

Contra Costa County - Physicians' & Dentists Organization (PDOCC)  
2022 Comprehensive Tentative Agreement  
Presented: 3/13/23

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This package proposal is designed to address all outstanding proposals between the parties.

**ACCEPT - C-1** Duration of Agreement (Section 32.4) – ***Presented 10/5/22, 1/20/23***

- November 1, 2022 – October 31, 2025

**ACCEPT - C-2** Wages (Section 5) – ***Presented 10/5/22, 1/20/23, 3/13/23***

- Effective March 1, 2023 or the first day of the month during which adoption of the MOU by the Board of Supervisors occurs, all classifications represented by the Union will receive market adjustments in the amounts specified in County Proposal 2.
- November 1, 2023 the base rate of pay for all classifications represented by the Union will be increased by five percent (5%).
- November 1, 2024 the base rate of pay for all classifications represented by the Union will be increased by five percent (5%).
- **Add longevity pay beginning at 72 months. Increase longevity pay for all intervals.**

**ACCEPT - C-7** Clean-Up Items – ***Presented 8/18/22, 1/20/23***

- Delete Section 5.9 – Electronic Health Records Incentive Program
- Update Section 12.8 – Supplemental Life Insurance to change the guaranteed issue amount from \$100,00 to \$150,000 (effective 1/1/2021)
- Update Exhibits
- Re-order, re-number, and clean-up MOU sections as necessary.

**Incorporate new and relevant current side letters into sections of the MOU and delete side letters**

- Update Section 7 – Holidays and Exhibit B – Classification Eligibility for Pay to incorporate language from Side Letter 2020/175 dated July 14, 2020 amending Section 7 – Holidays, and expanding eligibility for night shift differential pay for specified classifications.

**Retain the following Appendices and Re-letter in the MOU:**

- A – Class and Salary Listing
- B – Classification Eligibility for Pay
- C – Notification of Involuntary Permanent Change of Assignment
- Medical Insurance

**Union Withdrawals:**

- U1 – SDI (Section 9.8) – ***1/12/23***
- U4 – Longevity Pay (Section 5.1.B) – **3/13/23**
- U7 – Stipends (Section 5.8) – **3/13/23**
- U9 – Paid Sick Leave (Section 9.3) – ***1/12/23***
- U10 – Disability (Section 9.5) – ***12/16/22***
- U15 – PDOCC Representatives (Section 4.2) – **3/13/23**

# Contra Costa County - Physicians' & Dentists Organization (PDOCC)

## 2022 Comprehensive Tentative Agreement

Presented: 3/13/23

- U16 – Direct Patient Care & Admin Time: Oral Surgeons (Section 6) – 3/13/23
- U18 – Resignations (Section 13) – 3/13/23
- U19 – Dismissal, Suspension, Demotion (Section 14) – 3/13/23
- U20 – Notice of Proposed Action (Section 14.2) – 3/13/23
- U21 – Disciplinary Investigations & Actions (Section 14.8) – 3/13/23
- U22 – Education Leave (Section 18.2) – 3/13/23
- U24 – Medical, Dental & Life Insurance (Section 12) – 3/13/23
- U26 – Panel Size Calculations (Placeholder) – 1/12/23
- U27 – Chief Resident Positions (Placeholder) – 9/23/22

### County Withdrawals:

- C3 – Organization Security (Section 2) – 3/13/23

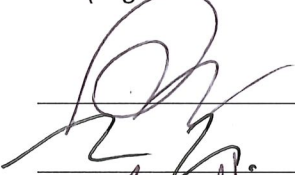
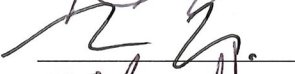

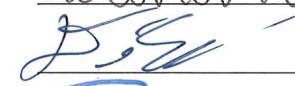

### Tentative Agreements:

- C5 MOD2 – Sick Leave (Section 9) – TA 1/12/23
- C6 MOD2 – Leave of Absence (Section 10) – TA 1/12/23
- U12 – Organization Security (Section 2.1) – TA 10/5/22
- U13 – Written Statement for New Employees (Section 2.5) – TA 10/5/22
- CCP to U2 – Holidays Observed (Section 7.1) – TA 3/13/23
- CCP to U5 – Education Reimbursement (Section 17) – TA 3/13/23
- CCP to U6 – Supplemental Retirement Account (New Section 16.3) – TA 3/13/23
- CCP to U8 – Direct Patient Care & Administrative Time (Section 6.8) – TA 3/13/23
- CCP to U14 – No Discrimination (Section 3) – TA 10/5/22
- CCP to U23 – Base Compensation & Other Pay (Section 5 & Exhibit A) – TA 3/13/23

Date: 3/14/23

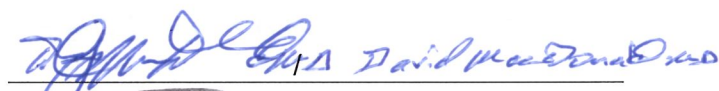
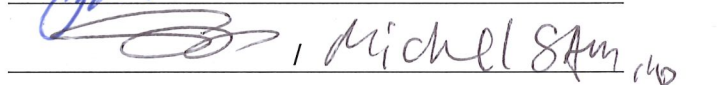
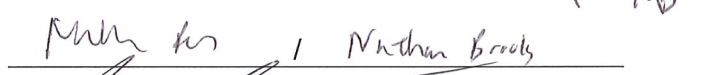
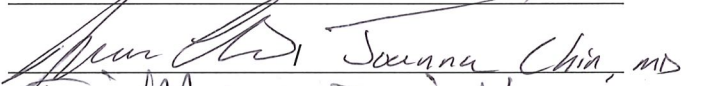
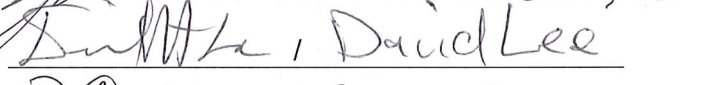

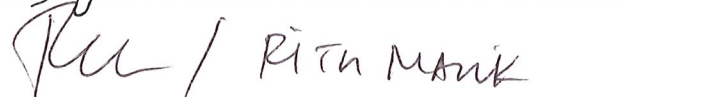
### CONTRA COSTA COUNTY:

(Signature / Printed Name)

 | SAMIR B. Shah, MD  
 | Sergio Valencia, MD  
 | Andrea E. Sandler, MD  
 | Dail Sufel  
 | TIA WILBORN  
|

### PDOCC:

(Signature / Printed Name)

 | David Macdonald, MD  
 | Michel Sam, MD  
 | Nathan Brooks  
 | Joanna Chin, MD  
 | David Lee  
 | Darleen Garcia  
 | Ritu Malik



**MOD COUNTY PROPOSAL NO. 1**

**PDOCC**

**SECTION 32.4 – Duration of Agreement**

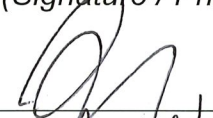

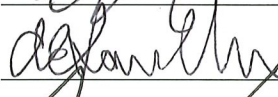




**Presented on: 3/13/23**

**32.4 Duration of Agreement.** This Agreement shall continue in full force and effect from November 1, ~~2022-2019~~ to and including October 31, ~~2025~~ ~~2022~~. Said Agreement shall automatically renew from year to year thereafter unless either party gives written notice to the other prior to ninety (90) days from the aforesaid termination date of its intention to amend, modify or terminate the agreement.

Date: 3/19/2023

**CONTRA COSTA COUNTY:**  
(Signature / Printed Name)

**PDOCC:**  
(Signature / Printed Name)

	SAMIR B. SHAH, MD		David MacDonell
	Andrea E. Sandler MD		Michel SAM
	Sergio Urcega, MD		
	David Santed		
	TIA WILBORN		

**SECTION 5 – SALARIES**

**5.1 General Wage Increases.**

A. On ~~November 1, 2019~~, employees will be reclassified to classifications March 1, 2023 or the first of the month during which adoption of the MOU by the Board of Supervisors occurs, the salaries of all classifications represented by the Union will be reallocated to the amounts specified in Exhibit A. ~~Providers in Steps 1-4 will be placed at Step 1. Providers in Steps 5 and above will be placed at Step 2.~~

~~A. The base rate of pay for all classifications represented by PDOCC, excluding the classifications of Primary Care Provider, Primary Care Provider Limited, and Ambulatory Care Provider, will be increased as follows:~~

~~Effective November 1, 2020 — 2% increase  
Effective November 1, 2021 — 2% increase~~

Effective November 1, 2023 the base rate of pay for all classifications represented by the Union will be increased by five percent (5%).

Effective November 1, 2024 the base rate of pay for all classifications represented by the Union will be increased by five percent (5%).

B. Longevity Pay. Effective March 1, 2023 ~~November 1, 2019~~, full-time employees who have completed the required months of service as County employees will receive the maximum longevity pay per month set forth in the chart below. Part-time employees who have completed the required months of service as County employees will receive a pro-rated monthly amount based on position hours (e.g. 32/40).

The longevity pay is effective on the first day of the month following the month in which the employee completes the required months of service. Employees who have completed the required months of service prior to March 1, 2023 ~~November 1, 2019~~, will be paid the amounts on the chart below prospectively only from March 1, 2023 ~~November 1, 2019~~.

Completed Months of Service	Maximum Longevity Pay Per Month
<u>72 months through 119 months</u>	<u>\$275.00 per month</u>
120 months through 179 months	<del>\$575.00</del> <del>\$500.00</del> per month
180 months through 239 months	<del>\$1,150.00</del> <del>\$1,000.00</del> per month
240 months <u>or more</u>	<del>\$1,700.00</del> <del>\$1,500.00</del> per month



**MOD COUNTY PROPOSAL NO. 2**

**PDOCC**






**SECTION 5 – Salaries**



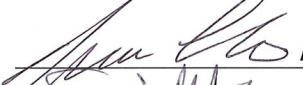



**Presented on: 3/13/2023**

Date: 3/14/23

**CONTRA COSTA COUNTY:**  
(Signature / Printed Name)

**PDOCC:**  
(Signature / Printed Name)

 1 SAMIR BISHT, MD  
 1 Sergio Urquy, MD  
 1 Andrea E Sandler MD  
 1 Dald Santal  
 1 TIA WILBORN  
1

 David Lee  
 1 Michel Amy, MD  
Nathan Brooks 1 Nathan Brooks  
 Keanna Chia MD  
 David Lee  
 1 Darleen Garcia  
 Rita Malik

7/14/2023

*Paul Baker*  
*2. Sergio*  
*Unzueta, MD*

*David MacDonald, MD*

CONTRA COSTA COUNTY HEALTH SERVICES  
PDOCC UNION NEGOTIATIONS 3 YEARS (11/1/22 - 10/31/25) - CONFIDENTIAL

*Andrea Escondido, MD*  
*Michel S. Amey*

INPUT CELLS ARE ORANGE

CURRENT PAY WITH PROPOSED INCREASES FOR MARKET ADJUSTMENT YEAR 1:

Specialty	Job Code	Current Step 2 (Max) Annual Salary Base (f)	Proposed Percentage Increase (%)	Proposed Increase	Proposed Annual Salary Base
Ambulatory Care Provider	VPT1	208,000	9.1%	18,928	226,928
Dentist	VPT2	177,908	10.7%	19,036	196,945
Emergency Medicine	VPS3	260,100	18.4%	47,858	307,958
Hospitalist	VPT3	237,211	8.9%	21,112	258,323
OBGYN Full Spectrum	VPS5	239,292	18.7%	44,748	284,040
OBGYN -FMOB	VPS6	216,403	10.9%	23,588	239,991
Optometrist	VPS7	126,929	10.3%	13,074	140,002
Oral Surgeon	VPS8	237,211	11.0%	26,093	263,304
Pathologist	VPT7	269,984	11.1%	29,968	299,952
Pediatrician	VPS9	238,252	9.1%	21,681	259,932
Pediatrician-Hospitalist	VPS0	216,403	10.9%	23,588	239,991
Primary Care Provider	VPW9/VPT5	239,000	8.8%	21,032	260,032
Primary Care Provider Limited	VPT6	239,000	8.8%	21,032	260,032
Psychiatrist (only employed) - Adult	VPT8	243,454	14.7%	35,788	279,241
Psychiatrist (only employed) - PEDS	VPT9	253,858	15.1%	38,332	292,190
Psychiatrist (only employed) - PES	VPT0	253,858	15.1%	38,332	292,190
Resident (1)	VP71	60,343	12.7%	7,664	68,007
Resident (2)	VP72	65,545	12.9%	8,455	74,001
Resident (3)	VP74	70,747	13.1%	9,268	80,015



COUNTY PROPOSAL NO. 7

PDOCC

Clean-Up Items

Presented on: 1/20/23

~~5.9 **Electronic Health Records Incentive Program.** The federal Medicaid (Medi-Cal) Electronic Health Records (“EHR”) Incentive Program (“EHR Incentive Program”) pursuant to the federal Health Information Technology for Economic Clinical Health (HITECH) Act provides incentive payments to an eligible professional (“EP”) for meaningful use of an EHR system. The terms “EHR Incentive Program,” “EHR,” “EP,” “meaningful use,” “adopt, implement, and upgrade (AIU),” and “incentive payments,” as used in this MOU, have the same meaning as those definitions in Part 495 of title 42 the Code of Federal Regulations. In furtherance of the goals of the EHR Incentive Program, EPs who are employed in classifications represented by PDOCC will do the following:~~

- ~~A. EPs will utilize the County’s certified EHR system, ccLink, in accordance with the meaningful use requirements of the EHR Incentive Program and any Health Services Department requirements. EPs will cooperate with any requests from the County to provide information, documentation, or validation of their meaningful use of ccLink.~~
- ~~B. EPs employed in classifications represented by PDOCC will reassign their EHR incentive payments to the County. The EPs will provide the County with any requested information and complete any necessary documentation to reassign their EHR incentive payments to the County.~~
- ~~C. The County shall defend, indemnify, and hold PDOCC harmless against any legal claims filed in any forum against PDOCC by EPs who are members of PDOCC that challenge whether PDOCC has legal authority to agree to a Memorandum of Understanding that requires EPs to reassign to the County their EHR incentive payments from the EHR Incentive Program pursuant to the HITECH Act. This provision will expire when the EHR Incentive Program ends in 2021. This provision, 5.9.C., is not subject to the grievance procedure.~~
- ~~D. Except as indicated in C., above, any disputes concerning the application and/or interpretation of section 5.9 shall be resolved through the grievance procedure of this MOU.~~

**12.8 Supplemental Life Insurance:** In addition to the life insurance benefits provided by this agreement, employees may subscribe voluntarily and at their own expense for supplemental life insurance. Employees may subscribe for an amount not to exceed five hundred thousand dollars (\$500,000), of which one hundred fifty thousand (~~\$150,000~~ 100,000) is a guaranteed issue, provided the election is made within the required enrollment periods.

Date: 3/19/2027

COUNTY PROPOSAL NO. 7

PDOCC

Clean-Up Items






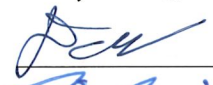

Presented on: 1/20/23

CONTRA COSTA COUNTY:

(Signature / Printed Name)

PDOCC:

(Signature / Printed Name)

 SAMIR B. SHAH MD	 David MacDonell MD
 Andrea F. Sandler MD	 Michel Shah MD
 Sergio Ursua MD	/
 David Senter	/
 MIA WILBOURN	/
/	/



COUNTY MOD2 PROPOSAL NO. 5

PDOCC

SECTION 9 – Sick Leave

Presented on: 1/12/23

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**SECTION 9 - SICK LEAVE**

**9.1 Purpose of Sick Leave.** The primary purpose of paid sick leave is to ensure employees against loss of pay for temporary absences from work due to illness or injury. It is a benefit extended by the County and may be used only as authorized; it is not paid time off which employees may use for personal activities.

**9.2 Credits to and Charges Against Sick Leave.** Sick leave credits accrue at the rate of eight (8) working hours credit for each completed month of service, as prescribed by County Salary Regulations and Memoranda of Understanding. Employees who work a portion of a month are entitled to a pro rata share of the monthly sick leave credit computed on the same basis as is partial month compensation.

Credits to and charges against sick leave are made in minimum amounts of one-tenth hour (6 minutes) increments.

Unused sick leave credits accumulate from year to year.

When an employee is separated other than through retirement, accumulated sick leave credits shall be cancelled unless separation is involuntary and related to budget reductions, in which case the employee may petition the County to restore accumulated credits if that employee is reemployed within two years.

As of the date of retirement, an employee's accumulated sick leave is converted to retirement on the basis of one day of retirement service credit for each day of accumulated sick leave credit.

**9.3 Policies Governing the Use of Paid Sick Leave.** As indicated above, the primary purpose of paid sick leave is to ensure employees against loss of pay for temporary absences from work due to illness or injury. The following definitions apply:

Immediate Family means and includes only the spouse, son, stepson, daughter, stepdaughter, father, stepfather, mother, stepmother, brother, sister, grandparent, grandchild, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, foster children, aunt, uncle, niece, nephew, cousin, stepbrother, stepsister, or domestic partner of an employee and/or includes any other person for whom the employee is the legal guardian or conservator, or any person who is claimed as a "dependent" for IRS reporting purposes by the employee.

Employee means any person employed by Contra Costa County in an allocated position in the County service.

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PDOCC

SECTION 9 – Sick Leave

Presented on: 1/12/23

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Paid Sick Leave Credits means those sick leave credits provided for by County Salary Regulations and memoranda of understanding.

Condition/Reason: With respect to necessary verbal contacts and confirmations which occur between the department and the employee when sick leave is requested or verified, a brief statement in non-technical terms from the employee regarding inability to work due to injury or illness is sufficient.

Accumulated paid sick leave credits may be used, subject to appointing authority approval, by an employee in pay status, but only in the following instances:

- a. Temporary Illness or Injury of an Employee. Paid sick leave credits may be used when the employee is off work because of a temporary illness or injury.
- b. Permanent Disability Sick Leave. Permanent disability means the employee suffers from a disabling physical injury or illness and is thereby prevented from engaging in any County occupation for which the employee is qualified by reason of education, training or experience. Sick leave may be used by permanently disabled employees until all accruals of the employee have been exhausted or until the employee is retired by the Retirement Board, subject to the following conditions:
  1. An application for retirement due to disability has been filed with the Retirement Board.
  2. Satisfactory medical evidence of such disability is received by the appointing authority within thirty (30) days of the start of use of sick leave for permanent disability.
  3. The appointing authority may review medical evidence and order further examination as deemed necessary, and may terminate use of sick leave when such further examination demonstrates that the employee is not disabled, or when the appointing authority determines that the medical evidence submitted by the employee is insufficient, or where the above conditions have not been met.
- c. Communicable Disease. An employee may use paid sick leave credits when under a physician's order to remain secluded due to exposure to a communicable disease.
- d. Sick Leave Utilization for Pregnancy Disability. Employees utilizing Pregnancy Disability Leave (PDL) and/or whose disability is caused or contributed to by pregnancy, miscarriage, abortion, childbirth, or recovery



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PDOCC

SECTION 9 – Sick Leave

Presented on: 1/12/23

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therefrom, shall be allowed to utilize sick leave credit to the maximum accrued by such employee during the period of such disability under the conditions set forth below:

1. Application for such leave must be made by the employee to the appointing authority accompanied by a written statement of disability from the employee's attending physician. The statement must address itself to the employee's general physical limitations having considered the nature of the work performed by the employee, and it must indicate the date of the commencement of the disability as well as the date the physician anticipates the disability to terminate.
  2. ~~If an employee does not apply for leave and the appointing authority believes that the employee is not able to properly perform her work or that her general health is impaired due to disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth or recovery therefrom the employee shall be required to undergo a physical examination by a physician selected by the County. Should the medical report so recommend, a mandatory leave shall be imposed upon the employee for the duration of the disability.~~ No employee who can continue to perform the essential functions of their position with or without reasonable accommodation will be forced to go on PDL before they request to do so. If an employee's health care provider recommends that the employee receive pregnancy related accommodations, the appointing authority and employee will engage in an interactive process to determine whether reasonable accommodations can be made to allow the employee to continue working.
  3. ~~Sick leave may not be utilized after the employee has been released from the hospital unless the employee has provided the County with a written statement from her attending physician stating that her disability continues and the projected dates of the employee's recovery from such disability.~~ If all accrued sick leave has been utilized by the employee, the employee shall be considered on an approved leave without pay unless the employee chooses to use vacation or other non-sick leave accruals up to the maximum amount of PDL the employee is entitled to under State and/or Federal law.
- e. Medical and Dental Appointments. An employee may use paid sick leave credits:

COUNTY MOD2 PROPOSAL NO. 5

PDOCC

SECTION 9 – Sick Leave

Presented on: 1/12/23

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1. For working time used in keeping medical and dental appointments for the employee's own care; and
  2. For working time used by an employee for prescheduled medical and dental appointments for an immediate family member.
- f. Emergency Care of Family. An employee may use paid sick leave credits for working time used in cases of illness or injury to an immediate family member.
- g. Death of Family Member. An employee may use paid sick leave credits for working time used because of a death in the employee's immediate family or of the employee's domestic partner, but this shall not exceed three working days, plus up to two days of work time for necessary travel. Use of additional accruals including sick leave when appropriate may be authorized in conjunction with the bereavement leave at the discretion of the appointing authority.
- h. Baby/Child Bonding ~~Legal Adoption of a Child. Paid sick leave credits may be used by an employee upon adoption of the child.~~ To bond with the employee's newborn or placement of a child in an employee's family through adoption or foster care, an employee eligible for baby/child bonding leave pursuant to the Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) may use sick leave credits for such baby/child bonding leave.
- i. Accumulated paid sick leave credits may not be used in the following situations:
1. Vacation. Paid sick leave credits may not be used for an employee's illness or injury which occurs while he/she is on vacation but the County Administrator may authorize it when extenuating circumstances exist and the appointing authority approves.
  2. Not in Pay Status. Paid sick leave credits may not be used when the employee would otherwise be eligible to use paid sick leave credits but is not in pay status.

**9.4 Administration of Sick Leave.** The proper administration of sick leave is a responsibility of the employee and the department head. Unless otherwise provided in the supplemental sections of this MOU, the following procedures apply:

- a. Employee Responsibilities



COUNTY MOD2 PROPOSAL NO. 5

PDOCC

SECTION 9 – Sick Leave

Presented on: 1/12/23

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1. Employees are responsible for notifying their department of an absence prior to the commencement of their work shift or as soon thereafter as possible. Notification shall include a statement that the absence is due to a medical condition and possible duration of the absence.
  2. Employees are responsible for keeping their department informed on a continuing basis of their condition and probable date of return to work.
  3. Employees are responsible for obtaining advance approval from their supervisor for the scheduled time of pre-arranged personal or family medical and dental appointment.
  4. Employees are encouraged to keep the department advised of (1) a current telephone number to which sick leave related inquiries may be directed, and (2) any condition(s) and/or restriction(s) that may reasonably be imposed regarding specific locations and/or persons the department may contact to verify the employee's sick leave.
- b. Department Responsibilities. The use of sick leave may properly be denied if these procedures are not followed. Abuse of sick leave on the part of the employee is cause for disciplinary action.

Departmental approval of sick leave is a certification of the legitimacy of the sick leave claim. The department head or designee may make reasonable inquiries about employee absences. The department may require medical verification for an absence of three (3) or more working days. The department may also require medical verification for absences of less than three (3) working days for probable cause if the employee had been notified in advance in writing that such verification was necessary. Inquiries may be made in the following ways:

1. Calling the employee's residence telephone number or other contact telephone number provided by the employee if telephone notification was not made in accordance with departmental sick leave call-in guidelines. These inquiries shall be subject to any restrictions imposed by the employee.
2. Obtaining the employee's signature on the Absence/Overtime Record, or on another form established for that purpose, as employee certification of the legitimacy of the claim.

COUNTY MOD2 PROPOSAL NO. 5

PDOCC

SECTION 9 – Sick Leave

Presented on: 1/12/23

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3. Obtaining the employee's written statement regarding the sick leave claim and duration.
  4. Requiring the employee to obtain a physician's certificate or verification of the employee's illness, date(s) the employee was incapacitated, and the employee's ability to return to work, as specified above.
  5. In absences of an extended nature, requiring the employee to obtain from their physician a statement of progress and anticipated date on which the employee will be able to return to work, as specified above.

Department heads are responsible for establishing timekeeping procedures which will ensure the submission of a time card covering each employee absence and for operating their respective offices in accordance with these policies and with clarifying regulations issued by the Office of the County Administrator.

To help assure uniform policy application, the Human Resources Director or designated management staff of the County Human Resources Department should be contacted with respect to sick leave determinations about which the department is in doubt.

**9.5 Disability.**

- A. An employee physically or mentally incapacitated for the performance of duty is subject to dismissal, suspension or demotion, subject to the County Employees Retirement Law of 1937. An appointing authority after giving notice may place an employee on leave if the appointing authority has filed an application for disability retirement for the employee, or whom the appointing authority believes to be temporarily or permanently physically or mentally incapacitated for the performance of the employee's duties.
- B. An appointing authority who has reasonable cause to believe that there are physical or mental health conditions present in an employee which endanger the health or safety of the employee, other employees, or the public, or which impair the employee's performance of duty, may order the employee to undergo at County expense and on the employees paid time a physical, medical examination by a licensed physician and/or a psychiatric examination by a licensed physician or psychologist, and receive a report of the findings on such examination. If the examining physician or psychologist recommends that treatment for physical or mental health problems, including leave, are in the best interests of the employee or the County in relation to the employee overcoming any



COUNTY MOD2 PROPOSAL NO. 5

PDOCC

SECTION 9 – Sick Leave

Presented on: 1/12/23

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disability and/or performing his or her duties the appointing authority may direct the employee to take such leave and/or undergo such treatment.

- C. Leave due to temporary or permanent disability shall be without prejudice to the employee's right to use sick leave, vacation, or any other benefit to which the employee is entitled other than regular salary. The Human Resources Director may order lost pay restored for good cause and subject to the employee's duty to mitigate damages.
- D. Before an employee returns to work from any absence for illness or injury, other leave of absence or disability leave, exceeding two weeks in duration, the appointing authority may order the employee to undergo at County expense a physical, medical, and/or psychiatric examination by a licensed physician, and may consider a report of the findings on such examination. If the report shows that such employee is physically or mentally incapacitated for the performance of duty, the appointing authority may take such action as he/she deems necessary in accordance with appropriate provisions of this MOU.

**9.6 Workers' Compensation.** A permanent non-safety employee shall continue to receive the appropriate percent of regular monthly salary during any period of compensable temporary disability absence not to exceed one year. For all accepted claims filed with the County on or after January 1, 2008, the percentage of regular monthly salary for employees entitled to Workers' Compensation shall be seventy-five percent (75%). If Workers' Compensation becomes taxable, the parties shall meet and confer with respect to the salary continuation and funding of the increased cost.

- A. Waiting Period. There is a three (3) calendar day waiting period before Workers' Compensation benefits commence. If the injured worker loses any time on the day of injury, that day counts as day one (1) of the waiting period. If the injured worker does not lose time on the date of injury, the waiting period will be the first three (3) calendar days the employee does not work as a result of the injury. The time the employee is scheduled to work during this waiting period will be charged to the employee's sick leave and/or vacation accruals. In order to qualify for Workers' Compensation the employee must be under the care of a physician. Temporary compensation is payable on the first three (3) days of disability when the injury necessitates hospitalization, or when the disability exceeds fourteen (14) days.
- B. Continuing Pay. A permanent employee shall receive the appropriate percentage as outlined above of regular monthly salary during any period of compensable temporary disability not to exceed one year. Payment of continuing pay and/or temporary disability compensation shall be made in

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accordance with Part 2, Article 3 of the Workers' Compensation Laws of California. "Compensable temporary disability absence" for the purpose of this Section, is any absence due to work connected disability which qualifies for temporary disability compensation as set forth in Part 2, Article 3 of the Workers' Compensation Laws of California. When any disability becomes medically permanent and stationary and/or reaches maximum medical improvement, the salary provided by this Section shall terminate. No charge shall be made against sick leave or vacation for these salary payments. Sick leave and vacation rights shall not accrue for those periods during which continuing pay is received.

Employees shall be entitled to a maximum of one (1) year of continuing pay benefits for any one injury or illness.

- C. Continuing pay begins at the same time that temporary Workers' Compensation benefits commence and continues until either the member is declared medically permanent/stationary and/or reaches maximum medical improvement, or until one (1) year of continuing pay, whichever comes first provided the employee remains in an active employed status. Continuing pay is automatically terminated on the date an employee is separated from County service by resignation, retirement, layoff, or the employee is no longer employed by the County. In these instances, employees will be paid Workers' Compensation benefits as prescribed by Workers' Compensation laws. All continuing pay will be cleared through the County Administrator's Office, Risk Management Division.

Whenever an employee who has been injured on the job and has returned to work is required by an attending physician to leave work for treatment during working hours, the employee shall be allowed time off up to three (3) hours for such treatment without loss of pay or benefits, provided the employee notifies his/her supervisor of the appointment at least three (3) working days prior to the appointment or as soon as the employee becomes aware the appointment has been made. Said visits are to be scheduled contiguous to either the beginning or end of the scheduled work day whenever possible. This provision applies only to injuries/illnesses that have been accepted by the County as work related.

- D. If an injured employee remains eligible for temporary disability beyond one year, applicable salary will continue by integrating sick leave and/or vacation accruals with workers' compensation benefits (vacation charges to be approved by the department and the employee). If salary integration is no longer available, workers' compensation benefits will be paid directly to the employee as prescribed by workers' compensation laws.



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- E. Health Insurance. The County contribution to the employee's group insurance plan(s) continues during the continuing pay period and during integration of sick leave or vacation with workers' compensation benefits.
- F. Method of Integration. An employee's sick leave and/or vacation charges shall be calculated as follows:

$$C = 8 [1 - (W \div S)]$$

C = Sick leave or vacation charge per day (in hours)

W = Statutory Workers' Compensation for a month

S = Monthly salary

For example: W = \$960.00/mo. Workers' Compensation

S = \$1667.00 per month salary

8 = 8 hours

C = Hours to be charged to Sick Leave

C =  $8 \cdot 1 - (\$960 \div \$1,667)$

C =  $8 \cdot 1 - (.5758)$

C =  $8 (.4242)$

C = 3.39

3 hours chargeable to sick leave

5 hours chargeable to Workers' Comp.

**9.7 Accrual During Leave Without Pay.** No employee who has been granted a leave without pay or an unpaid military leave shall accrue any sick leave credits during the time of such leave nor shall an employee who is absent without pay accrue sick leave credits during the absence.

**9.8 State Disability Insurance General Provisions.** ~~Upon notification from PDOCC of the bargaining unit decision to participate in the California State Disability Insurance (SDI) program, the County will work with PDOCC to facilitate participation.~~ Contra Costa County participates in the State Disability Insurance (SDI) Program, subject to the rules and procedures established by the State of California. The County augments the SDI program with its SDI Integration Program. Changes to the State Disability Insurance program could affect the County's SDI Integration Program. Determination of SDI payments and eligibility to receive payments is at the sole discretion of the State of California. Employees eligible for SDI benefits are required to apply for SDI benefits and to have those benefits integrated with the use of their sick leave accruals on the following basis:

"Integration" means that employees are required to use their sick leave accruals to supplement the difference between the amount of the SDI payment and the employee's base monthly salary to the extent that the total payment does not exceed the employee's base monthly salary. Integration of sick leave with the SDI benefit is automatic and cannot be waived. Integration applies to all SDI benefits paid. For employees off work, on disability, and receiving SDI, the

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employee's County Department will make appropriate integration adjustments, including retroactive adjustments, if necessary. Employees must inform their Department of their application for SDI in a timely manner in order for the Department to make appropriate integration adjustments. SDI benefit payments will be sent directly to the employee by the State of California.

When there are insufficient sick leave accruals available to fully supplement the difference between the SDI payment and the employee's base monthly salary, accruals other than sick leave may be used to supplement the difference between the amount of the SDI payment and the employee's base monthly salary. These accruals may be used only to the extent that the total payment does not exceed the employee's base monthly salary.

A. Procedures. Employees with more than 1.2 hours of sick leave accruals at the beginning of the disability integration period must integrate their sick leave accrual usage with their SDI benefit to the maximum extent possible.

When employees have 1.2 hours or less of sick leave accruals at the beginning of the disability integration period, the Department will automatically use 0.1 hours of sick leave per month for the duration of their SDI benefit.

When the SDI benefit is exhausted, integration terminates. The employee then may continue to use sick leave without integration and/or other accruals.

When sick leave accruals are totally exhausted, integration with the SDI benefit terminates. An employee may choose to use any other accruals without reference to the SDI Integration Program.

Employees with no sick leave balance at the beginning of their SDI integration period may use any other accruals without reference to the SDI Integration Program. Employees whose SDI claims are denied must present a copy of their claim denial to their Department. The Department will then authorize the use of unused sick leave and/or other accruals as appropriate.

B. Method of Integration. For purposes of integration with the SDI program, all full-time employees' schedules will be converted to eight (8) hour/five (5) day weekly work schedules during the period of integration.

The formula for full-time employees' sick leave integration charges is as follows:

$$L = [(S - D) \div S] \times 8$$

S = Employee Base Monthly Salary

H = Estimated Highest Quarter (3-mos) Earnings [H = S x 3]

W = Weekly SDI Benefit from State of California SDI Weekly Benefit Table



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C = Calendar Days in Each Month

D = Estimated Monthly SDI Benefit [d = (W ÷ 7) x C]

L = Sick Leave Hours Charged per Day

Permanent part-time employees, permanent-intermittent employees, and full-time employees who are working a light/limited duty reduced schedule, will have their sick leave integration adjusted accordingly.

C. Definition. "Base Monthly Salary", for purposes of the SDI Integration program, is defined as the salary amount of the employee's step on the salary schedule of the employee's classification at the time of integration.

Date: 1/12/23

CONTRA COSTA COUNTY:

(Signature / Printed Name)

PDOCC:

(Signature / Printed Name)

[Signature] / Sergio Urcey, MD

[Signature] / Andreea Sandler

[Signature] / Stacey Cui

[Signature] / Samir Shah

[Signature] / Sullivan, Gabriela

[Signature] / TIA WILSON

/

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[Signature] / David Macdonald

[Signature] / David Lee

[Signature] / Michel SAM, MD

[Signature] / Joanna Chin

[Signature] / Shanna Milne-Pira

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COUNTY MOD2 PROPOSAL NO. 6

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SECTION 10 – Leave of Absence

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**SECTION 10 - LEAVE OF ABSENCE**

**10.1 Leave Without Pay.** Any employee who has permanent status may be granted a leave of absence without pay upon written request, approved by the appointing authority; ~~provided, however, that leaves for pregnancy, pregnancy disability, serious health conditions, and family care~~ Leaves under the Pregnancy Disability Leave Act (PDL), Family and Medical Leave Act (FMLA), and California Family Rights Act (CFRA) shall will be granted as long as all eligibility requirements are met in accordance with applicable state and federal law and Section 10.4.

**10.2 General Administration - Leaves of Absence (Non Statutory).** Requests for leave of absence without pay shall be made in writing upon forms prescribed by the Director of Human Resources and shall state specifically the reason for the request, the date when it is desired to begin the leave, and the probable date of return.

~~Insofar as pregnancy disability leave is used under Section 9.3.d – Sick Leave Utilization for Pregnancy Disability, that time will not be considered a part of the eighteen (18) week family leave period. Additionally, an employee may choose to remain in a pay status by using available sick leave (under conditions specified in Section 9.3 – Policies Governing the Use of Paid Sick Leave), vacation, floating holiday or compensatory time off entitlements during the eighteen (18) week family leave; however, use of accruals must be on a continuous basis from the beginning of the family leave period and may not be broken into segments used on a monthly basis. Family leave must be requested at least thirty (30) days prior to the scheduled leave commencement date unless an exigency arises.~~

A. Leave without pay may be granted for any of the following reasons that are not otherwise covered by FMLA, CFRA, and PDL:

1. Employee's own illness, disability, or serious health condition;
2. Pregnancy or pregnancy disability;
3. To bond with the employee's newborn or with a child who is placed in an employee's family for adoption or foster care;
34. Family care; to care for a spouse, child, parent, or domestic partner, as defined in Section 10.8, who has a serious health condition;
45. To take a course of study such as will increase the employee's usefulness on return to the position;



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- ~~56.~~ For other reasons or circumstances acceptable to the appointing authority.
- B. An employee must request ~~family care~~ a leave of absence at least thirty (30) days before the leave is to begin if the need for the leave is foreseeable. If the need is not foreseeable, the employee must provide written notice to the employer ~~within five (5) days of learning of the event by which the need for family care leave arises~~ of the need for leave as soon as possible and practical.
- C. A leave ~~without pay~~ may be for period not to exceed one (1) year, provided the appointing authority may extend such leave for additional periods. Procedure in granting extensions shall be the same as that in granting the original leave, provided that the request for extension must be made not later than thirty (30) calendar days before the expiration of the original leave.
- ~~D. Nevertheless, a leave of absence for the employee's serious health condition or for family care (FMLA) shall be granted to an employee who so requests it for up to eighteen (18) weeks during a "rolling" twelve (12) month period measured backward from the date the employee uses his/her FMLA leave in accordance with Section 10.4 – Family Care Leave or Medical Leave, below.~~
- DE. Whenever an employee who has been granted a leave ~~without pay~~ of absence desires to return before the expiration of such leave, the employee shall ~~submit a request~~ provide notice to the appointing authority in writing at least ~~fifteen (15)~~ two (2) days in advance of the proposed return. ~~Early return is subject to prior approval by the appointing authority.~~ The Human Resources Department shall be notified promptly of such return.
- EF. ~~Except in the case of leave of absence due to family care, pregnancy, pregnancy disability, illness, disability, or serious health condition,~~ Ithe decision of the appointing authority ~~on granting or to~~ denying leave or early return from leave shall be subject to appeal to the Director of Human Resources ~~Director~~ and not subject to appeal through the grievance procedure set forth in this MOU.

**10.3 Military Leave.** Any employee who is ordered to serve as a member of the State Militia or the United States Army, Navy, Air Force, Marine Corps, Coast Guard or any division thereof shall be granted a military leave for the period of such service, plus ninety (90) days. Additionally, any employee who volunteers for service during a mobilization under Executive Order of the President or Congress of the United States and/or the State Governor in time of emergency,

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shall be granted a leave of absence in accordance with applicable federal or state laws. Upon the termination of such service or upon honorable discharge, the employee shall be entitled to return to ~~his/her~~ their position in the classified service provided such still exists and the employee is otherwise qualified, without any loss of standing of any kind whatsoever.

An employee who has been granted a military leave shall not, by reason of such absence, suffer any loss of vacation, holiday, or sick leave privileges which may be accrued at the time of such leave, nor shall the employee be prejudiced thereby with reference to salary adjustments or continuation of employment. For purposes of determining eligibility for salary adjustments, time on military leave shall be considered as time in County service.

Any employee who has been granted a military leave, may upon return, be required to furnish such evidence of performance of military service or of honorable discharge as the Director of Human Resources may deem necessary.

**10.4 ~~Family Care Leave or Medical Leave~~ Leaves Pursuant to Family and Medical Leave Act (FMLA), California Family Rights Act (CFRA), & Pregnancy Disability Leave Act (PDL).**

- A. FMLA: Upon request to the appointing authority, ~~during a “rolling” twelve (12) month period measured backward from the date an employee uses his/her FMLA leave,~~ any employee who ~~has permanent status~~ meets the legal eligibility requirements for FMLA shall be entitled to at least ~~eighteen (18) weeks~~ twelve (12) weeks of FMLA ~~(less if so requested by the employee) leave for:~~ which will be extended for up to an additional six (6) weeks of leave with the same FMLA protections, for a total of eighteen (18) weeks during a rolling twelve (12) month period (measured backward from the date an employee uses any FMLA leave), less if so requested by the employee, for a qualifying reason in accordance with federal laws. FMLA leave will run concurrently with CFRA and PDL leaves to the extent permitted by law.
- B. CFRA: Upon request of the appointing authority, any employee who meets the legal eligibility requirements for CFRA shall be entitled to at least twelve (12) weeks of CFRA leave during a rolling twelve (12) month period, measured backward from the date an employee uses any CFRA leave (less if so requested by the employee), for a qualifying reason in accordance with state law. CFRA leave will run concurrently with FMLA leave to the extent permitted by law, except that CFRA leave will not run concurrently with pregnancy disability leave under the PDL.
- C. PDL: Upon request of the appointing authority, any employee who meets the legal eligibility requirements for PDL shall be entitled to up to four (4)



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months of PDL as provided in state law. PDL leave will not run concurrently with CFRA leave.

- ~~a. Medical leave of absence for the employee's own serious health condition which makes the employee unable to perform the functions of the employee's position; or~~
- ~~b. family care leave of absence without pay for reason of the birth of a child of the employee, the placement of a child with an employee in connection with the adoption or foster care of the child by the employee, or the serious illness or health condition of a child, parent, spouse, or domestic partner of the employee.~~

**10.5 Medical Certification.** The employee may be asked to provide medical certification of the need for family care, pregnancy disability, or medical leave pursuant to 10.2.A above, or for FMLA, CFRA and/or PDL. ~~Additional period(s) of~~ Leave for periods of family care, pregnancy disability, or medical leave that are not covered by the FMLA, CFRA, or PDL, or that exceed the leave allowed under the FMLA, CFRA, and/or PDL, may be granted ~~by~~ at the discretion of the appointing authority.

**10.6 Intermittent Use of Leave.** The ~~eighteen (18)-week~~ FMLA/CFRA/PDL entitlement may be in broken periods, intermittently on a regular or irregular basis, or may include reduced work schedules depending on the specific circumstances and situations surrounding the request for leave.

The ~~eighteen (18)-week~~ leave may include use of appropriate available paid leave accruals when accruals are used to maintain pay status, but use of such accruals is not required beyond that specified in Section 10.811 – Leave Without pay – Use of Accruals below. When paid leave accruals are used for ~~a medical or family care leave~~ FMLA, CFRA, and/or PDL, such time shall be counted as a part of the ~~eighteen (18)-week~~ leave entitlement.

**10.7 Aggregate Use for Spouses for FMLA Only.** ~~In the situation where husband and wife are both employed by the County, the family care of medical leave entitlement based on the birth, adoption or foster care of a child is limited to an aggregate for both employees together of eighteen (18) weeks during a “rolling” twelve (12) month period measured backward from the date the employee uses his/her FMLA leave.~~ Employees requesting ~~family care~~ FMLA leave for birth, adoption, or foster care of a child are required to advise their appointing authority(ies) when their spouse is also employed by the County. A determination will then be made as to whether the FMLA leave is limited to an aggregate amount for both employees as provided in the FMLA. Limitation on use of FMLA by

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spouses under this paragraph does not limit use of CFRA for these same purposes by spouses for which they may be separately eligible.

**10.8 Definitions.** For medical and family care leaves of absence under ~~s~~Section 10.2.A, the following definitions apply: FMLA, CFRA, and PDL definitions will be as set forth in state and federal laws.

Child: A biological, adopted, or foster child, stepchild, legal ward, conservatee or a child who is under eighteen (18) years of age for whom an employee stands in loco parentis or for whom the employee is the guardian or conservator or an adult dependent child of the employee.

Parent: A biological, foster, or adoptive parent, a stepparent, legal guardian, conservator, or other person standing in loco parentis to a child.

Spouse: A partner in marriage as defined in California ~~Civil~~ Family Code Section ~~4400~~ 300.

Domestic Partner: An unmarried person, eighteen (18) years or older, to whom the employee is not related and with whom the employee resides and shares the common necessities of life.

Serious Health Condition: An illness, injury, impairment, or physical or mental condition which warrants the participation of a family member to provide care during a period of treatment or supervision and involves either inpatient care in a hospital, hospice or residential health care facility or continuing treatment or continuing supervision by a health care provider (e.g., physician or surgeon) as defined by state and federal law.

Certification for ~~Family-Care~~ Medical Leave: When requesting medical leave (including FMLA/CFRA leave) for the employee or employee's family member, the employee must provide a ~~A~~ written ~~communication~~ medical certification to the employer from a health care provider of a person for whose care the leave is being taken or for the employee's own serious health condition, which need not identify the diagnosis or serious health condition involved, but shall contain:

1. the date, if known, on which the serious health condition commenced;
2. the probable duration of the condition;
3. for family care, an estimate of the frequency and duration of the leave required to ~~amount of time which the employee needs to~~ render care or supervision for the family member;



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4. for an employee's serious health condition, a statement whether the employee is able to work, or is unable to perform one or more of the essential functions of their position; ~~that the serious health condition warrants the participation of a family member to provide care during period of treatment or supervision;~~
  5. if for intermittent leave or a reduced work schedule leave, the certification should indicate ~~that~~ the intermittent leave or reduced leave work schedule is necessary is needed for the employee's serious health condition or for the care of the employee's family member, ~~individual or will assist in their recovery~~, and its expected duration.

~~Certification for Medical Leave: A written communication from a health care provider of an employee with a serious health condition or illness, to the employer, which need not identify the serious health condition involved, but shall contain:~~

- ~~1. the date, if known, on which the serious health condition commenced;~~
- ~~2. the probable duration of the condition;~~
- ~~3. a statement that the employee is unable to perform the functions of the employee's job;~~
- ~~5. if for intermittent leave or a reduced work schedule leave, the certification should indicate the medical necessity for the intermittent leave or reduced leave schedule and its expected duration.~~

~~Comparable Position: A position with the same or similar duties and pay which can be performed at the same or similar geographic location as the positions held prior to the leave. Ordinarily, the job assignment will be the same duties in the same program area located in the same city, although specific clients, caseload, co-workers, supervisor(s), or other staffing may have changed during an employee's leave.~~

~~**10.5 Pregnancy Disability Leave.** Insofar as pregnancy disability leave is used under Section 9.3.d – Sick Leave Utilization for Pregnancy Disability, that time will not be considered a part of the eighteen (18) week family care leave period.~~

**10.69 Group Health Plan Coverage.** Employees who were members of one of the group health plans prior to commencement of their leave of absence can maintain their health plan coverage with the County contribution by maintaining their employment in pay status as described in Section 10.811 - Leave Without Pay-Use of Accruals, below. During the ~~eighteen (18) weeks of an~~ approved

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FMLA, CFRA, or PDL leave ~~medical or family care leave under Section 10.4 – Family Care Leave or Medical Leave, above~~, the County will continue its contribution for such health plan coverage even if accruals are not available for use to maintain pay status as required under Section 10.811 – Leave Without Pay-Use of Accruals. In order to maintain such coverage, employees are required to pay timely the full employee contribution to maintain their group health plan coverage, either through payroll deduction or by paying the County directly.

**10.710 Unauthorized Absence.** An unauthorized absence from the work site or failure to report for duty after a leave request has been disapproved, revoked, or cancelled by the appointing authority, or at the expiration of a leave, shall be without pay. Such absence may also be grounds for disciplinary action.

**10.811 Leave Without Pay - Use of Accruals.**

- A. All Leaves of Absence. During the first twelve (12) month period of any leave of absence without pay, an employee may elect to maintain pay status each month by using available sick leave (if so entitled under Section 9.3 - Policies Governing the Use of Paid Sick Leave), vacation, floating holiday, compensatory time off or other accruals or entitlements; in other words, during the first twelve (12) months, a leave of absence without pay may be "broken" into segments and accruals used on a monthly basis at the employee's discretion. After the first twelve (12) months, the leave period may not be "broken" into segments and accruals may not be used, except when required by ~~LTD Benefit Coordination SDI/Sick Leave Integration~~ or as provided in the sections below.
- ~~B. Family Care or Medical Leave. During the eighteen (18) weeks of an approved medical or family care leave, if a portion of that leave will be on a leave of absence without pay, the employee will be required to use at least 0.1 hour of sick leave (if so entitled under Section 9.3 – Policies Governing the Use of Paid Sick Leave), vacation, floating holiday, compensatory time off or other accruals or entitlements if such are available, although use of additional accruals is permitted under subsection A above.~~
- CB. Leave of Absence/Long Term Disability (LTD) Benefit Coordination. An eligible employee who files an LTD claim and concurrently takes a leave of absence without pay will be required to use accruals during the LTD waiting period. After the LTD waiting period, an eligible employee may choose to maintain further pay status only as allowed under Section 10.11.A (All Leaves of Absence) herein. However, LTD benefit payments will be reduced by any accruals used. as provided in Section B herein during the eighteen (18) week entitlement period of a medical leave



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~~specified in Section 10.4 – Family Care Leave or Medical Leave above. If an eligible employee continues beyond the eighteen (18) week entitlement period on a concurrent leave of absence/LTD claim, the employee may choose to maintain further pay status only as allowed under subsection A herein.~~

- D.C. Sick leave accruals may not be used during any leave of absence, except as allowed under Section 9.3 - Policies Governing the Use of Paid Sick Leave.

**10.912 Leave of Absence Replacement and Reinstatement.**

A. Non-Statutory Leaves: Any permanent employee who requests reinstatement to the classification held by the employee in the same department at the time the employee was granted a leave of absence, shall be reinstated to a position in that classification and department.

B. Statutory Leaves: An employee's right to reinstatement to the same or equivalent position at the end of an FMLA, CFRA, or PDL leave will be provided for in accordance with the applicable law(s).

~~**10.10 Reinstatement from Family Care Medical Leave.** In the case of a family care or medical leave, an employee on a 5/40 schedule shall be reinstated to the same or comparable position if the return to work is after no more than 90 work days of leave from the initial date of a continuous leave, including use of accruals, or within the equivalent on an alternate work schedule. A full time employee taking an intermittent or reduced work schedule leave shall be reinstated to the same or comparable position if the return to work on a full schedule is after no more than 720 hours, including use of accruals, of intermittent or reduced schedule leave. At the time the original leave is approved, the appointing authority shall notify the employee in writing of the final date to return to work, or the maximum number of hours of leave, in order to guarantee reinstatement to the same or comparable position. An employee on a schedule other than 5/40 shall have the time frame for reinstatement to the same or comparable position adjusted on a pro rata basis.~~

**10.143 Salary Review While on Leave of Absence.** The salary of an employee who is on leave of absence from a County position on any anniversary date and who has not been absent from the position on leave without pay more than six (6) months during the preceding year shall be reviewed on the anniversary date. Employees on military leave shall receive salary increments that may accrue to them during the period of military leave.

**10.124 Furlough Days Without Pay.** Subject to the prior written approval of the appointing authority, employees may elect to take furlough days or hours without

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pay (pre-authorized absence without pay), up to a maximum of fifteen (15) calendar days for any one period. Longer pre-authorized absences without pay are considered leaves of absence without pay. Employees who take furlough time shall have their compensation for the portion of the month worked computed in accord with Section 5.6 - Compensation for Portion of Month of this MOU. Full time and part time employees who take furlough time shall have their vacation, sick leave, floating holiday and any other payroll-computed accruals computed as though they had worked the furlough time. When computing vacation, sick leave, floating holiday and other accrual credits for employees taking furlough time, this provision shall supersede Section 7 - Holidays, Subsection 7.1.b, Section 8 - Vacation Allowance, and Section 9 - Sick Leave, of this MOU regarding the computation of vacation, sick leave, floating holiday and other accrual credits as regards furlough time only. For payroll purposes, furlough time (absence without pay with prior authorization of the appointing authority) shall be reported separately from other absences without pay to the Auditor-Controller. The existing VTO program shall be continued for the life of the contract.

10.125 Unpaid Sabbatical Leave. Unit members with six (6) years or more of service credit may take up to 120 calendars days of unpaid leave of absence every six (6) years, if an appropriate fill-in provider is available to assume the unit member's regular responsibilities. This leave is subject to the approval of the Health Services Director or designee who will consider the timing of the leave and the suitability of the replacement clinician. This provision is not grievable.

Employees on unpaid sabbatical leave shall not accrue any vacation, floating holiday or sick leave credit during this time, nor shall they be paid for County holidays. In order to continue their health benefits during this time, the employee must pay both the County and their share of the health care premium cost.

Employees must request such leave in writing to the Health Services Director, including the dates of leave and name of fill-in provider(s), at least ninety (90) calendar days before the beginning of requested leave. Management will provide a written reply within thirty (30) calendar days of the date of receipt of the request, including an explanation if the request is denied.

Date: 1/12/23

CONTRA COSTA COUNTY: (Signature / Printed Name)

[Signature] Sergio Chouyamb  
[Signature] Andreea Sandler

PDOCC: (Signature / Printed Name)

[Signature] David MacDonnell MD  
[Signature] David Lee  
[Signature] Michel SAM MD


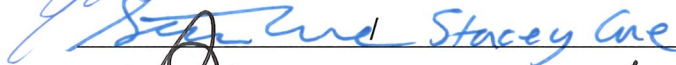
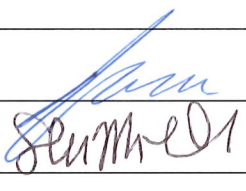
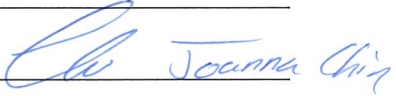
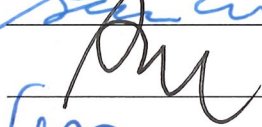
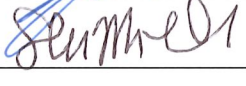
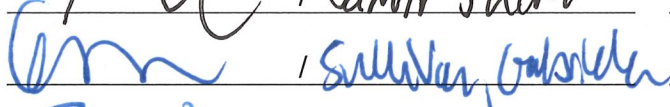



COUNTY MOD2 PROPOSAL NO. 6

PDOCC

SECTION 10 – Leave of Absence

Presented on: 1/12/23

	/		/
 Stacey Cae	/		/  Joanna Chin
 Semir Sheth	/	 Shama Nino-Price	/
 Sullivan, Galsider	/		/
 TIA WILSON	/		/
	/		/

TENTATIVE AGREEMENT for U12  
PDOCC  
SECTION 2 – Organization Security  
Presented on: \_\_\_\_\_

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**SECTION 2 - ORGANIZATION UNION SECURITY**

**2.1 Dues Deduction.** Pursuant to Board of Supervisors' Resolution 81/1165, only a majority representative may have dues deduction and as such PDOCC has the exclusive privilege of dues deduction ~~or agency fee deduction~~ for all employees in its units.

~~**[FORMER SECTION 2.6] Notification of Dues Deduction Changes.**~~

PDOCC shall regularly provide the County with the names of employees for whom dues deductions should be initiated, changed, or discontinued pursuant to this section in a manner that has been mutually agreed upon by the County and PDOCC and set forth in a separate protocol document. PDOCC will submit a spreadsheet in an agreed upon format to the Office of the Auditor-Controller via email. Requests for dues deductions received by the Auditor-Controller by the close of business at least five (5) business days prior to the end of the pay period will be implemented in the following pay period. PDOCC certifies that it will only send requests to initiate dues deductions for employees who have authorized the deductions.

Requests to authorize dues/other deductions, or requests to change status regarding such deductions, shall be directed to the Union rather than the County; where an employee contacts the County regarding such requests, the County will notify the employee to directly contact the Union. The County shall rely on the Union's explanations as submitted by a representative of the Union who has authority to bind the Union, regarding whether an authorization/change in dues or other deductions has been requested by an employee.

The ~~Organization Union~~ shall indemnify, defend, and save the County harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability that arise out of or by reason of this ~~organization security~~ section, or action taken or not taken by the County under this Section. This includes, but is not limited to, the County's attorneys' fees and costs. The provisions of this subsection shall not be subject to the grievance procedure following the adoption of this MOU by the County Board of Supervisors.

~~**2.6 Notification of Dues Deduction Changes.** PDOCC shall regularly provide the County with the names of employees for whom dues deductions should be initiated, changed, or discontinued pursuant to this section in a manner that has been mutually agreed upon by the County and PDOCC and set forth in a separate protocol document. PDOCC will submit a spreadsheet in an agreed upon format to the Office of the Auditor-Controller via email. Requests for dues deductions received by the Auditor-Controller by the close of business at least five (5) business days prior to the end of the pay period will be implemented in~~

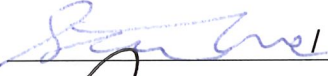




**TENTATIVE AGREEMENT for U12  
PDOCC  
SECTION 2 – Organization Security  
Presented on: \_\_\_\_\_**







~~the following pay period. PDOCC certifies that it will only send requests to initiate dues deductions for employees who have authorized the deductions.~~

Date: 10/5/2022

**CONTRA COSTA COUNTY:**  
(Signature / Printed Name)

 / Stacy Cue  
 / Samir Shah  
 / TIA WILBORN  
 /  
 /  
 /

**PDOCC:**  
(Signature / Printed Name)

 / David MacDonald  
 / Darleen Garcia  
 / David Lee  
Nathan P/S / Nathan Brooks  
 / Michel Sam  
Juan Chi / Joanna Chin  
 / Lisa Rodero  
 / RITU MALIK

TENTATIVE AGREEMENT for U13  
PDOCC

SECTION 2.5 – Written Statement for New Employees  
Presented on: \_\_\_\_\_

2.5 New Employees Orientation and Written Statement ~~for New Employees.~~

- A. The County will provide a written statement to each new employee hired into a classification in any of the bargaining units represented by PDOCC, that the employee's classification is represented by PDOCC and the name of a representative of the Union. The County will provide the employee with a packet of information that has been supplied by the Union.
  
- B. The County will make reasonable efforts to provide email notification to the Union as soon as a new employee hired into a classification represented by PDOCC has been scheduled for a new employee orientation. Whether or not email notification is provided, the County will provide written notice to the Union of all new employee orientations, at least ten (10) calendar days prior to the event. The County may provide less than ten (10) calendar days' notice to the Union in instances where there is an urgent need critical to the County's operations that was not reasonably foreseeable.
  
- C. The new employee orientation notice provided to the Union will include the date, time, and location of the orientation.
  
- D. The Union will be provided the opportunity to have up to two (2) representatives meet with new employees for up to thirty (30) minutes at the beginning of the orientation. One (1) of these representatives may be a bargaining unit member. A bargaining unit member attending orientation as a Union representative shall be given paid release time sufficient to cover the Union's presentation and travel time. The Union will provide the names of any employees who they wish to be released at least 48 hours in advance to the Labor Relations Manager. Approval for release time is subject to adequate staff coverage at the employee's worksite.
  
- E. The Union may provide written materials to new employees during the new employee orientation. The Union's presentation will be conducted during paid County time as a regular part of the new employee orientation. No representative of management shall be present during the Union's presentation.

Date: 10/5/2022

**CONTRA COSTA COUNTY:**  
(Signature / Printed Name)

 Stacey Coo






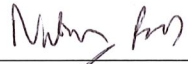
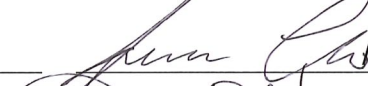


**PDOCC:**  
(Signature / Printed Name)

 David MacDonald



TENTATIVE AGREEMENT for U13  
PDOCC

SECTION 2.5 – Written Statement for New Employees  
Presented on: \_\_\_\_\_

	Samir Shah		Darleen Garcia
	TIA WILBORN		David Lee
			Michel Sam
			Nathan Brooks
			Joanna Chia
			Lisa Robelo
			RITU MALIK

**TENTATIVE AGREEMENT**  
**PDOCC**  
**SECTION 7 – Holidays**  
**Presented on: \_\_\_\_\_**

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**SECTION 7 - HOLIDAYS**

**7.1 Holidays Observed.** The County will observe the following holidays:

- A. January 1st, known as New Year's Day  
Third Monday in January known as Dr. M. L. King, Jr. Day  
Third Monday in February, known as Presidents Day  
The last Monday in May, known as Memorial Day  
June 19<sup>th</sup>, known as Juneteenth  
July 4th, known as Independence Day  
First Monday in September, known as Labor Day  
November 11th, known as Veterans Day  
Fourth Thursday in November, known as Thanksgiving Day  
The day after Thanksgiving  
December 25th, known as Christmas Day

Such other days as the Board of Supervisors may by resolution designate as holidays.

Any holiday observed by the County that falls on a Saturday is observed on the preceding Friday and any holiday that falls on a Sunday is observed on the following Monday.

- B. Each full-time employee will accrue two (2) hours of personal holiday leave per month. Each part time employee will accrue a pro-rated number of hours of personal holiday leave per month. No employee may accrue more than forty (40) hours of personal holiday leave. On separation from County service, an employee will be paid for any unused personal holiday leave at the employee's then current pay rate.
- C. Employees who are scheduled monthly shall have their obligate hours reduced by the number of holiday hours each month. Employees who are scheduled monthly and who work on any County observed holiday (as specified in Section 7.1.A), shall have those hours worked on the holiday count towards the employee's designated position hours for that month.
- D. Full-time employees in classifications with weekly schedules shall be entitled to receive eight (8) hours of straight time pay in recognition of the holiday, whether the holiday is worked or not. Part-time employees in classifications with weekly schedules shall receive the same ratio of the eight (8) hours as his/her number of position hours bears to forty (40) hours. Employees who are scheduled weekly and who work on any County observed holiday (as specified in Section 7.1.A), shall be entitled to Additional Duty Pay.



**TENTATIVE AGREEMENT**  
**PDOCC**  
**SECTION 7 – Holidays**  
**Presented on: \_\_\_\_\_**






E. For employees in classifications with weekly schedules, if the employee is scheduled to work more hours on a County observed holiday than the employee's share of holiday hours (as described in 7.1.D above) and if the employee does not work on the holiday, the employee must account for the additional hours via hours worked that week or use non-sick leave accruals for the difference between the employee's scheduled work hours and the employee's pro-rated share of holiday hours. If the employee does not have any non-sick leave accrual balances, leave without pay (AWOP) will be authorized.

**7.2 Permanent Intermittent Employee.**

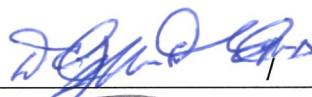

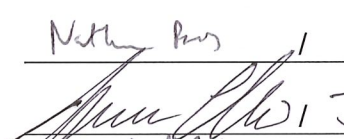

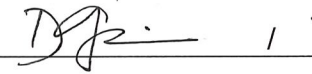
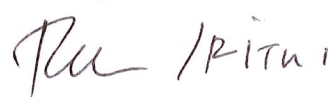
Holiday is Worked: Permanent intermittent employees who work on a holiday are entitled to receive straight time pay at the rate of one (1.0) times his/her base rate of pay (not including differentials) for all hours worked on the holiday.

Date: 3/14/23

**CONTRA COSTA COUNTY:**  
 (Signature / Printed Name)

 | SAMIR B. SITANI, MD  
 | Sergio Urcego, MD  
 | Andrea E Sandler MD  
 | David Sald  
 | TIA WILSON  
 \_\_\_\_\_ | \_\_\_\_\_

**PDOCC:**  
 (Signature / Printed Name)

 | David Macdonald MD  
 | Michel St. MD  
 Nathan Boudes | Nathan Boudes  
 | Jaanna Chia, MD  
 | David Lee  
 | Darleen Garcia  
 | Ritu Malik

**MOD COUNTY COUNTER PROPOSAL TO U5**

**PDOCC**

**SECTION 17 – Education Reimbursement**

Presented on: 3/13/23


**SECTION 17 - EDUCATION REIMBURSEMENT**

- A. Permanent full time employees in classifications subject to this MOU will be eligible for \$1,150 each calendar year to be applied to reimbursement for continuing education courses and associated tests, medical books and journals, professional dues, license fees, exam fees, medical/dental on-line computer services, dental and medical equipment (including but not limited to loupes, POCUS equipment, stethoscopes), computer hardware and software, from a standardized County-approved list or with appointing authority approval, provided each employee complies with the provisions of the Computer Use and Security Policy adopted by the Board of Supervisors. Funds are also eligible for reimbursement of lodging and transportation associated with continuing education activities. Unused reimbursement entitlements may be carried over to the next calendar year, but the maximum reimbursement available in any calendar year may not exceed twice the annual entitlement. Requests for reimbursement must be submitted within ninety (90) days of the date the expense was incurred. Permanent part-time PDOCC Unit members assigned to positions of at least twenty (20) hours per week shall be entitled to educational reimbursement on a prorated basis.
  
- B. Employees in classifications of Resident I, II, and III subject to this MOU will be eligible for one thousand one hundred seventy-five dollars (\$1,175.00) ~~nine hundred dollars (\$900)~~ to be applied to reimbursement of California Medical Board licensing fees, payable ~~one-time~~ during the employee's residency. This reimbursement is in addition to the reimbursement listed in 17.A.


Date: 3/14/23


**CONTRA COSTA COUNTY:**  
(Signature / Printed Name)

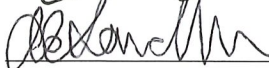
**PDOCC:**  
(Signature / Printed Name)

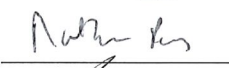
 1 SAMIR BISHT, MD

 1 David MacDonald MD


 1 Sergio Ucayo, MD


 1 Michel Starn MD


 1 Andreea E Sandler MD

 1 Nathan Brooks

 1 David Scalet

 1 Joanna Chin MD

 1 TIA WILBOW

 1 David Lee

 1 Ritumank



**MOD COUNTY COUNTER PROPOSAL TO U5**  
**PDOCC**  
**SECTION 17 – Education Reimbursement**  
**Presented on: 3/13/23**

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DJ. 1 Darleen Garcia  
Ker | Ritu Malik

COUNTY COUNTER PROPOSAL TO U6

PDOCC

NEW SECTION 16.3 – Supplemental Retirement Option


Presented on: 3/13/23


**16.3 Supplemental Retirement Option.** The County will meet and confer with PDOCC within ninety (90) days of adoption of the MOU by the Board of Supervisors to explore options for an employee-funded retirement vehicle for employees who became new (not reciprocal) members of CCCERA on or after January 1, 2013, also known as post-PEPRA hires. The parties will meet with the goal of an implementation target date of January 1, 2024 for the establishment of the plan.


Date: 3/14/23

**CONTRA COSTA COUNTY:**


(Signature / Printed Name)

 | SAMIR B. SHAH, MD

 | Andrea E Sandler MD

 | Sergio Urzua, MD

 | David Satoh


 | TIA WILBORN

|

**PDOCC:**

(Signature / Printed Name)

 | David MacDonald MD

 | Michel SAM, MD

 | Nathan Brooks

|

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# COUNTY COUNTER PROPOSAL TO U8

## PDOCC

### SECTION 6.8 – Direct Patient Care & Administrative Time

Presented on: 3/13/23

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#### 6.8 Direct Patient Care and Administrative Time.

**Administrative Responsibilities.** Administrative Responsibilities is time when the employee does not provide Direct Patient Care. This is time to complete the necessary and required work related to patient care including, but not limited to all non-Direct Patient Care related tasks, reviewing and completing forms, telephone calls, EHR in box management, attendance at department meetings, peer review, root cause analyses, medical staff responsibilities, administrative or medical staff mandated trainings, and other responsibilities assigned by the medical staff or by management.

Providers will receive forty dollars (\$40.00) for each completed billable telehealth visit provided during non-clinical or unscheduled time. Health Services Administration is responsible for determining whether a particular visit is billable and may deny the payment if they determine that the requirements for reimbursement have not been met. If telehealth reimbursement is eliminated by Medicare, Medi-Cal, CCHP, or otherwise unavailable for any reason, or if payor payments are reduced, then this pay will cease. Telehealth clinics performed in Primary Care Provider or Pediatric classifications towards additional administrative time are not eligible for this payment, but providers in these classifications may receive this payment if performing completed billable telehealth visits during unscheduled time.

**Administrative Time Allocation.** Administrative Time Allocation is the time spent conducting Administrative Responsibilities.

**Direct Patient Care.** “Direct Patient Care” is any time the employee’s primary responsibility is to deliver health care directly to patients, including but not limited to, clinics, emergency room procedures, diagnosis tests, surgery, and the supervision of resident physicians.

**Clinical Time Allocation.** Clinical Time Allocation is the time spent providing Direct Patient Care or time spent doing special projects as defined by the Chief Medical Officer or designee.

Providers will be assigned Clinical and Administrative time based on his/her Classification as follows:

#### **Ambulatory Care Provider - Exempt**

1. Clinical Time Allocation.
  - a. Providers in this classification will be scheduled weekly.
  - b. Providers working a full time schedule in this classification will work thirty-six (36) hours of scheduled clinical time.

# COUNTY COUNTER PROPOSAL TO U8

## PDOCC

### SECTION 6.8 – Direct Patient Care & Administrative Time

Presented on: 3/13/23

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- c. Clinical time and salaries for Providers working less than full time in this classification will be pro-rated as follows:
    - i. Providers working 87.5% time will work 32 hours of scheduled clinical time.
    - ii. Providers working 77.5% time will work 28 hours of scheduled clinical time.
    - iii. Providers working 65% time will work 24 hours of scheduled clinical time.
    - iv. Providers working 55% time will work 20 hours of scheduled clinical time.
  - d. Ambulatory Care Providers must work one (1) weeknight clinic if assigned, per month. Providers will not be assigned to weeknight clinics until the County has attempted to staff the weeknight clinic first with volunteers or overtime assignments. “Weeknight” for the purpose of this section is defined as Monday – Thursday. Ambulatory Care Providers whose weekly scheduled clinical time in a month includes weeknight clinics are not required by this section to work an additional weeknight clinic during that month. Additionally, Ambulatory Care Providers whose weekly scheduled clinical time includes more than one weeknight clinic are not permitted to reduce their weeknight clinic assignments under this section without the prior approval of the Chief Medical Officer (CMO) or designee.
2. Administrative Time Allocation.
- a. Providers working full time (36 hours clinical) will receive four (4) hours of-administrative time.
  - b. Administrative time for Providers working less than full time will be pro-rated as follows:
    - i. Providers working 87.5% time (32 hours clinical) will receive 3 hours of administrative time.
    - ii. Providers working 77.5% time (28 hours clinical) will receive 3 hours of administrative time.
    - iii. Providers working 65% time (24 hours clinical) will receive 2 hours of administrative time.
    - iv. Providers working 55% time (20 hours clinical) will receive 2 hours of administrative time.
  - c. Failure to maintain compliance with regulatory requirements, medical staff bylaws, or administrative policy requirements may result in a reassignment of administrative time to direct patient care time as follows: The Provider must be given a written first notice of the acts of noncompliance along with instructions on what steps must be taken to achieve compliance. The timeline to achieve compliance shall be included in the notice. If the Provider after that time period is not able to achieve compliance, then the Provider will



# COUNTY COUNTER PROPOSAL TO U8

## PDOCC

### SECTION 6.8 – Direct Patient Care & Administrative Time

Presented on: 3/13/23

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be provided a second written notice. That notice shall include notice of reassignment of administrative time to direct patient care time and appeal rights. The Provider may appeal within five (5) business days of receipt of the second written notice by submitting a written request to the CMO (or designee) to contest the findings or timeline. The CMO (or designee) shall review the appeal from the Provider and issue a final determination on the findings within ten (10) business days. If the Provider does not appeal, or if the CMO (or designee) denies the appeal, the Provider will have administrative time reassigned to direct patient care time for one month for each notice of noncompliance.

- d. Providers are expected to fulfill all of their administrative responsibilities associated with their work assignment regardless of how long they take to complete.

#### **Dentist - Exempt**

##### 1. Clinical Time Allocation.

- a. Providers in this classification will be scheduled weekly.
- b. Providers working a full time schedule in this classification will work thirty-six (36) hours of scheduled clinical time. The required clinical time will consist of a minimum of nine (9) qualifying clinic blocks.
- c. Clinical time and salaries for Providers working less than full time in this classification will be pro-rated as follows:
  - i. Providers working 87.5% time will work 32 hours of scheduled clinical time.
  - ii. Providers working 77.5% time will work 28 hours of scheduled clinical time.
  - iii. Providers working 65% time will work 24 hours of scheduled clinical time.
  - iv. Providers working 55% time will work 20 hours of scheduled clinical time.

##### 2. Administrative Time Allocation.

- a. Providers working full time (36 hours clinical) will receive four (4) hours of administrative time.
- b. Administrative time for Providers working less than full time will be pro-rated as follows:
  - i. Providers working 87.5% time (32 hours clinical) will receive 3 hours of administrative time.
  - ii. Providers working 77.5% time (28 hours clinical) will receive 3 hours of administrative time.
  - iii. Providers working 65% time (24 hours clinical) will receive 2 hours of administrative time.

# COUNTY COUNTER PROPOSAL TO U8

## PDOCC

### SECTION 6.8 – Direct Patient Care & Administrative Time

Presented on: 3/13/23

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- iv. Providers working 55% time (20 hours clinical) will receive 2 hours of administrative time.
- c. Failure to maintain compliance with regulatory requirements, medical staff bylaws, or administrative policy requirements may result in a reassignment of administrative time to direct patient care time as follows: The Provider must be given a written first notice of the acts of noncompliance along with instructions on what steps must be taken to achieve compliance. The timeline to achieve compliance shall be included in the notice. If the Provider after that time period is not able to achieve compliance, then the Provider will be provided a second written notice. That notice shall include notice of reassignment of administrative time to direct patient care time and appeal rights. The Provider may appeal within five (5) business days of receipt of the second written notice by submitting a written request to the CMO (or designee) to contest the findings or timeline. The CMO (or designee) shall review the appeal from the Provider and issue a final determination on the findings within ten (10) business days. If the Provider does not appeal, or if the CMO (or designee) denies the appeal, the Provider will have administrative time reassigned to direct patient care time for one month for each notice of noncompliance.
- d. Providers are expected to fulfill all of their administrative responsibilities associated with their work assignment regardless of how long they take to complete.

#### **Emergency Medicine - Exempt**

- 1. Clinical Time Allocation.
  - a. Providers in this classification will be scheduled monthly.
  - b. Providers working a full time schedule in this classification will work thirty-two (32) hours of scheduled clinical time per week, averaged over the period of one (1) month.
  - c. Holidays, days, nights, and weekend shifts must be shared equitably between all providers in this classification.
- 2. Administrative Time Allocation.
  - a. Providers working full-time, which is 40 position hours (32 hours clinical), will receive eight (8) hours of administrative time.
  - b. Administrative time for Providers working less than full time will be pro-rated as follows:
    - i. Providers working 34-39 position hours will receive 6 hours of administrative time.
    - ii. Providers working 28-33 position hours will receive 4 hours of administrative time.



# COUNTY COUNTER PROPOSAL TO U8

## PDOCC

### SECTION 6.8 – Direct Patient Care & Administrative Time

Presented on: 3/13/23

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- iii. Providers working less than 28 position hours will receive no administrative time.
- c. Failure to maintain compliance with regulatory requirements, medical staff bylaws, or administrative policy requirements may result in a reassignment of administrative time to direct patient care time as follows: The Provider must be given a written first notice of the acts of noncompliance along with instructions on what steps must be taken to achieve compliance. The timeline to achieve compliance shall be included in the notice. If the Provider after that time period is not able to achieve compliance, then the Provider will be provided a second written notice. That notice shall include notice of reassignment of administrative time to direct patient care time and appeal rights. The Provider may appeal within five (5) business days of receipt of the second written notice by submitting a written request to the CMO (or designee) to contest the findings or timeline. The CMO (or designee) shall review the appeal from the Provider and issue a final determination on the findings within ten (10) business days. If the Provider does not appeal, or if the CMO (or designee) denies the appeal, the Provider will have administrative time reassigned to direct patient care time for one month for each notice of noncompliance.
- d. Providers are expected to fulfill all of their administrative responsibilities associated with their work assignment regardless of how long they take to complete.

#### Hospitalist - Exempt

- 1. Clinical Time Allocation.
  - a. Providers in this classification will be scheduled monthly.
  - b. Providers working a full time schedule in this classification will work thirty-six (36) hours of scheduled clinical time per week, averaged over the period of one (1) month.
  - c. Clinical time and salaries for Providers working less than full time in this classification will be pro-rated as follows:
    - i. Providers working 87.5% time will work 32 hours of scheduled clinical time.
    - ii. Providers working 77.5% time will work 28 hours of scheduled clinical time.
    - iii. Providers working 65% time will work 24 hours of scheduled clinical time.
    - iv. Providers working 55% time will work 20 hours of scheduled clinical time.
  - d. Holidays, days, nights, and weekend shifts must be shared equitably between all providers in this classification.

# COUNTY COUNTER PROPOSAL TO U8

## PDOCC

### SECTION 6.8 – Direct Patient Care & Administrative Time

Presented on: 3/13/23

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- e. Clinic shifts may be substituted for hospital shifts with prior approval of administration.

#### 2. Administrative Time Allocation.

- a. Providers working full time (36 hours clinical) will receive four (4) hours of administrative time.
- b. Administrative time for Providers working less than full time will be pro-rated as follows:
  - i. Providers working 87.5% time (32 hours clinical) will receive 3 hours of administrative time.
  - ii. Providers working 77.5% time (28 hours clinical) will receive 3 hours of administrative time.
  - iii. Providers working 65% time (24 hours clinical) will receive 2 hours of administrative time.
  - iv. Providers working 55% time (20 hours clinical) will receive 2 hours of administrative time.
- c. Failure to maintain compliance with regulatory requirements, medical staff bylaws, or administrative policy requirements may result in a reassignment of administrative time to direct patient care time as follows: The Provider must be given a written first notice of the acts of noncompliance along with instructions on what steps must be taken to achieve compliance. The timeline to achieve compliance shall be included in the notice. If the Provider after that time period is not able to achieve compliance, then the Provider will be provided a second written notice. That notice shall include notice of reassignment of administrative time to direct patient care time and appeal rights. The Provider may appeal within five (5) business days of receipt of the second written notice by submitting a written request to the CMO (or designee) to contest the findings or timeline. The CMO (or designee) shall review the appeal from the Provider and issue a final determination on the findings within ten (10) business days. If the Provider does not appeal, or if the CMO (or designee) denies the appeal, the Provider will have administrative time reassigned to direct patient care time for one month for each notice of noncompliance.
- d. Providers are expected to fulfill all of their administrative responsibilities associated with their work assignment regardless of how long they take to complete.

#### **Obstetrics & Gynecology (OBGYN) – Full Spectrum - Exempt**

Employees in this classification are Board certified/Board eligible in OBGYN or will become Board certified in OBGYN, within three years from either the date of hire for new hires or within three years from the date this MOU is signed for current employees. Employees No. 45883, 45884, and 64602 are grandfathered



# COUNTY COUNTER PROPOSAL TO U8

## PDOCC

### SECTION 6.8 – Direct Patient Care & Administrative Time

Presented on: 3/13/23

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into the classification.

1. Clinical Time Allocation.

- a. Providers in this classification will be scheduled monthly.
- b. Providers working a full time schedule in this classification will work thirty-six (36) hours of scheduled clinical time per week, averaged over the period of one (1) month.
- c. Clinical time for providers working less than full time in this classification will be pro-rated as follows:
  - i. Providers working 87.5% time will work 32 hours of scheduled clinical time weekly.
  - ii. Providers working 77.5% time will work 28 hours of scheduled clinical time weekly.
  - iii. Providers working 65% time will work 24 hours of scheduled clinical time weekly.
  - iv. Providers working 55% time will work 20 hours of scheduled clinical time weekly.

2. Administrative Time Allocation.

- a. Providers working full time (36 hours clinical) will receive four (4) hours of administrative time.
- b. Administrative time for Providers working less than full time will be pro-rated as follows:
  - i. Providers working 87.5% time (32 hours clinical) will receive 3 hours of administrative time.
  - ii. Providers working 77.5% time (28 hours clinical) will receive 3 hours of administrative time.
  - iii. Providers working 65% time (24 hours clinical) will receive 2 hours of administrative time.
  - iv. Providers working 55% time (20 hours clinical) will receive 2 hours of administrative time.
- c. Failure to maintain compliance with regulatory requirements, medical staff bylaws, or administrative policy requirements may result in a reassignment of administrative time to direct patient care time as follows: The Provider must be given a written first notice of the acts of noncompliance along with instructions on what steps must be taken to achieve compliance. The timeline to achieve compliance shall be included in the notice. If the Provider after that time period is not able to achieve compliance, then the Provider will be provided a second written notice. That notice shall include notice of reassignment of administrative time to direct patient care time and appeal rights. The Provider may appeal within five (5) business days of receipt of the second written notice by submitting a written request to the CMO (or designee) to contest the findings or timeline. The CMO (or designee) shall review the appeal from

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the Provider and issue a final determination on the findings within ten (10) business days. If the Provider does not appeal, or if the CMO (or designee) denies the appeal, the Provider will have administrative time reassigned to direct patient care time for one month for each notice of noncompliance.

- d. Providers are expected to fulfill all of their administrative responsibilities associated with their work assignment regardless of how long they take to complete.

#### **Obstetrics & Gynecology (OBGYN) – Family Medicine with Focus in Advanced Obstetrics - Exempt**

Employees in this classification are Board certified in Family Medicine with post residency training and/or experience in obstetrics as approved by Chief Medical Officer or designee.

##### 1. Clinical Time Allocation.

- a. Providers in this classification will be scheduled monthly.
- b. Providers working a full time schedule in this classification will work thirty-six (36) hours of scheduled clinical time per week, averaged over the period of one (1) month.
- c. Clinical time for Providers working less than full time in this classification will be pro-rated as follows:
  - i. Providers working 87.5% time will work 32 hours of scheduled clinical time weekly.
  - ii. Providers working 77.5% time will work 28 hours of scheduled clinical time weekly.
  - iii. Providers working 65% time will work 24 hours of scheduled clinical time weekly.
  - iv. Providers working 55% time will work 20 hours of scheduled clinical time weekly.

##### 2. Administrative Time Allocation.

- a. Providers working full time (36 hours clinical) will receive four (4) hours of administrative time.
- b. Administrative time for Providers working less than full time will be pro-rated as follows:
  - i. Providers working 87.5% time (32 hours clinical) will receive 3 hours of administrative time.
  - ii. Providers working 77.5% time (28 hours clinical) will receive 3 hours of administrative time.
  - iii. Providers working 65% time (24 hours clinical) will receive 2 hours of administrative time.
  - iv. Providers working 55% time (20 hours clinical) will receive 2 hours of administrative time.



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- c. Failure to maintain compliance with regulatory requirements, medical staff bylaws, or administrative policy requirements may result in a reassignment of administrative time to direct patient care time as follows: The Provider must be given a written first notice of the acts of noncompliance along with instructions on what steps must be taken to achieve compliance. The timeline to achieve compliance shall be included in the notice. If the Provider after that time period is not able to achieve compliance, then the Provider will be provided a second written notice. That notice shall include notice of reassignment of administrative time to direct patient care time and appeal rights. The Provider may appeal within five (5) business days of receipt of the second written notice by submitting a written request to the CMO (or designee) to contest the findings or timeline. The CMO (or designee) shall review the appeal from the Provider and issue a final determination on the findings within ten (10) business days. If the Provider does not appeal, or if the CMO (or designee) denies the appeal, the Provider will have administrative time reassigned to direct patient care time for one month for each notice of noncompliance.
  - d. Providers are expected to fulfill all of their administrative responsibilities associated with their work assignment regardless of how long they take to complete.

#### **Optometrist - Exempt**

##### Clinical Time Allocation.

- a. Providers in this classification will be scheduled weekly.
- b. Providers working in this classification will work forty (40) hours of scheduled clinical time per week in refraction clinics.

#### **Oral Surgeon - Exempt**

##### Clinical Time Allocation.

- a. Providers in this classification will be scheduled weekly.
- b. Providers working a 40 hour weekly schedule in this classification will work forty (40) hours of scheduled patient-facing clinical time.
- c. The required clinical time will consist of ten (10) clinic or Operating Room blocks per week.
- d. Provider is required to be on-call for 15 days per month, including 2 weekends per month.

#### **Pathologist - Exempt**

##### Clinical Time Allocation.

- a. Providers in this classification will be scheduled weekly.

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- b. Providers working in this classification will work forty (40) hours of scheduled clinical time per week.
  - c. All clinical on-call shifts (including: holidays, days, nights, and weekends) must be shared equitably between all Providers in this classification. Payment for this duty is included in this classification's base pay.
  - d. Call back pay is not included in base pay.

#### Pediatrician – Ambulatory - Exempt

##### 1. Clinical Time Allocation.

- a. Providers in this classification will be scheduled weekly.
- b. Providers working a full time schedule in this classification will work a minimum of seven (7) Pediatric Primary Care Clinic blocks with thirty-six (36) hours of scheduled clinical time. Providers working a full-time schedule and a minimum of eight (8) Pediatric Primary Care Clinics which is equivalent to thirty-two (32) hours of scheduled clinical time. ~~The required clinical time will consist of a minimum of seven (7) pediatric designated clinic blocks.~~
- c. Hospital shifts or special projects time may be substituted for clinic shifts with prior approval of the CMO.
- d. In the event that the CMO assigns a bargaining unit employee in a pediatric ambulatory position to hospital shifts, that employee may be placed on a monthly schedule, with mutual agreement of the provider and the CMO.
- e. Clinical time and salaries for Providers working less than full time in this classification will be pro-rated as follows:
  - i. Providers working 87.5% time will work 32 hours of scheduled clinical time.
  - ii. Providers working 77.5% time will work 28 hours of scheduled clinical time.
  - iii. Providers working 65% time will work 24 hours of scheduled clinical time.
  - iv. Providers working 55% time will work 20 hours of scheduled clinical time.
- f. Providers must work one (1) weeknight clinic if assigned, per month. Providers will not be assigned to weeknight clinics until the County has attempted to staff the weeknight clinic first with volunteers or overtime assignments. "Weeknight" for the purpose of this section is defined as Monday – Thursday. Providers whose weekly scheduled clinical time in a month includes weeknight clinics are not required by this section to work an additional weeknight clinic during that month. Additionally, Providers whose weekly scheduled clinical time includes more than one weeknight

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clinic are not permitted to reduce their weeknight clinic assignments under this section.

#### 2. Administrative Time Allocation.

a. ~~Providers working full time (36 hours clinical) will receive four (4) hours of administrative time.~~ Administrative hours will be based on both the position hours and the number for Pediatric Primary Care Clinics. Providers will have the option to add to their administrative time by accepting additional weekly Pediatrician Primary Care Telehealth clinics with a variable number of patients scheduled. The number of patients in each of the additional Telehealth Clinics will be scaled to allow for additional administrative time based on the number of Pediatric Primary Care Clinics on the basic weekly schedule.

- i. Providers working 8 Pediatric Primary Care Clinics will receive 8 hours of administrative time.
- ii. Providers working 7 Pediatric Primary Care Clinics will receive 4 hours of administrative time with the option to earn 3 additional hours of administrative time if they work one additional TeleHealth Pediatrics clinic with 3 patients scheduled.
- iii. Providers working 6 Pediatric Primary Care Clinics will receive 4 hours of administrative time with the option to earn 2 additional hours of administrative time if they work one additional TeleHealth Pediatrics clinic with 7 patients scheduled.
- iv. Providers working 5 Pediatric Primary Care Clinics will receive 4 hours of administrative time with the option to earn 1 additional hour of administrative time if they work one additional TeleHealth Pediatrics clinic with 9 patients scheduled.

Telehealth clinics will be schedulable per provider preference only until seven (7) days prior to the clinic, at which point the appointments will be converted to open scheduling.

b. Administrative time for Providers working four (4) or fewer Pediatric Primary Care Clinics will receive administrative time ~~less than full time will be~~ pro-rated as follows:

- i. Providers working 87.5% time (32 hours clinical) will receive 3 hours of administrative time.
- ii. Providers working 77.5% time (28 hours clinical) will receive 3 hours of administrative time.
- iii. Providers working 65% time (24 hours clinical) will receive 2 hours of administrative time.
- iv. Providers working 55% time (20 hours clinical) will receive 2 hours of administrative time.



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- c. Failure to maintain compliance with regulatory requirements, medical staff bylaws, or administrative policy requirements may result in a reassignment of administrative time to direct patient care time as follows: The Provider must be given a written first notice of the acts of noncompliance along with instructions on what steps must be taken to achieve compliance. The timeline to achieve compliance shall be included in the notice. If the Provider after that time period is not able to achieve compliance, then the Provider will be provided a second written notice. That notice shall include notice of reassignment of administrative time to direct patient care time and appeal rights. The Provider may appeal within five (5) business days of receipt of the second written notice by submitting a written request to the CMO (or designee) to contest the findings or timeline. The CMO (or designee) shall review the appeal from the Provider and issue a final determination on the findings within ten (10) business days. If the Provider does not appeal, or if the CMO (or designee) denies the appeal, the Provider will have administrative time reassigned to direct patient care time for one month for each notice of noncompliance.
- d. Providers are expected to fulfill all of their administrative responsibilities associated with their work assignment regardless of how long they take to complete.

#### **Pediatrician – Hospital – Exempt**

1. Clinical Time Allocation.
  - a. Providers in this classification will be scheduled monthly.
  - b. Providers working a full time schedule in this classification will work thirty-six (36) hours of scheduled clinical time in the hospital or nursery per week, averaged over the period of one (1) month.
  - c. The expectation is that holidays, days, nights, and weekend shifts will be shared equitably between all providers in this classification.
  - d. Clinic Shifts may be substituted for hospital shifts with prior approval of Chief Medical Officer or designee.
  - e. Clinical time and salaries for Providers working less than full time in this classification will be pro-rated as follows:
    - i. Providers working 87.5% time will work 32 hours of scheduled clinical time.
    - ii. Providers working 77.5% time will work 28 hours of scheduled clinical time.
    - iii. Providers working 65% time will work 24 hours of scheduled clinical time.
    - iv. Providers working 55% time will work 20 hours of scheduled clinical time.

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2. Administrative Time Allocation.
  - a. Providers working full time (36 hours clinical) will receive four (4) hours of-administrative time.
  - b. Administrative time for Providers working less than full time will be pro-rated as follows:
    - i. Providers working 87.5% time (32 hours clinical) will receive 3 hours of administrative time.
    - ii. Providers working 77.5% time (28 hours clinical) will receive 3 hours of administrative time.
    - iii. Providers working 65% time (24 hours clinical) will receive 2 hours of administrative time.
    - iv. Providers working 55% time (20 hours clinical) will receive 2 hours of administrative time.
  - c. Failure to maintain compliance with regulatory requirements, medical staff bylaws, or administrative policy requirements may result in a reassignment of administrative time to direct patient care time as follows: The Provider must be given a written first notice of the acts of noncompliance along with instructions on what steps must be taken to achieve compliance. The timeline to achieve compliance shall be included in the notice. If the Provider after that time period is not able to achieve compliance, then the Provider will be provided a second written notice. That notice shall include notice of reassignment of administrative time to direct patient care time and appeal rights. The Provider may appeal within five (5) business days of receipt of the second written notice by submitting a written request to the CMO (or designee) to contest the findings or timeline. The CMO (or designee) shall review the appeal from the Provider and issue a final determination on the findings within ten (10) business days. If the Provider does not appeal, or if the CMO (or designee) denies the appeal, the Provider will have administrative time reassigned to direct patient care time for one month for each notice of noncompliance.
  - d. Providers are expected to fulfill all of their administrative responsibilities associated with their work assignment regardless of how long they take to complete.

#### Primary Care Provider - Exempt

1. Clinical Time Allocation.
  - a. Providers in this classification will be scheduled weekly.
  - b. Providers working a full time schedule in this classification will work a minimum of seven (7) qualifying clinic blocks with thirty-six (36) hours of scheduled clinical time. Providers working a full-time schedule and a minimum of eight (8) qualifying clinic blocks will have thirty-two (32) hours of scheduled clinical time. ~~The required~~

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~~clinical time will consist of a minimum of seven (7) qualifying clinic blocks.~~

- c. Clinical time and salaries for Providers working less than full time in this classification will be pro-rated as follows:
  - i. Providers working 87.5% time will work 32 hours of scheduled clinical time.
  - ii. Providers working 77.5% time will work 28 hours of scheduled clinical time.
  - iii. Providers working 65% time will work 24 hours of scheduled clinical time.
  - iv. Providers working 55% time will work 20 hours of scheduled clinical time.

A minimum of seven (7) qualifying clinic blocks for any Provider working 87.5% in this classification is required to remain in this classification. A minimum of six (6) qualifying blocks for any Provider working 77.5% in this classification is required to remain in this classification. A minimum of five (5) qualifying blocks for any Provider working 65% or 55% in this classification is required to remain in this classification.

- d. Primary Care Providers must work one (1) weeknight clinic if assigned, per month. Providers will not be assigned to weeknight clinics until the County has attempted to staff the weeknight clinic first with volunteers or overtime assignments. "Weeknight" for the purpose of this section is defined as Monday – Thursday. Primary Care Providers whose weekly scheduled clinical time in a month includes weeknight clinics are not required by this section to work an additional weeknight clinic during that month. Additionally, Primary Care Providers whose weekly scheduled clinical time includes more than one weeknight clinic are not permitted to reduce their weeknight clinic assignments under this section.

#### 2. Administrative Time Allocation.

- a. ~~Providers working full time (36 hours clinical) will receive four (4) hours of administrative time.~~ Administrative hours will be based on both the position hours and the number of qualifying Primary Care Clinics. Providers will have the option to add to their administrative time by accepting additional weekly qualifying Telehealth clinics with a variable number of patients scheduled. The number of patients in each of the additional Telehealth Clinics will be scaled to allow for additional administrative time based on the number of qualifying Primary Care Clinics on the basic weekly schedule.



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- i. Providers working 8 qualifying Primary Care Clinics will receive 8 hours of administrative time.
- ii. Providers working 7 qualifying Primary Care Clinics will receive 4 hours of administrative time with the option to earn 3 additional hours of administrative time if they work one additional qualifying TeleHealth clinic with 3 patients scheduled.
- iii. Providers working 6 qualifying Primary Care Clinics will receive 4 hours of administrative time with the option to earn 2 additional hours of administrative time if they work one additional qualifying TeleHealth clinic with 7 patients scheduled.
- iv. Providers working 5 qualifying Primary Care Clinics will receive 4 hours of administrative time with the option to earn 1 additional hour of administrative time if they work one additional qualifying TeleHealth clinic with 9 patients scheduled.

Telehealth clinics will be schedulable per provider preference only until seven (7) days prior to the clinic, at which point the appointments will be converted to open scheduling. Additional administrative time for TeleHealth is only available for the following Primary Care Clinics: Family Practice, Adult Medicine, Pediatrics, Positive Health (HIV), and Transitions.

- b. Administrative time for Providers working four (4) or fewer qualifying Primary Care Clinics will receive administrative time ~~less than full-time will be~~ pro-rated as follows:
  - i. Providers working 87.5% time (32 hours clinical) will receive 3 hours of administrative time.
  - ii. Providers working 77.5% time (28 hours clinical) will receive 3 hours of administrative time.
  - iii. Providers working 65% time (24 hours clinical) will receive 2 hours of administrative time.
  - iv. Providers working 55% time (20 hours clinical) will receive 2 hours of administrative time.
- c. Failure to maintain compliance with regulatory requirements, medical staff bylaws, or administrative policy requirements may result in a reassignment of administrative time to direct patient care time as follows: The Provider must be given a written first notice of the acts of noncompliance along with instructions on what steps must be taken to achieve compliance. The timeline to achieve compliance shall be included in the notice. If the Provider after that time period is not able to achieve compliance, then the Provider will be provided a second written notice. That notice shall include notice of reassignment of administrative time to direct patient care time and appeal rights. The Provider may appeal within five (5) business

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days of receipt of the second written notice by submitting a written request to the CMO (or designee) to contest the findings or timeline. The CMO (or designee) shall review the appeal from the Provider and issue a final determination on the findings within ten (10) business days. If the Provider does not appeal, or if the CMO (or designee) denies the appeal, the Provider will have administrative time reassigned to direct patient care time for one month for each notice of noncompliance.

- d. Providers are expected to fulfill all of their administrative responsibilities associated with their work assignment regardless of how long they take to complete.

#### 3. Qualifying Clinics include the following:

- a. Adult Medicine\*
- b. Family Practice\*
- c. Language Specific
- d. Positive Health (HIV)\*
- e. Perioperative
- f. Med-Pain
- g. Detention
- h. Special Projects Qualifying
- i. Pediatrics\*
- j. Transitions\*

\*Eligible for administrative time for optional telehealth clinics.

Clinics may be added or removed (due to a clinic no longer being needed or offered as determined by the County) from this list at Management's discretion. Providers who have a qualifying clinic(s) that is eliminated from the list above will be able to add another qualifying clinic(s) from the list to maintain their status in the Primary Care Provider classification.

#### Primary Care Provider – Limited (Hired before November 1, 2019) - Exempt

##### 1. Clinical Time Allocation.

- a. Providers in this classification will be scheduled weekly.
- b. Providers working a full time schedule in this classification will work a minimum of five (5) qualifying clinic blocks with thirty-six (36) hours of scheduled clinical time. Providers working a full-time schedule and a minimum of eight (8) qualifying clinic blocks will have thirty-two (32) hours of scheduled clinical time. ~~The required clinical time will consist of a minimum of five (5) qualifying clinic blocks.~~



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- c. Clinical time and salaries for Providers working less than full time in this classification will be pro-rated as follows:
  - i. Providers working 87.5% time will work 32 hours of scheduled clinical time.
  - ii. Providers working 77.5% time will work 28 hours of scheduled clinical time.
  - iii. Providers working 65% time will work 24 hours of scheduled clinical time.
  - iv. Providers working 55% time will work 20 hours of scheduled clinical time.

A minimum of five (5) qualifying clinic blocks for any Provider working in this classification is required to remain in this classification.

- d. Notwithstanding Exhibit C, Providers in this classification will not be required to work more than five (5) qualifying clinic blocks per week. Management retains all other rights to involuntarily change assignments as set forth in Exhibit C.
- e. Primary Care Providers–Limited must work one (1) weeknight clinic if assigned, per month. Providers will not be assigned to weeknight clinics until the County has attempted to staff the weeknight clinic first with volunteers or overtime assignments. “Weeknight” for the purpose of this section is defined as Monday – Thursday. Primary Care Providers whose weekly scheduled clinical time in a month includes weeknight clinics are not required by this section to work an additional weeknight clinic during that month. Additionally, Primary Care Providers whose weekly scheduled clinical time includes more than one weeknight clinic are not permitted to reduce their weeknight clinic assignments under this section without the prior approval of the CMO or designee.

#### 2. Administrative Time Allocation.

- a. ~~Providers working full time (36 hours clinical) will receive four (4) hours of administrative time.~~ Administrative hours will be based on both the position hours and the number of qualifying Primary Care Clinics. Providers will have the option to add to their administrative time by accepting additional weekly qualifying Telehealth clinics with a variable number of patients scheduled. The number of patients in each of the additional Telehealth Clinics will be scaled to allow for additional administrative time based on the number of qualifying Primary Care Clinics on the basic weekly schedule.
  - v. Providers working 8 qualifying Primary Care Clinics will receive 8 hours of administrative time.
  - vi. Providers working 7 qualifying Primary Care Clinics will receive 4 hours of administrative time with the option to earn 3 additional hours of administrative time if they work



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one additional qualifying TeleHealth clinic with 3 patients scheduled.

vii. Providers working 6 qualifying Primary Care Clinics will receive 4 hours of administrative time with the option to earn 2 additional hours of administrative time if they work one additional qualifying TeleHealth clinic with 7 patients scheduled.

viii. Providers working 5 qualifying Primary Care Clinics will receive 4 hours of administrative time with the option to earn 1 additional hour of administrative time if they work one additional qualifying TeleHealth clinic with 9 patients scheduled.

Telehealth clinics will be schedulable per provider preference only until seven (7) days prior to the clinic, at which point the appointments will be converted to open scheduling. Additional administrative time for TeleHealth is only available for the following Primary Care Clinics: Family Practice, Adult Medicine, Pediatrics, Positive Health (HIV), and Transitions.

b. Administrative time for Providers working four (4) or fewer qualifying Primary Care Clinics will receive administrative time ~~less than full time will be~~ pro-rated as follows:

i. Providers working 87.5% time (32 hours clinical) will receive 3 hours of administrative time.

ii. Providers working 77.5% time (28 hours clinical) will receive 3 hours of administrative time.

iii. Providers working 65% time (24 hours clinical) will receive 2 hours of administrative time.

iv. Providers working 55% time (20 hours clinical) will receive 2 hours of administrative time.

c. Failure to maintain compliance with regulatory requirements, medical staff bylaws, or administrative policy requirements may result in a reassignment of administrative time to direct patient care time as follows: The Provider must be given a written first notice of the acts of noncompliance along with instructions on what steps must be taken to achieve compliance. The timeline to achieve compliance shall be included in the notice. If the Provider after that time period is not able to achieve compliance, then the Provider will be provided a second written notice. That notice shall include notice of reassignment of administrative time to direct patient care time and appeal rights. The Provider may appeal within five (5) business days of receipt of the second written notice by submitting a written request to the CMO (or designee) to contest the findings or timeline. The CMO (or designee) shall review the appeal from the Provider and issue a final determination on the findings within ten (10) business days. If the Provider does not appeal, or if the

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CMO (or designee) denies the appeal, the Provider will have administrative time reassigned to direct patient care time for one month for each notice of noncompliance.

- d. Providers are expected to fulfill all of their administrative responsibilities associated with their work assignment regardless of how long they take to complete.
3. ~~Opt in Period for Primary Care Provider Limited Classification.~~
    - a. ~~Providers currently scheduled for fewer than five (5) qualifying clinic blocks can choose to modify their schedules to qualify for placement in the Primary Care Provider Limited classification within sixty (60) days of ratification of the MOU.~~
    - b. ~~The Department will have six (6) months to place the Provider in a Limited group qualifying schedule. Providers requesting to opt in to the Limited classification shall remain classified as Ambulatory Care Providers (and receive compensation under the salary schedule for Ambulatory Care Provider) until their qualifying schedule for Primary Care Provider Limited status is implemented. After six (6) months, the Provider will automatically be transferred into the Limited group and shall receive compensation as a Limited group Provider.~~
    - c. ~~Providers who miss the deadline to opt in to the Limited classification will still have the option of moving to the Primary Care classification in accordance with the Primary Care classification job expectations.~~
    - d. ~~This election section is limited to the successor MOU following the 2008-2016 MOU.~~

4. **Qualifying Clinics include the following:**

- a. Adult Medicine\*
- b. Family Practice\*
- c. Language Specific
- d. Positive Health (HIV)\*
- e. Perioperative
- f. Hematology-Oncology
- g. Neurology
- h. Med-Pain
- i. Detention
- j. Special Projects Qualifying
- k. Pediatrics\*
- l. Transitions\*

\*eligible for administrative time for optional telehealth clinics.

Clinics may be added or removed (due to a clinic no longer being



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needed or offered as determined by the County) from this list at Management's discretion. Providers who have a qualifying clinic(s) that is eliminated from the list above will be able to add another qualifying clinic(s) from the list to maintain their status in the Primary Care Provider–Limited classification.

#### **Psychiatrist – Adult - Exempt**

##### Clinical Time Allocation.

- a. Ambulatory providers in this classification will be scheduled weekly.
- b. Hospital providers in this classification will be scheduled monthly.
- c. Providers working a full time schedule in this classification will work forty (40) hours weekly of scheduled clinical time.
- d. Providers must work one (1) weeknight clinic if assigned, per month. Providers will not be assigned to weeknight clinics until the County has attempted to staff the weeknight clinic first with volunteers or overtime assignments. "Weeknight" for the purpose of this section is defined as Monday – Thursday. Providers whose weekly scheduled clinical time in a month includes weeknight clinics are not required by this section to work an additional weeknight clinic during that month. Additionally, Providers whose weekly scheduled clinical time includes more than one weeknight clinic are not permitted to reduce their weeknight clinic assignments under this section.

#### **Psychiatrist – Pediatric - Exempt**

##### Clinical Time Allocation.

- a. Ambulatory providers in this classification will be scheduled weekly.
- b. Hospital providers in this classification will be scheduled monthly.
- c. Providers working a full time schedule in this classification will work forty (40) hours weekly of scheduled clinical time.
- d. Providers must work one (1) weeknight clinic if assigned, per month. Providers will not be assigned to weeknight clinics until the County has attempted to staff the weeknight clinic first with volunteers or overtime assignments. "Weeknight" for the purpose of this section is defined as Monday – Thursday. Providers whose weekly scheduled clinical time in a month includes weeknight clinics are not required by this section to work an additional weeknight clinic during that month. Additionally, Providers whose weekly scheduled clinical time includes more than one weeknight clinic are not permitted to reduce their weeknight clinic assignments under this section.

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**Psychiatrist – PES/Detention - Exempt**

Clinical Time Allocation.


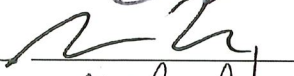
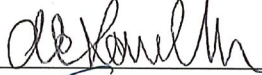
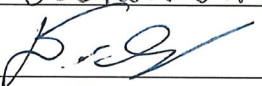

- a. Providers working in this classification will be scheduled monthly.
- b. Providers working full time in this classification will work forty (40) hours of scheduled clinical time per week.

**Resident**

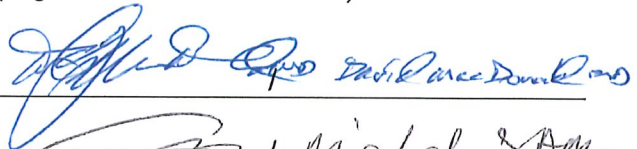
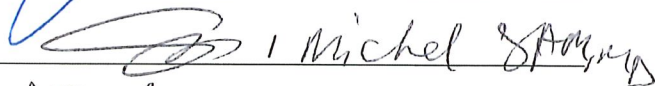
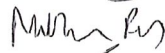
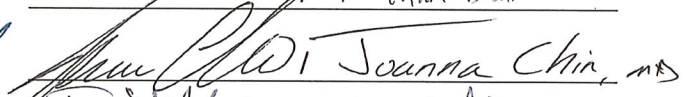
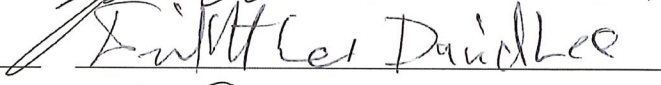

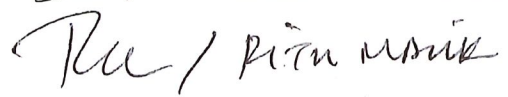
Expectation of work will be in accordance with the Residency Director and Accreditation Council for Graduate Medical Education (ACGME) requirements.

Date: 3/14/23

**CONTRA COSTA COUNTY:**  
 (Signature / Printed Name)

 | SAMIR B. SHAH, MD  
 | Sergio Ugo, MD  
 | Andrea Sandler MD  
 | Deird Sanford  
 | TINA WILBORN  
 |

**PDOCC:**  
 (Signature / Printed Name)

 | David MacDonell, MD  
 | Michel Spang  
 | Nathan Brook  
 | Joanna Chin, MD  
 | David Lee  
 | Darleen Garcia  
 | Pim Malik



**COUNTY COUNTER PROPOSAL 1 to U-14**  
**PDOCC**  
**SECTION 3 – No Discrimination or Harassment**  
Presented on: 9/9/2022

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**NO DISCRIMINATION OR HARASSMENT**

There shall be no discrimination or harassment because of race, creed, color, national origin, sex, sexual orientation, gender expression, gender identity, or union activities against any employee or applicant for employment by the County; and to the extent prohibited by applicable State and Federal law there shall be no discrimination because of age. There shall be no discrimination against any disabled person solely because of such disability unless that disability prevents the person from meeting the minimum standards established for that position or from carrying out the duties of the position safely. There shall be no discrimination because of Union membership or legitimate Union activity against any employee or applicant for employment.

The County agrees to abide by its Anti-Harassment Policy as set forth in Administrative Bulletin 429.

Date: 10/5/22

**CONTRA COSTA COUNTY:**  
(Signature / Printed Name)

**PDOCC:**  
(Signature / Printed Name)

[Signature] / TIA WILBERT  
[Signature] / Stacey Cue  
[Signature] / SUMER SHAH  
/  
/  
/

[Signature] David MacDonald  
[Signature] / Darleen Garcia  
[Signature] / David Lee  
[Signature] / Michel SAM  
[Signature] / Nathan Brooks  
[Signature] / Joanna Chin  
[Signature] / Lisa Rodolo  
[Signature] / RITU MAHAR

Physicians', Dentists', and Optometrists' Unit

Classification Eligibility for Pay

CCP TO U23

PRESENTED: 3/13/23

Job Code	Classification Title	Additional Duty*	Clinical On-Call	Call-Back	Night Shift M-Th: 11pm-7am Fri-Sun & Holidays**: 9pm-7am
VPT5	Primary Care Provider-Ex	Base Hourly Rate	\$28/hr	n/a	n/a
VPT6	Primary Care Provider-LT-Ex	Base Hourly Rate	\$28/hr	n/a	n/a
VPT1	Ambulatory Care Provider-Ex	Base Hourly Rate	\$28/hr	n/a	n/a
VPT2	Dentist-Ex	Base Hourly Rate	n/a	n/a	n/a
VPS3	Emergency Medicine-Ex	<del>\$230</del> 190/hr	\$28/hr	n/a	\$50/hr
VPT3	Hospitalist-Ex	Base Hourly Rate	\$28/hr	1.2x Hourly Base	\$50/hr
VPS5	OBGYN-Full Spectrum-Ex	Base Hourly Rate	\$28/hr	1.2x Hourly Base	\$50/hr
VPS6	OBGYN-FM Adv Obstetrics-Ex	Base Hourly Rate	\$28/hr	n/a	\$50/hr
VPS7	Optometrist-Ex	Base Hourly Rate	n/a	n/a	n/a
VPS8	Oral Surgeon-Ex	Base Hourly Rate	\$28/hr	1.2x Hourly Base	n/a
VPT7	Pathologist-Ex	Base Hourly Rate	\$28/hr	1.2x Hourly Base	n/a
VPS9	Pediatrician-Ambulatory-Ex	Base Hourly Rate	\$28/hr	n/a	n/a
VPS0	Pediatrician-Hospitalist-Ex	Base Hourly Rate	\$28/hr	n/a	\$50/hr
VPT8	Psychiatrist-Adult-Ex	Base Hourly Rate	\$28/hr	n/a	n/a
VPT9	Psychiatrist-Pediatric-Ex	Base Hourly Rate	\$28/hr	n/a	n/a
VPT0	Psychiatrist-Emg Svs/Det-Ex	Base Hourly Rate	\$28/hr	n/a	\$50/hr
VP71	Resident I	<del>\$80</del> 50/hr	n/a	n/a	n/a
VP72	Resident II	<del>\$80</del> 50/hr	n/a	n/a	n/a
VP74	Resident III	<del>\$80</del> 50/hr	n/a	n/a	n/a


\* Base hourly rate is determined using a 2080 hour work year


\*\* And the night before Christmas and New Year's Eve

Date: 3/14/23

**CONTRA COSTA COUNTY:**


(Signature / Printed Name)

 SAMIR B. SHAH, MD

 Sergio Urceyo, MD


 Andrea F. Sandler MD


 David Satchel

 TIANIL BORA

**PDOCC:**

(Signature / Printed Name)

 David Macdonald MD

 Michel SAM MD

 Nathan Brooks

 Joanna Chin, MD

 David Lee

 Darleen Garcia

Physicians', Dentists', and Optometrists' Unit

Classification Eligibility for Pay

CCP TO U23

PRESENTED: 3/13/23

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*Pan / PITU MAUK*

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