

MEMORANDUM OF UNDERSTANDING

between

COUNTY OF SANTA CLARA

and

UNION OF AMERICAN PHYSICIANS AND DENTISTS

July 17, 2006 - August 23, 2009

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PREAMBLE

The County of Santa Clara (hereinafter referred to as County) and the Union of American Physicians and Dentists (hereinafter referred to as Union) have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of employees in the professional physicians representation unit, have exchanged freely information, opinions and proposals in an endeavor to reach agreement in all matters relating to the employment conditions and employer-employee relations of such employees.

ARTICLE 1 - RECOGNITION

The County recognizes the Union as exclusive bargaining representative for the following unclassified coded classifications:

- P08 Public Health Physician III
- P57 Psychiatrist I
- P56 Psychiatrist II
- P55 Psychiatrist III
- P51 Psychiatrist I - MH
- P50 Psychiatrist II- MH
- P49 Psychiatrist III - MH
- P28 Senior Staff Physician II
- P46 Assistant Medical Examiner/Coroner

For the purpose of this Memorandum, an employee shall be defined as a person employed in a coded unclassified position in the bargaining unit represented by this Memorandum.

ARTICLE 2 - NO DISCRIMINATION

Section 2.1 - Employment

Neither the County nor the Union shall discriminate (except as allowed by law) against employees because of race, age, sex, color, handicap, creed, national origin, religion, Union activity, affiliations, political opinions, or sexual orientation and all other areas as prohibited by applicable State and Federal laws.

Section 2.2 - Union Affiliation

Neither, the County, nor the Union, shall interfere with, intimidate, restrain, coerce or discriminate against any employee in his/her free choice to participate or join or refuse to participate or join the Union.

Section 2.3 - Affirmative Action

The County and the Union agree to cooperate to achieve equitable representation of women and minorities at all occupational levels designated by Federal, State and County Affirmative Action goals and timetables, as adopted by the Board of Supervisors.

ARTICLE 3 - UNION SECURITY

Section 3.1 - Relationship Affirmation

The Union recognizes its obligation to cooperate with the County to assure maximum service of the highest quality and efficiency to the citizens of Santa Clara County, consonant with its obligations to the employees it represents. County and Union affirm the principle that harmonious labor-management relations are to be promoted and furthered.

Section 3.2 - Dues Deductions

a) Condition of Employment

As a condition of employment, all employees identified in Section I shall execute an authorization for the payroll deduction of one of the following: (1) Union dues (signifying membership in the Union); (2) an agency fee (signifying non-membership in the Union) not to exceed Union dues; or (3) a charity fee selected by an employee who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organization as a condition of employment.

All new unit members covered in Section I shall execute a payroll deduction authorization signifying membership, agency fee payer or charitable donation within fifteen (15) calendar days after entry into a classification in this bargaining unit.

b) Fair Representation

It is recognized that the Union, as the exclusive representative of all unit membership or non-membership or their assertion of rights under this Agreement or law.

c) Charity Fee Deduction

To qualify for deduction of the charity fee, the unit member must certify to the union and the County that these hold conscientious objections to joining or financially supporting a public employee organization. Such unit member will be required to submit to the

Union and the County a letter certifying his/her position. The unit member's payroll deduction shall not be forwarded to the charity until the Union has approved of the exemption. The Union will receive from the County quarterly proof of payment of an amount equal to the agency fee to the specified charity.

d) Involuntary Deduction

If any unit member fails to authorize one of the above deductions on a timely basis the Union may request the County to involuntarily deduct the agency fee from the unit member's paychecks. Prior to making such request, the Union shall notify the unit member of the request. The appropriate deduction shall begin the pay period following the County's receipt of a copy of the Union's written notice to the unit member.

e) Forfeiture of Deduction

If, after all other involuntary and any insurance premium deduction are made in any pay period, the balance is not sufficient to pay the deduction of Union dues, agency fee, or charity fee required by this Section, no such deduction shall be made for the current pay period.

f) Financial Documentation

The Union shall within sixty (60) days after the end of each fiscal year provide the County with detailed financial documentation, which shall meet the requirements of Government Code Section 3502.5.

g) Reinstatement

Upon the reinstatement of a unit member, or upon the recall of a unit member from the layoff status, the County will resume payroll deduction of dues, agency fee, or charity fee, or will initiate payroll deduction for such person in accordance with this Section.

h) Petition and Election

If a petition is filed with the County which requests an election rescinding agency shop and such petition contains the signatures of at least thirty percent (30%) of the employees in the unit an election will be held. Such election may only be held once during the term of the Memorandum of Understanding. The verification of the petition and the election shall be conducted by State Mediation and Conciliation Services. Voting shall be by secret ballot and the majority vote of all eligible employees voting shall control.

i) No Fault

The Union agrees to indemnify, defend, and hold the County harmless from any and all claims, demands, suits, or any other action arising from the provision of this Agreement or from complying with any demand hereunder.

j) Deduction Not Covered by Agency Shop

The County shall deduct, once each regular pay period, the amount of the Union's regular and periodic dues as may be specified by the Union under the authority of an applicable authorization form signed and dated by the employee. Upon withdrawal of the authorization, deduction made pursuant to this Agreement shall cease according to County procedure.

k) Dues Deduction Procedures

Dues deduction(s), together with a written statement of the names and amounts deducted, shall be forwarded promptly to the Union's designated officer according to County procedures.

Section 3.3 - Other Deductions

The County shall deduct other deductions for insurance programs from pay checks of employees under reasonable procedures prescribed by the County for such deductions.

Section 3.4 - Communication with Employees

The Union shall be allowed by a County Department in which it represents employees:

a) Bulletin Board Space

Use of available bulletin board space for communications having to do with official organizational business, such as time and places of meetings, provided such use does not interfere with the needs of the Department.

b) Distribution of Materials

The Union may distribute materials to employees within the unit it represents through normal County channels if approved by the County Executive. This privilege may be revoked in the event of abuse.

c) Visits by Union Representatives

Any representative of the Union shall give notice to the department head or his/her designated representative when entering departmental facilities. The representative shall be allowed reasonable contact with employees on County facilities provided such contact does not interfere with the employee's work. Solicitation for membership or other internal employee organization business shall not be conducted during work time. Pre-arrangement for routine contact may be made on an annual basis. For this purpose, rest periods are not work time.

d) Facilities

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

e) Names and Addresses of Covered Employees

The County shall supply the Union with a monthly data processing run of names and addresses and classifications of work of all employees within the representation unit. Such list shall be supplied without cost to Union except that addresses shall not be supplied of those employees who request the County in writing to not provide such information. A copy of such request shall be forwarded to the Union.

f) Notification of Union Coverage

When a person is hired in any classification covered by this bargaining unit, County shall present that person with a copy of the present Memorandum of Understanding.

Section 3.5 - Printing of Memorandum

Each party shall be responsible for printing its own copies of this Memorandum and each party shall be responsible for paying its own cost of printing. The County agrees to provide a copy of the Memorandum to each new employee.

ARTICLE 4 - OFFICIAL REPRESENTATIVES

Section 4.1 - Attendance at Meetings

County employees who are official representatives of the Union shall be given reasonable time off with pay to meet and confer or consult with management representatives or to be present at public hearings where matters within the scope of representation are being considered. The use of official time for this privilege shall be reasonable and shall not interfere with the performance of the County's services as determined by the County. Such employee representatives shall submit request for release time to the Office of Labor Relations at least two (2) working days prior to the scheduled meeting. Except by written agreement with the Office of Labor Relations, the number of employees excused for such purposes shall not exceed three(3) at any one time. If an employee's request for excused absence is not approved, such disapproval shall be subject to appeal to the County Executive whose decision shall be final.

Section 4.2 - Handling of Grievances

The Union shall designate up to six (6) employee representatives to assist in resolving grievances within departments or geographical work areas. The Union shall notify Agency/Department Heads and the Office of Labor Relations in writing of the individuals so designated. Alternates may be designated to perform employee representative functions during the absence or unavailability of the representative. Employee representatives may be released from their assigned work duties by their supervisors for short periods of time to investigate and process grievances initiated by other employees within the same work area or representation unit. Request for release time shall not be denied unreasonably. Employee representatives shall promptly report to the Union any grievances which may arise and cannot be adjusted on the job.

Section 4.3 - Employee Contact with Official Representatives

- a) If an employee has a grievance and wishes to discuss it on County time with a designated official representative, she/he shall be allowed the opportunity within a minimal amount of time to verify if his/her designated representative is present and available to be seen. If the representative is present and available, the employee shall sign out on the unit sign-out log, indicating the representative's name and work location. Upon return, the employee shall note the time returned in the log.

- b) The parties agree that in handling grievances, the employee and the representative will use only the amount of time necessary to handle the grievance

ARTICLE 5 - PERSONNEL ACTIONS

Section 5.1 - Disciplinary Action

The decision of the Agency/Department Head shall be final. Notice of disciplinary action must be served on the employee in person or by certified mail prior to the disciplinary action becoming effective. Notice shall be included in employee's personnel file and upon request of the employee, a copy shall be sent to the Union and shall include:

- a) Statement of the nature of the disciplinary action.
- b) Effective date of the action.
- c) Statement of the cause thereof.
- d) Statement in ordinary and concise language of the act or omissions upon which the causes are based.
- e) Statement advising the employee of the right to appeal from such action and the right to Union representation.

Unclassified employees may appeal disciplinary action to the Agency/Department Head on the grounds that such discipline was not for cause.

Such employee shall be given either five (5) days' notice of discharge or demotion, or five (5) days' pay, except where the appointing authority (whose decision shall be final) determines that circumstances require immediate action.

At the discretion of the appropriate program Medical Director (Mental Health Medical Director; Chair, VMC Department of Psychiatry; Chief Medical Examiner-Coroner; or Chief, Health Protection Services) a Peer Review Committee may be appointed by the program Medical Director and be called to review and report on the clinical issues which caused consideration of a disciplinary action.

Section 5.2 - Personnel Files

The County shall maintain a personnel file for each employee. The Department may also maintain a personnel file for each employee. Employees shall have the right to review their personnel file or authorize review by their Union representative. No material will be inserted into the employee's personnel file without prior notice to the employee. Employees may cause to be placed in their personnel files responses to adverse material inserted therein and a reasonable amount of correspondence originating from other sources directly related to their job performance. Upon the request of the employee, the County and the department shall provide a copy of all material in the employee's personnel files.

Section 5.3 - Counseling and Unfavorable Reports

a) Counseling

In the event that an employee's performance or conduct is unsatisfactory or needs improvement, informal counseling shall be provided by the employee's first level supervisor. Documentation of such counseling shall be given to the employee as it is developed. Such documentation shall not be placed in an employee's personnel file and when the situation allows counseling, counseling shall be used prior to any unfavorable reports being issued.

b) Unfavorable Reports on Performance or Conduct

If upon such counseling an employee's performance or conduct does not improve and disciplinary action could result, a written report shall be prepared by the supervisor including specific suggestions for corrective action, if appropriate. A copy shall be given to the employee and a copy filed in his/her personnel file. Employees shall have the right to grieve the factual content of such reports or attach a written response to the report for inclusion in their personnel file.

Section 5.4 - Release from Service

Any employee in this unit may be released from service when the position is no longer necessary, or for reasons of economy, or lack of

work, or lack of funds, or for such other reasons as the Board of Supervisors or the Appointing Authority deems sufficient for abolishing the position(s).

Employees subject to the provisions of this Section shall be given at least twenty (20) working days written notice prior to the effective date of release from service.

Section 5.5 - Transfer Opportunities

The County shall continue the transfer information system and procedure which shall enable each represented employee to submit a transfer request form which will be used to notify the employee of future vacancies in specific locations and/or shifts and/or client populations.

ARTICLE 6 - PAY PRACTICES

Section 6.1 - Hours of Work

Employees in this bargaining unit are professional employees and as such are paid a pre-determined salary each biweekly period irrespective of the number of hours worked in a workweek.

Hours of work are defined as those hours of the day or days of the week for which the employees are required to fulfill the responsibilities of their professional positions.

Section 6.2 - Salaries

Effective pay period 06/25, November 20, 2006, there shall be a general wage increase of approximately three (3%) percent for all classifications within the bargaining unit.

Effective pay period 08/03, January 14, 2008, there shall be a general wage increase of five (5%) percent for all classifications within the bargaining unit.

Effective, August 29, 2008, employees shall receive a 2.5% lump sum payment based on the rate of pay in effect on July 14, 2008 for all employees who are on paid status as of August 1, 2008.

The payment will be prorated on the basis of code status. The proration shall be adjusted for Part-time employees who consistently work over code. The specific percentage to be paid shall not exceed two and one half 2.5% and shall be determined by the average hours of work during the period of July 2007 through June 2008.

Section 6.3 Basic Pay Plan

The Basic Pay Plan consists of the salary ranges and the assignment of classes to such ranges as listed in the Appendix. Each employee shall be paid within the range for his/her class according to the following provisions:

a) Step One

The first step in each range is the minimum rate and shall normally be the hiring rate for the class. In cases where it is difficult to secure qualified personnel or a person of unusual qualifications is engaged, the County Executive, may approve appointment at the second or third or fourth or fifth step. If an-employee is hired under the difficult-to-secure-qualified-personnel clause, the County will move those employees within that same class to the same salary step as that being received by the new employees.

b) Step Two

The second step shall be paid after the accumulation of six (6) months of competent service at the first step.

c) Step Three

The third step shall be paid after the accumulation of twelve (12) months of competent service at the second step.

d) Step Four

The fourth step shall be paid after the accumulation of twelve (12) months of competent service at the third step.

e) Step Five

The fifth step shall be paid after the accumulation of twelve (12) months of competent service at the fourth step.

f) Time for Salary Adjustments

Salary adjustments shall be made on the first day of the pay period in which the required accumulation of months of competent service occurs.

Section 6.4 - Effect of Promotion, Demotion or Transfer on Salaries

a) Promotion

Upon promotion, an employee's salary shall be adjusted as follows:

1. For a promotion of less than ten percent (10%), the salary shall be adjusted to the step in the new range which provides for a corresponding percentage increase salary.

For a promotion of ten percent (10%) or more, the salary shall be adjusted to the step in the new range which provides for ten percent (10%) increase in salary, or to the first step in the new range, whichever is greater.

b) Demotion

Notwithstanding the provisions of Section 6.2, upon demotion of an employee, his/her salary shall be adjusted to the highest step in the new class not exceeding the salary received in the former class.

c) Transfer

Upon transfer, the salary shall remain unchanged.

d) No Loss of Time-In-Step

Notwithstanding the provisions of Section 6.2, no salary adjustment upon promotion, demotion, or transfer shall effect a loss of time acquired in the former salary step, and such time as was acquired in the former salary step shall be included in computing the accumulation of the required months of service for eligibility of the employee for further salary increases.

e) Voluntary Demotion

In the event of a voluntary demotion required by a work-connected illness or injury and a resulting disability, the salary of the employee shall be placed at the step in the salary range which corresponds most closely to the salary received by the employee as of the time of illness or injury. In the event that such voluntary demotion would result in a salary loss of more than ten percent (10%), the employee's new salary shall be set at the rate closest to, but not less than ten percent (10%) below his/her salary as of the time of injury.

Section 6.5 - Part-Time Salaries

a) Salary Ranges

The salary ranges provided are for full-time service in full-time positions, and are expressed in dollars per the number of working days in a biweekly pay period. If any position is established on any other

time basis, the compensation for such position shall be adjusted proportionately.

b) Benefits

Employees filling part-time positions of half-time or more who elect to be covered by the County's insurance package (health/dental/life) shall authorize a payroll deduction for the appropriate prorated cost.

Section 6.6 - Meal Periods

Employees shall be granted a meal period not less than thirty (30) minutes nor more than one (1) hour, scheduled at approximately the mid-point of the workday. Employees required to be at work stations for eight (8) or more consecutive work hours shall have their meal during work hours.

Section 6.7 - Rest Periods

All employees shall be granted and take a rest period of fifteen (15) minutes during each half shift of four (4) hours of work. Rest periods shall be considered as time worked for pay purposes. If a rest break is not taken, the employee is not entitled to an earlier quitting time.

Section 6.8 - Temporary Work Location

When an employee is assigned to work at a location different from her/his regularly assigned work location, she/he shall be allowed to travel on County time to that work location. Time allotted for travel shall be based on distance to and from her/his regular work location or home and the temporary work location, whichever is lesser. The County will either supply transportation for such travel or shall pay mileage based on the above distances. The County assumes no obligation to the employee who for self-convenience voluntarily reports to other than the regularly assigned work location.

Section 6.9 - State Mandated Licensure

The County agrees to pay one hundred percent (100%) towards State mandated licensure fees during the term of this Agreement.

Section 6.10 - Federal Drug Enforcement Agency (DEA) Certification

When such DEA certification is required in order to perform the duties assigned to the position and there is no provision to operate under any County certificate, or Federal Waiver, the County agrees to reimburse the cost of the Federal DEA certificate fee for regular coded Psychiatrists in the Mental Health Department. Reimbursement will be in direct proportion to the regular full or part-time code status of each position.

Section 6.11 - Credentialing

Santa Clara Valley Health Hospital System does not recruit or employ any individual, or engage in business with any entity excluded from participating in any federal or state health care program, if such individual's or entity's salary or reimbursement is paid in whole or in part, direct or indirectly, by a federal or state health care program.

Employees are screened against DHHS/OIG List of Excluded Individuals/Entities (LEIE) and the State Medi-Cal Suspended and Ineligible Provider List (S& I List), hereinafter, these lists are referenced as "Excluded Provider Lists."

To ensure compliance, the Department will 1) verify that a licensed professional has attended the school or college as stated in his/her resume of qualifications for the position; 2) verify that a licensed professional has graduated from an accredited academic program, internship or residency training; 3) verify that a professional has a current license to practice and it is in good standing; and 4) verify that the licensed professional is not on the Medicare/Medi-Cal Excluded Provider List.

If the employee is not approved and is on the Excluded Provider List, depending on the circumstances, the employee could be separated from employment.

Section 6.12 - Bilingual Pay

Employees covered by this contract are eligible for consideration of bilingual pay in accordance with the Santa Clara County Salary Ordinance with the exception that the bilingual payment be increased from \$60.00 to \$100 per month.

Section 6.13 - Board Certification

Employees who possess board certification in their area of assignment and of prime value to the County shall receive an additional five (5%) pay for a maximum of one (1) board certification. The five percent (5%) pay shall be calculated based on the employee's base salary. The board certification shall be submitted to the Medical Director for review and approval.

Section 6.14 - Special Pay

- a) Psychiatrists who occupy a position in Custody Services, Emergency Psychiatric Services or Juvenile Probation Department shall receive an additional six percent (6%) pay. The six percent (6%) pay shall be not applicable for employees who provide coverage due to the absences or vacations of other staff.
- b) Psychiatrists who are assigned and perform approved Division Service Chief responsibilities shall be compensated an additional five percent (5%) pay. The five percent (5%) pay shall be calculated on the employee's base salary. The Division Service Chief responsibilities shall be in excess of any duties normally assigned to a Psychiatrist III.
- c) Child Psychiatrists who are board eligible in their overall specialty, have completed recognized training in this specialty and are assigned to child psychiatry in the Mental Health Department shall receive an additional five percent (5%) pay calculated on the employee's base salary.
- d) When assigned to perform medical leadership duties over the Office of Medical Examiner-Coroner, one Assistant Medical

Examiner-Coroner shall be compensated at ten percent (10%) higher than that specified for this classification.

There shall be a maximum of two premiums per employee paid under Section 6.14 a, b, or c.

Section 6.15 - Assistant Medical Examiner-Coroner Compensation

The parties agree that the base salary for Assistant Medical Examiner-Coroners shall incorporate the five percent (5%) contained in Footnote 158 (said footnote to be eliminated) and the five percent (5%) differential for board certification. Non board certified Assistant Medical Examiner-Coroners shall receive five percent (5%) less than the published base salary for this classification.

Section 6.16 -Automatic Check Deposit

By January 2007 all employees shall be paid by automatic check deposit.

ARTICLE 7 - HOLIDAYS

Section 7.1 - Legal Holidays

The following shall be observed as legal holidays:

- a) January 1st
- b) Third Monday in January (Martin Luther King, Jr. Birthday)
- c) Third Monday in February
- e) March 31st (Cesar Chavez's Birthday)
- f) Last Monday in May
- e) July 4th
- g) First Monday in September
- h) Second Monday in October
- i) Veteran's Day to be observed on the date State of California workers observe the holiday
- j) Fourth Thursday in November (Thanksgiving Day)
- k) The Friday following Thanksgiving Day (Day after Thanksgiving)
- l) December 25th
- m) Other such holidays as may be designated by the Board of Supervisors

All previous informal time off practices are eliminated and unauthorized.

Section 7.2 - Observance

Employees shall enjoy the same number of holidays, regardless of variations in workweeks. Holidays which fall on Sunday are observed on the following Monday. Holidays which fall on Saturdays shall be observed on the preceding Friday. Holidays which fall during a vacation period or when an employee is absent because of illness shall not be charged against the employee's vacation or sick leave balance. When the County holidays fall on an employee's scheduled day off, the day shall be added to the employee's vacation balance.

ARTICLE 8 - VACATIONS

Section 8.1 - Vacation Earnings

Each employee shall be entitled to an annual paid vacation. Vacation is earned on an hourly basis. During the first year (2088 hours), vacation shall be computed at the rate of .053846 per hour. Beginning with the second year (2089 hours) of continuous service, vacation shall be computed at the rate of .061538 per hour. Beginning with the fifth year (8353 hours) of continuous service, vacation shall be computed at the rate of .076923 per hour. Beginning with the tenth year (18793 hours) of continuous service, vacation shall be computed at the rate of .084615 per hour. Beginning with the fifteenth year (29233 hours) of continuous service, vacation shall be computed at the rate of .092307 per hour. Beginning with the twentieth year (39673 hours) of continuous service, vacation shall be computed at the rate of .1 per hour. All of the above is based on normal hours paid (excludes overtime). The above accrual rates include four (4) personnel business/belief days.

a) Time for Vacations

The time for vacation shall be determined by the appointing authority after due consideration of administrative requirements and employee convenience.

b) Vacation Accrual

Any vacation accrued during a one-year period (26 pay periods) should be taken by the employee during the following one-year period.

c) Vacation Carry-over

In the event the employee does not take all the vacation to which he/she is entitled in the succeeding twenty-six (26) pay periods, he/she shall be allowed to carry over the unused portion, provided that he/she shall not accumulate more than three (3) years' vacation earnings except:

1. When absent on full salary due to work-related compensation injury which prevents his/her reducing his/her credits to the maximum allowable amount, or
2. In the case of inability to take vacation because of extreme emergency such as fire, flood or other similar disaster, an additional accumulation may be approved by the County Executive and the Director of Personnel.

d) Vacation Balance

In the event the appointing authority does not provide vacation for an employee sufficient to reduce his/her accumulated vacation balance to the amount permitted (three years' earnings), the employee may take vacation as a matter of right immediately before the end of the pay period in which vacation could be lost, not to exceed one (1) year's earnings. The balance of the employee's accumulated vacation shall remain to his/her credit.

e) Vacation Payoff

A person who terminates employment shall be paid the monetary value of the earned vacation as of the actual date of termination of employment.

f) Birthday Holiday

There shall be an additional day of vacation credited to the employee's vacation bank which will normally be taken on the employee's birthday. The parties agree that an alternate day may be determined by the appointing authority after due consideration of employee convenience and administrative requirements.

ARTICLE 9- LEAVE PROVISIONS

Section 9.1 - Sick Leave

a) Rate of Accrual

Each employee shall be entitled to sick leave. Such leave shall be earned on an hourly basis and computed at the rate of ninety-six (96) hours per year. Such sick leave must be approved by the appointing authority.

b) Doctors' Notes

The appointing authority may require of an employee that requests for sick leave with pay be supported by a statement from an accredited physician, not in the employ of the County.

c) Sick Leave Accrual

Unused sick leave time may be accrued without limitation.

d) Sick Leave Used for Care of Immediate Family

A employee will entitled to use one half (1/2) of their annual accrued leave in order that he/she may care for a sick or injured member of his/her immediate family requiring his/ her care, or in order that he/she may obtain medical consultation to preserve his/her health. "Immediate family" shall mean the father, mother, grandmother, or grandfather of the employee or of the spouse of the employee and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee or any person living in the immediate household of the employee.

e) Day Defined/Sick Leave Payoff

For purposes of this paragraph, a day is defined as eight (8) work hours. Upon death or retirement, up to sixty (60) days of accrued sick leave shall be paid off at a rate of fifty percent (50%) of the equivalent cash value. All accrued balances beyond sixty (60) days shall be paid off at the rate of twelve and one-half percent (12 1/2%) of the accrued cash value (one hour's pay for one day of accrual). Upon resignation in good standing, employees with ten (10) or more years' service shall be paid up

to sixty (60) days of accrued sick leave at the rate of twenty-five percent (25%) of the equivalent cash value. All accrued balances beyond sixty (60) days will be paid off at the rate of twelve and one-half percent (12 1/2%) of the accrued cash value. All other rights to sick leave with pay of an employee shall be canceled upon his/her separation from the County; provided, however, if an employee resigns or is separated on a layoff and is reinstated or re-employed within one (1) year from the date of resignation or layoff, such employee's right, if any, to sick leave with pay shall be restored to him/her. At the employee's option, he/she may convert accrued but unused sick leave at retirement to credit one (1) month of employee's medical premium for each day of sick leave accrued.

f) Reinstatement Pay Back

Employees receiving a sick leave payoff in accordance with section (e) above may, if reinstated within twelve (12) months, repay the full amount of sick leave payoff received and have his/her former sick leave balances restored. Repayment in full must be made prior to reinstatement.

g) Vacation Illness Conversion

If an employee on vacation becomes ill, he/she may convert vacation time to sick leave with pay. If the conversion is for three (3) or more days, it must be supported by a statement from an accredited physician.

h) Exhaustion of Sick Leave

When an employee has exhausted all accumulated sick leave, he/she shall have the option of using vacation time for absences due to illness. The employee must notify the Department of employee's option prior to payroll action, otherwise vacation time will be used. When requested by the employee, Management will restore vacation by making the appropriate payroll adjustment in the next payroll period.

Section 9.2 - Compulsory Leave

a) Physical Examination

If any employee is required by the appointing authority to take a physical examination not connected with pre-existing or existing industrial injury to determine if he/she is incapacitated for work, the following provisions will apply and will be given to the employee in writing:

1. Before making a decision, the physician designated by the appointing authority will consult with the employee's personal physician, said physician shall be immediately designated by the employee, and will advise named physician of this procedure. If a physician is not named, the decision of the County physician shall become final.
2. If the employee's personal physician agrees with the decision of the physician designated by the appointing authority, the decision is final.
3. If the physicians disagree, and the employee so requests, they will select a third physician whose determination will be final. Cost for such examination by the selected physician will be equally shared by the employee and the appointing authority.

Section 9.3 - Military Leave

a) Governing Provision

The provisions of the Military and Veterans Code of the State of California shall govern the military leave of employees of the County of Santa Clara.

b) Physical Examination

Any regular or provisional employee shall be allowed time off with no loss in pay for the time required to receive a physical examination or re-examination as ordered by provisions of a national conscription act or by any branch of the National or State military services.

Section 9.4 - Leave Without Pay

a) Reasons Granted

Leaves of absence without pay may be granted to employees for up to one (1) year. Extensions to leaves approved for less than one (1) year shall not unreasonably be denied provided adequate advance notice is given. If an employee wishes to return to work early from a leave of absence, he/she shall provide reasonable advance notice to the appointing authority. Leaves beyond one (1) year may be granted due to unusual or special circumstances. The following are approved reasons for such leave:

1. Illness beyond that covered by sick leave.
2. Education or training which will benefit the County.
3. Other personal reasons which do not cause inconvenience on the Department.
4. To accept other government agency employment, or to accept employment with the Union.
5. Paternity leave, not to exceed six (6) months.

b) Revocation

A leave may be revoked by the Director of Personnel upon evidence that the cause for granting it was misrepresented or has ceased to exist.

c) Vacation Leave Without Pay Option

An employee must receive prior approval from his/her supervisor to use leave without pay for an authorized absence. Such request shall not unreasonably be denied. The Department may assign leave without pay for an unauthorized absence.

d) Time Spent In Salary Step

Maternity leaves of more than thirteen (13) pay periods; leaves of absence of more than two (2) pay periods; and suspensions shall not be counted as time spent in a salary step in computing eligibility of the employee for further salary increases. All time spent on industrial injury leave shall be counted.

Section 9.5- Maternity Leave

a) Length

Upon request, maternity leave without pay shall be granted to natural or adoptive parents by the appointing authority for a period of up to six (6) months. With notice no less than one (1) month prior to the conclusion of the leave, such leave may be extended up to one (1) year upon approval of the appointing authority. A request for extension can only be denied for good cause. An employee who is pregnant may continue to work as long as her physician approves.

Adoptive parents shall not be covered by County medical benefits while on maternity leave except as otherwise provided by law.

b) Sick Leave Use

If, during the pregnancy leave or following the birth of a child, the employee's physician certifies that she is unable to perform the duties of her job due to disability, she may use her accumulated sick leave during the period certified by the physician.

Section 9.6 - Leaves to Perform Jury Duty or to Respond to a Subpoena

a) Response to Summons

An employee shall be allowed to take leave from his/her County duties without loss of wages, vacation time, sick leave or employee benefits for the purpose of responding to summons to jury selection or serving on a jury for which he/she has been selected, subject to the limitation that an employee shall receive paid leave to serve on a jury for which he/she has been selected not more than once during a calendar year and provided that he/she executes a written waiver of all compensation other than the mileage allowance, for which he/she would otherwise receive compensation by virtue of his/her performance of such jury duty. No employee shall be paid more than his/her regular shift pay or regular workweek pay as a result of jury duty service. The employee is required to notify his/her appointing

authority when he/she has received a jury summons and when his/her jury service is completed.

b) Jury Duty

Nothing in this Section shall prevent any County employee from serving on a jury more than once per calendar year, provided, however, that such additional periods of absence from regular County duties as a result thereof shall be charged, at the option of such employee, to either accrued vacation time or leave without pay.

c) Response to a Subpoena

No employee shall suffer loss of wages or benefits in responding to a subpoena to testify in court if that employee is not a party to the litigation.

d) Release Time

In the event a night shift employee is called to court under the above provision, the following shall apply:

1. Swing or PM shift shall have release time the day of court attendance; time spent in court shall be deducted from the regular shift on that day with no loss of wages or benefits.
2. Night or Graveyard shall have release time on the shift prior to court attendance; and that employee shall suffer no loss of wages or benefits.

e) Return to Work

For the purpose of this Section, an employee who responds to a summons to jury duty and who is not selected as a juror shall not be deemed to have performed jury duty and shall return to work as soon as possible.

Section 9.7 - Bereavement Leave

Leaves of absence with pay shall be granted employees in order that they may discharge the customary obligations arising from the death of

a member of their immediate family. "Immediate family" shall mean the mother, father, grandmother, grandfather, of the employee or of the spouse of the employee and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, grandchild, brother-in-law, or sister-in-law of the employee or any person living in the immediate household of the employee. Up to five (5) days with pay shall be granted, with three (3) days chargeable to sick leave as the third through the fifth day, if necessary.

Section 9.8 - Educational Leave

It is understood that all use of educational leave shall be principally related to medical practices within the County.

- a) A credit of forty (40) hours per year shall be available for educational leave for all full-time employees in this unit. Educational leave for part-time employees will be prorated. Each employee hired who uses any time earned during the first six (6) months of employment must sign a note which states that he/she will authorize a deduction from his/her last paycheck for the time used if he/she leaves County employment voluntarily within one (1) year of the date of hire. Educational leave will be accumulative to a maximum of eighty (80) hours.

- b) Details in the written application for educational leave shall include but not limited to the course, home-study course, institute, workshops or classes, subjects, hours, faculty and purpose of taking the courses, seminar, etc. The application shall be received by the departmental administration no less than ten (10) working days prior to the requested date of leave of absence. The department administrator shall respond in writing to the applicant no later than ten (10) working days from receipt of the application. A request recommended for denial shall be referred for review by the Mental Health Medical Director; Chair, VMC Department of Psychiatry; Chief Medical Examiner-Coroner, or Chief, Health Protection Services whose decision shall be final. When notification of a course is received less than ten (10)

working days prior to the course date, departmental administration may consider approval.

- c) In all instances set forth above, the leave request shall be subject to approval by the department. Such leaves shall not unduly interfere with staffing requirements for patient's care or duplicate similar training offered by the County. The departments agree that they shall not unreasonably withhold approval.
- d) Proof of attendance may be requested by the department. The doctor may be requested by the department to report such activity in writing.
- e) Every effort shall be made to arrange scheduling for the individual employee's use of educational leave time.
- f) If the educational leave falls on the employee's day off, the day will not be charged to educational leave.

Section 9.9 - In-Service Education Programs

The County and the Union may meet and confer on any existing in-service programs or proposed programs during the term of this agreement at the department level.

Section 9.10 - Education and Medical Dues Fund

Effective October 9, 2006, an Education and Medical Dues Fund will be established with a maximum draw per employee in fiscal year 2007 not to exceed one thousand, seven hundred fifty dollars (\$1,750). Effective fiscal year 2008, the maximum draw per employee shall be increased to two thousand three hundred dollars (\$2,300). Effective fiscal year 2009, the maximum draw per employee shall be increased to two thousand eight hundred dollars (\$2,800).

a) Education Fund Usage:

Items covered by this fund are literature, and courses that are related and beneficial to the employee's field. Expenses eligible for reimbursement under this section must be professionally related:

- Classes (Required tuition and registration fees)
- At-home courses (i.e.:on-line)
- Cassette/CD courses
- Magazine subscriptions/books related to the field
- Travel, Lodging and Meals related for Continuing Medical Education (CME) related events based on guidelines provided by Employee Services Agency Employee Development.

b) Medical Dues Fund Usage:

The monies from this fund shall come from the education fund. Expenses eligible for reimbursement under this section are:

- Medical Society Dues
- Faculty Medical Dues

Claims for dues must be received in the fiscal year in which the old membership expired.

Usage of the Education and Medical Dues fund is subject to approval by a County/UAPD committee and is administered by Employee Services Agency - Employee Development. Claims meeting the above criteria, submitted with proper documentation and meeting program deadlines will be reimbursed 100% of qualifying expenses up to the maximum draw per employee.

ARTICLE 10 - BENEFIT PROGRAMS

Section 10.1 - Workers' Compensation

a) Eligibility

Every employee shall be entitled to industrial injury leave when he/she is unable to perform services because of any injury as defined in the Workers' Compensation Act.

b) Compensation

An employee who is disabled as a result of an industrial injury shall be placed on leave, using as much of his/her accumulated compensable overtime, his/her accrued sick leave and vacation time as when added to any disability indemnity payable under the Workers' Compensation Act will result in a payment to him/her of not more than his/her full salary. The first three (3) days shall be charged to the employee's accrued but unused sick leave. If the temporary disability period exceeds fourteen (14) calendar days, temporary disability will be paid for the first three (3) days.

c) Repair/Replace Claims

The County shall provide the necessary protective clothing to employees and classifications pursuant to such requests by the employees affected as provided by law under CAL-OSHA, Title 8, Article 10. The County shall pay the cost of repairing or replacing the uniforms, clothing and equipment of County employees which have been damaged, lost or destroyed in the line of duty when the following conditions exist:

1. The clothing, uniform or equipment is specifically required by the Department or necessary to the employees to perform his/her duty; and not adaptable for continued wear to the extent that they may be said to replace the employee's regular clothing; or
2. The clothing, uniform or equipment has been damaged or destroyed in the course of making an arrest, or in the

issuance of a citation, or in the legal restraint of persons being placed in custody or already in custody, or in the service of legal documents as part of the employee's duties or in the saving of a human life; and

3. The employee has not, through negligence or willful misconduct, contributed to such damage or destruction of said property.

Claims for reimbursement shall be reviewed and approved by the Agency/Department in accordance with procedures set forth by the County Executive.

d) Clothing Claims

Loss of, or damage to, an employee's clothing resulting from an industrial injury which requires medical treatment will be replaced by the County through the following procedures: The Agency/Department will review and make determinations on all such incidents as submitted in writing by the employee. Reimbursement will be limited to the lesser of:

1. 75% of proven replacement cost, or
2. The repair cost.

However, both of the above are limited by a fifty-dollar (\$50.00) maximum. (Nothing in this Section is intended to replace or supersede section (c) which provides for replacement of items damaged, lost or destroyed in the line of duty.)

Section 10.2 - Insurance Premiums

The County agrees to fully pay medical coverage for employee and dependents on the lowest cost medical plan. The lowest cost medical plan will be either Kaiser, or Health Net. Up to the same maximum contribution will be made to the other plans.

The parties agree that Kaiser coverage will be the Kaiser S Plan with a \$5 co-payment for office visits and a \$5 co-payment for prescriptions. The parties also agree that the Valley Health Plan and the Health Net Plan shall continue under the current coverage in effective on July 12, 1999.

The parties agree that effective November 1, 1999, hearing aid coverage, up to \$1000 for 1 to 2 devices every 36 months, is added to all health plans.

All newly hired employees shall be limited to enrollment in either the Valley Health Plan or Health Net Plan. This limitation shall continue until the nearest open enrollment window after the employee has been employed for twelve (12) months. This enrollment limitation shall not apply if the employee is already a member of Kaiser on their date of hire.

Dual Coverage

Effective November 1, 1999, married couples and same sex domestic partners who are both County employees shall be eligible for coverage under one medical plan only with the County paying the full premium for dependent coverage. Married couples and same sex domestic partners who had one dependent coverage and one single coverage will have the single coverage dropped effective November 1, 1999. If both employees have single coverage, one will be converted to dependent coverage. County employee couples are not eligible to participate in the Health Plan Bonus Waiver Program.

The County shall pay the employee premium while on medical, maternity or industrial injury leave of absence up to thirteen (13) pay periods.

a) Dental Insurance

The County agrees to contribute the amount of the current monthly insurance premium per month for dental coverage to cover the employee and dependents and to pick up inflationary costs during the term of the agreement. The existing Delta Dental Plan coverage will be continued in accordance with the following schedule:

Basic and Prosthodontics: 75-25 - no deductible. \$1,000 maximum per patient per calendar year.

Orthodontics: 60-40 - no deductible. \$1,500 lifetime maximum per patient (no age limit).

The County will continue to provide an alternative dental plan. The current alternative dental plan is Pacific Union Dental. The County will contribute up to the same dollar amount to this alternative dental plan premium as is paid to the Delta Dental Plan.

b) Life Insurance

The County agrees to maintain the existing base group Life Insurance Plan of twenty-five thousand dollars (\$25,000) per employee for the term of the Agreement.

c) Vision Care Plan

The County agrees to provide a Vision Care Plan for all employees and dependents. The Plan will be the Vision Service Plan - Plan A with benefits at 12/12/24 month intervals with twenty dollar (\$20.00) deductible for examination and twenty dollar (\$20.00) deductible for materials. The County will fully pay the monthly premium for employee and dependents and pick up inflationary costs during the term of the agreement.

d) Medical Benefits for Retirees

For employees hired before August 12, 1996:

The County shall contribute an amount equal to the cost of Kaiser retiree-only medical plan premium to the cost of the medical plan of employees who have completed five (5) years service (1305 days of accrued service) or more with the County and who retire on PERS directly from the County on or after December 5, 1983. Retirees over the age of sixty-five (65) who are eligible for Medicare part B must be enrolled in such a plan and the County shall reimburse the retirees for the cost of Medicare part B premium on a quarterly basis. The

surviving spouse or the same sex domestic partner of an employee eligible for retiree medical benefits may continue to purchase medical coverage after the death of the retiree.

For employees hired on or after August 12, 1996:

The County shall contribute an amount equal Kaiser retiree-only medical plan premium to the cost of the medical plan of employees who have completed eight (8) years of service (2,088 days of accrued service) or more with the County and who retire on PERS directly from the County. Retirees over the age of sixty-five (65) who are eligible for Medicare part B must be enrolled in such a plan and the County shall reimburse the retirees for the cost of Medicare part B premium on a quarterly basis. The surviving spouse or the same sex domestic partner of an employee eligible for retiree medical benefits may continue to purchase medical coverage after the death of the retiree.

For employees hired on or after June 19, 2006:

The County shall contribute an amount equal Kaiser retiree-only medical plan premium to the cost of the medical plan of employees who have completed ten (10) years of service (2610 days of accrued service) or more with the County and who retire on PERS directly from the County. Retirees over the age of sixty-five (65) who are eligible for Medicare part B must be enrolled in such a plan and the County shall reimburse the retirees for the cost of Medicare part B premium on a quarterly basis. The surviving spouse or the same sex domestic partner of an employee eligible for retiree medical benefits may continue to purchase medical coverage after the death of the retiree.

Dual Coverage

If a County employee is married to, or is the same sex domestic partner of, another employee on the County health plans, both cannot have employee and dependent coverage. Only one can choose employee and dependent coverage, and the other may choose employee only coverage.

e) County-Wide Benefits

The parties agree that, during the term of this Agreement, County-wide changes in benefits, such as medical, dental, life

insurance, holidays, vacation, sick leave, or retirement, shall be applied to employees in these units.

f) Domestic Partners

The County will continue same sex domestic partner coverage.

Section 10.3 - Retirement

On December 17, 2007, PERS Contract will be amended to reflect a new pension formula of 2.5% at 55, and in consideration for this amendment the Union agrees each employee covered under this benefit to contribute to PERS, through payroll deduction effective December 17, 2007, an amount equal to 3.931% of PERS reportable gross pay for the duration of this agreement.

The County of Santa Clara's increase in contribution to PERS as a result of implementation of the 2% at 55 Plan as well as the existing employer payment of employee PERS contribution shall be reflected as part of effective wages.

Section 10.4 - State Disability Insurance (SDI)

The Union and the County agree as follows regarding coverage by the State Disability Insurance plan (SDI):

- a) The County will continue registration of the Union of American Physicians and Dentists with the director of Employment Development Department for the purposes of SDI coverage for represented employees.
- b) The Controller's Office shall withhold wage earner contributions each pay period from each represented employee's pay at the rate set pursuant to the Unemployment Insurance Code and forward the funds to the State Disability Fund.
- c) Within one week of being disabled from work, the employee or his/her representative must contact the office designated by the County to provide information on the following:

1. The date the disability/illness commenced;
2. the estimated duration of the disability;
3. a phone number where the employee can be reached;
4. the election of sick leave/scheduled time off usage during the first week of disability;
5. whether or not the employee is planning to file for SDI;
6. the election to integrate sick leave and scheduled time off pay with SDI benefits.

If notification is not received, no integration of sick leave or scheduled time off will be effected. However, one time only, the employees may elect integration and it shall be implemented at the start of the next pay period. In such case, integration payments shall be made prospective only.

The employee will have the responsibility to notify the office designated by the County of any change in status (either health or length of disability) that may affect his/her return to County employment.

Section 10.5 Private Vehicle Use and Mileage Reimbursement

An employee will be reimbursed for the use of a personal vehicle for County employment activities pursuant to the Santa Clara County Travel Policy.

ARTICLE 11 - ADVISORY COMMITTEES

Section 11.1 - Medical Advisory Committee For Health Care

Doctors employed by the County recognize their obligation to perform the highest level of medical care for citizens of the county. Recognizing that the numerical membership on the MACHC must be such as to preclude disruption of work activities of any particular work area, the County hereby agrees to recognize the establishment of a Medical Advisory Committee for Health Care comprised of nine employee physician representatives within assigned departments and geographical areas (no more than six (6) shall be Psychiatrists). Such employee representatives shall be elected by their peers in each department and geographical area on June 30th of each year.

Attendance at MACHC meetings will be voluntary by the elected representative or his/her alternate. Committee members shall be granted release time to attend meetings which shall be set on a regular monthly basis for two (2) hours. Up to one half hour will be allowed for travel on County time; if private vehicle is used, mileage is to be paid as provided in Section 11.2.

The MACHC shall:

- a) Act as an advisory body to the Chief Medical Directors and shall recommend on issues directly related to medical policies and procedures prior to implementation, when possible. The County will make a good faith effort to implement recommendations agreed to by the MACHC and Chief Medical Directors. Chief Medical Directors shall respond to all written recommendations within thirty (30) days in writing.

- b) On the request of a physician, advise the appropriate Chief Medical Director on matters of dispute in clinical issues between physicians and non-physician staff and/or administrator. Such issue shall be reviewed by the MACHC within fifteen (15) working days of receipt of written request.

c) The MACHC shall only involve itself in matters listed in (a) and (b) above. The Chief Medical Director shall be the final arbiter on interpretation of federal and state laws and regulations regarding medical practice.

Directors of the Departments of Mental Health, Public Health, Coroner's Office, or any other departments where bargaining unit doctors are employed may be invited to attend MACHC meetings with reasonable advance notice. Chief Medical Directors shall receive a three (3) day advance notice of the agenda items prepared by the employee representatives. Chief Medical Directors may include items on the agenda. Chief Medical Directors may review agenda items to determine that they relate directly to medical policies and procedures. Should the Chief Medical Directors determine that an agenda item does not meet these requirements, they may, following the convening of the meeting, remove such agenda item and the justification for such removal shall be presented at the meeting and shall become a part of the minutes. Chief Medical Directors shall receive minutes of all MACHC meetings.

Section 11.2 - Joint Labor Management Committee

Recognizing the joint responsibility to provide quality medical service, the County and the employees agree to establish a Joint Labor Management Committee. The purpose of this committee shall be to review and to make recommendations on subjects of mutual concern and interests in an effort to improve medical care for residents of the County.

The committee shall be comprised of a total of six (6) members with equal representation from UAPD and the County. By mutual agreement, the number of the committee members may increase, depending on the subjects to be discussed.

Meetings shall be conducted when initiated by either Labor or Management but no more than on a quarterly basis, unless mutually agreeable by both parties. Meetings shall not exceed two (2) hours in length. Release time for attendance at the meetings, shall be subject

to approval by the appropriate supervisor and based on operational needs.

It is agreed that a grievance in this section may only be filed on the basis of failure to meet.

ARTICLE 12 - GRIEVANCE PROCEDURE

The County and the Union recognize early settlement of grievances is essential to sound employee-employer relations. The parties seek to establish a mutually satisfactory method for the settlement of grievances of employees, the Union, or the County. In presenting a grievance, the aggrieved and/or his/her representative is assured freedom from restraint, interference, coercion, discrimination or reprisal.

Section 12.1 - Grievance Defined

a) Definition

A grievance is defined as an alleged violation, misinterpretation or misapplication of the provisions of this Memorandum of Understanding affecting the working conditions of the employees covered by this Memorandum, except as excluded under Section 12.1(b).

b) Matters Excluded From Consideration Under the Grievance Procedure

1. Disciplinary actions.
2. Position classification.
3. Workload/Caseload.
4. Merit System Examinations.
5. Items requiring capital expenditure.
6. Items within the scope of representation and subject to the meet and confer process.

Section 12.2 - Grievance Presentation

Employees shall have the right to present their own grievance or do so through a representative of their own choice. Grievances may also be presented by a group of employees, by the Union, or by the County. No grievance settlement may be made in violation of an existing rule, ordinance, or this Memorandum of Understanding, nor shall any settlement be made which affects the rights or conditions of other employees represented by the Union without notification to and consultation with the Union.

Section 12.3 - Procedural Compliance

Union grievances shall comply with all foregoing provisions and procedures. The County shall not be required to reconsider a grievance previously settled with an employee if renewed by the Union, unless it is alleged that such grievance settlement is in violation of an existing Memorandum of Understanding.

Section 12.4 - Informal Resolution/Time Limits

It is agreed that employees will be encouraged to act promptly through informal discussion with their immediate supervisor on any act, condition or circumstance which is causing employee dissatisfaction and to seek action to remove the cause of dissatisfaction before it serves as the basis for a formal grievance. Time limits may be extended or waived only by written agreement of the parties.

Section 12.5 - Formal Grievance

a) Step One

Within ten (10) working days of the occurrence or discovery of an alleged grievance, the grievance shall be delivered in writing to the person designated by the appointing authority, as appropriate. The grievance form shall contain information which identifies:

1. The aggrieved;
2. The specific nature of the grievance;
3. The time or place of its occurrence;
4. The Section of this Memorandum of Understanding to have been violated, improperly interpreted, applied or misapplied;
5. The consideration given or steps taken to secure informal resolution;
6. The corrective action desired, and;
7. The name of any person or representative chosen by the employee to enter the grievance.

A decision in writing shall be delivered within ten (10) working days of receipt of the grievance. A copy of the decision shall also be delivered within the same time limits to the person

identified in (7) above and to the Union, if not otherwise listed in the grievance.

b) Step Two

If the aggrieved is not satisfied with a first step decision he/she may, within ten (10) working days after receipt of that decision, deliver a written appeal to the appointing authority appealing the decision made at the first step. The appointing authority shall deliver his/her decision to the aggrieved in writing within ten (10) working days of the receipt of the appeal, and a copy shall be sent to the Union within the same time limits.

c) Step Three

If the aggrieved continues to be dissatisfied, the Union may, within ten (10) working days after receipt of the second step decision, deliver to the Office of Labor Relations a request indicating the Union wishes the Appointing Authority's decision be reviewed by a County Decision Maker. The County Decision Maker shall be selected by alternate striking amongst the following county officials: Deputy County Executive, Employee Services Agency Appeals Officer and the Valley Medical Center Director. The sole remaining name not stricken shall be the County Decision Maker selected for a particular grievance submitted to Step Three.

The County Decision Maker selected shall adopt, modify or reverse the Second Step Decision. The decision of the County Decision Maker shall be final and binding on the Union and the County.

Section 12.6 - Third Step Grievance Hearing Release Time

The following statement on employee participation in third step grievance hearings is agreed to:

- a) The employee on whose behalf the grievance has been filed, will be granted release time for the entire hearing. Release time to serve as a witness will be granted on a scheduled basis, i.e.,

when the employee is scheduled to appear. In the case of a group grievance, release time will be granted for the designated spokesperson for the entire hearing.

- b) Other requests for leave for the purpose of participation in a grievance hearing will also be granted and charged to the employee's own leave time - provided the absence does not unduly interfere with the performance of service.

ARTICLE 13 - CONFLICT OF INTEREST

Section 13.1 - Legal Compliance

Employees are to abide by all applicable Federal, State and Local Statutes including contract requirements regarding conflict of interest.

Section 13.2 - Outside Employment

Employees intending to engage in outside employment shall file an advance statement of such intent with the appointing authority. The appointing authority shall make the final determination whether or not the outside employment constitutes a conflict of interest.

ARTICLE 14 - PERFORMANCE APPRAISALS

Performance Appraisals shall be implemented for all employees covered by this agreement. For those employees who currently are appraised, the County shall continue providing Performance Appraisals. The evaluation process shall be based on a peer review process.

The Union and the County agree to meet on the development and implementation of the performance appraisal system for employees in the bargaining unit. Prior to implementation, orientation and/or training on the system will be provided to all employees. Implementation shall be begin as soon as feasible, but no later than January 2007.

It is agreed performance appraisals will not be used by the County or the Union, or the employee in the disciplinary process.

Performance Appraisals shall be placed in both (Employee Services Agency and Department) personnel files.

ARTICLE 15 - CONTRACTING OUT

Section 15.1 - Notice to the Union

The County shall give prior written notice of all proposed contracts/calls for bid to private third parties as are required to be presented to the Board of Supervisors for acceptance and/or approval which would reduce the number of positions currently in the bargaining unit.

Section 15.2 - Response to Notice

Notice from County is to be given in writing to the Union by personal delivery or certified mail. The Union shall respond within five (5) working days from date of receipt with a request to meet and confer; or the Union is deemed to have waived meet and confer rights. The Union shall attempt to respond sooner, if possible.

Section 15.3 - Meet and Confer

County and Union shall meet and confer for not more than ten (10) working days within receipt of written request from the Union. If concerns are not alleviated or agreement not reached, the County may proceed.

The Board of Supervisors may proceed without meeting and conferring if it determines circumstances which justify urgency action. Reasonable advance written notice of intention to proceed on such basis shall be provided the Union prior to meeting of the Board; provided nothing herein shall hamper the Board's lawful exercise of authority under state law in emergency situations.

ARTICLE 16 - MALPRACTICE PROTECTION

The County's obligation to defend and indemnify its officers and employees is prescribed by California Government Code 825 et seq. and 995 et seq. The County shall indemnify and defend employees in this bargaining unit in accordance with the applicable law when and if they are sued for errors or omissions (malpractice) within the course and scope of their duties, save and except where the applicable law excuses the County's obligation to defend (e.g. fraud, malice, etc.). This paragraph and the terms and conditions thereof shall be enforceable at law in accordance with the applicable law.

ARTICLE 17 - STRIKES AND LOCKOUTS

During the term of this Memorandum, the County agrees that it will not lock out employees and the Union agrees that it will not engage in any concerted work stoppage. A violation of this Article will result in cessation of Union dues deduction by the County.

ARTICLE 18 - FULL AGREEMENT

It is understood this Memorandum represents a complete and final understanding on all negotiable issues between the County and its Departments and the Union. This Memorandum supersedes all previous memoranda of understanding or memoranda of agreement between the County and its Departments and the Union except as specifically referred to in this Memorandum. All ordinances or rules covering any practice, subject or matter not specifically referred to in this Memorandum shall not be superseded, modified or repealed by implication or otherwise by the provisions hereof. The parties, for the term of this Memorandum, voluntarily and unqualifiedly agree to waive the obligation to negotiate with respect to any practice subject or matter not specifically referred to or covered in this Memorandum even though such practice, subject or matter may not have been within the knowledge of the parties at the time this Memorandum was negotiated and signed. In the event any new practice, subject or matter arises during the term of this Memorandum and an action is proposed by the County, the Union shall be afforded all possible notice and shall have the right to meet and confer upon request. In the absence of agreement on such a proposed action, the County reserves the right to take necessary action by management direction.

ARTICLE 19 - SAVINGS CLAUSE

If any provision of this Agreement should be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

If the State of California notifies the County of Santa Clara that legislation has been implemented which assesses monetary penalties to local governments which settle wages and/or benefits with increases in excess of certain limits (an example of such legislation is titled AB 1040, which was introduced in Spring of 1991), those benefits and/or wages shall not be implemented or continue to be paid. The parties shall immediately enter into negotiations for the sole purpose of arriving at a mutually agreed upon alternative.

The County reserves the right to cease payment or seek repayment of the wages and/or benefits upon which the State of California is basing the monetary penalty. The Union reserves the right to contest the legality of the payment cessation or the repayment.

It is understood that the purpose of this Section is to ensure that the County does not incur any liability or penalties on either the original agreement provisions, or the negotiated alternate provisions.

ARTICLE 20 - TERM OF AGREEMENT

This Memorandum shall become effective only upon approval by the Board of Supervisors and for the unit listed in Article 1 upon the ratification by the individual unit as listed, and shall remain in full force and effect to and including August 23, 2009, and from year to year thereafter; provided, however, that either party may serve written notice on the other at least sixty (60) days prior to August 23, 2009, or any subsequent August 23, of its desire to terminate this Memorandum or amend any provision thereof.

DATED: Nov 15, 2006

SANTA CLARA COUNTY
NEGOTIATING COMMITTEE

UNION OF AMERICAN PHYSICIANS
AND DENTISTS
NEGOTIATING COMMITTEE

Sabine H. King
[Signature]
[Signature]

James D. Manning MD
Christine Chang
[Signature]