of any County contributions toward the purchase of the benefits stated above is subject to the employee first selecting employee health insurance coverage under CalPERS.

#### Elective Contribution Payout

1. Units O, XL, Y, and ZX shall follow the same elective contribution payout provisions in accordance with those negotiated by the County Employee Management Association (CEMA) Unit X.
2. Unit UX shall follow the same elective contribution payout provisions in accordance with those negotiated by the Union of American Physicians and Dentists (UAPD) Unit U.
3. Unit UF shall follow the same elective contribution payout provisions in accordance with those negotiated by the Service Employee International Union (SEIU) Unit H.
4. Unit P and Z shall follow the same elective contribution payout provisions in accordance with those negotiated by the Service Employee International Union (SEIU) Unit J or Unit F for supervisory positions.

A.21.4.2 Alternative Benefit Option – Units O, X, XL and Y  
(Deleted)

A21.4.2 County Maximum Contribution for Represented Employees

In the absence of a current Memorandum of Understanding, the County's maximum contributions for medical, dental and/or vision coverages will be equal to the applicable designated County contributions provided for employees in the most recently expired Memorandum of Understanding.

A.27.9 Sick Leave for Temporary Employees on Transfer/appointment to a Permanent Position

A temporary employee who is transferred/appointed to a permanent position with no break in service shall carry over and may use sick leave accrued under Labor Code Sections 245-249. Upon change in status from temporary to permanent status the employee shall accrue leave in accordance with the applicable MOU or PPPR provisions. Permanent employees shall not be eligible to accrue additional sick leave under Labor Sections 245-249.

A.27.10 Sick Leave for Permanent Employees on Transfer/Appointment to a Temporary Position

A permanent employee who is transferred/appointed to a temporary position with no break in service shall accrue sick leave in accordance with Labor Code Sections 245-249.

A.27.13 Natividad Only- Accruals Upon Change in Employment Status

Employees transitioning from permanent to a temporary or per diem classification may do so without a break in service. Earned leave accruals, such as Paid Time Off (PTO), Annual Leave or Vacation shall be cashed out to the employee at the lower (permanent) pay rate. The cash out would occur the payroll period following the effective date of the status change.

This provision does not impact the calculation of service time for purposes of longevity eligibility. Employee eligibility for longevity shall be determined in accordance with applicable Memoranda of Understanding or County policies.

## **A.28 STATE DISABILITY INCOME PROTECTION PLAN**

### **A.28.1 Miscellaneous Employees' State Disability Income Protection Plan**

Employees in Units P and Z shall participate in the State Disability Income (SDI) Protection Plan and pay for said plan through payroll deduction. Unit UF employees shall participate in the State Disability Income (SDI) Protection Plan as negotiated by Service Employee International Union (SEIU) Unit H.

## **A.29 PAID TIME OFF**

### **A.29.1 Paid Time Off Defined**

Paid Time Off (PTO) is defined as a combination of vacation, holidays and a portion of the employee's sick leave. PTO is established to allow the employee greater flexibility and control in the use of his/her leave package.

### **A.29.2 Usage**

#### **a) Prescheduled Usage**

Paid time off may be used upon prior request to and approval of management. Except where unforeseen circumstances prevent it, requests to use paid time off must be received no less than fourteen (14) days prior to the first day of requested paid time off usage.

#### **b) Other Usage**

For each authorized absence due to personal illness, or any other reason for which sick leave was formerly used, an amount equal to one full shift of eight (8) hours or more shall be charged to the PTO accrual or in cases where the PTO accrual is exhausted to Leave of Absence Without Pay. Absences due to personal illness and family illness beyond the amount equal to one (1) full shift of eight (8) hours or more and the following exceptions shall be charged to the sick leave accrual bank.

Exceptions to the above subsection b) are:

- 1) Prescheduled physician and dentist appointments shall be charged to sick leave. Requests to use sick leave for scheduled physician and dentist appointments must be received forty-eight (48) hours prior to the appointment. Failure to meet this forty-eight (48) hour deadline shall result in charging the leave time to the PTO accrual bank.
- 2) Bereavement leave shall be charged to sick leave.
- 3) Absences due to personal illness and family illness beyond the amount equal to one full shift of eight (8) hours or more shall be charged to sick leave.

### **A.29.3 Paid Time Off and Annual Leave for Physicians**

1. Employees in Unit UX shall be eligible for the Paid Time Off (to include automatic draw down provisions), Annual Leave, Continuing Education leave and Floating Holiday provisions in accordance with the the Union of American Physicians and Dentists (UAPD) Unit U provisions.

2. Employees in Unit UF shall be eligible for twenty- eight (28) days of Paid Time Off per calendar year and will be accrued on a pay period basis.