

**TENTATIVE AGREEMENT BETWEEN
COUNTY OF SAN MATEO AND
UNION OF AMERICAN PHYSICIANS AND DENTISTS (UAPD)
RE: SUCCESSOR MOU**

The following document contains the Tentative Agreement between the County of San Mateo (hereinafter called "County") and the Union of American Physicians and Dentists ("Union") (hereinafter collectively called "the parties") on wages, hours and terms and conditions of employment. The salaries, hours, fringe benefits and working conditions set forth have been mutually agreed upon by the designated bargaining representatives of the County and the Union and will apply to all employees covered by the Memorandum of Understanding (MOU) between the County and the Union.

Upon Union ratification and Board approval, this Agreement will amend the MOU between the parties dated October 14, 2012 – May 9, 2015.

The amended MOU shall supersede all other Memoranda of Understanding and agreements between the parties. Language in the MOU between the parties not amended by this Tentative Agreement will remain unchanged. The parties agree that any and all Tentative Agreements are hereby incorporated. Any outstanding proposals not agreed to are hereby withdrawn by the parties.

This Tentative Agreement is subject to ratification by Union membership and approval by the Board of Supervisors of San Mateo County.

FOR THE COUNTY



Date: 6-3-15

FOR THE UNION



Date: 6-3-15

Approved:

Date: _____

Ratified:

Date: _____

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1. Term of Agreement: 4 years (May 10, 2015 – the day before the beginning of the first full pay period in May 2019)

2. Salaries: Employees shall receive the following cost of living adjustments:

Effective the first full pay period following ratification, the salary ranges for all classifications in the bargaining unit will increase by four percent (4%).

Effective the first full pay period of May 2016, the salary ranges for all classifications in the bargaining unit will increase by three percent (3%).

Effective the first full pay period of May 2017, the salary ranges for all classifications in the bargaining unit will increase by three percent (3%).

Effective the first full pay period of May 2018, the salary ranges for all classifications in the bargaining unit shall be increased by at least two percent (2%) and no more than three percent (3%) to be determined by the amount of the 2016-2017 fiscal year average of the Bureau of Labor Statistics San Francisco Bay Area Consumer Price Index (CPI) for all Urban Wage Earners.

In June 2016, the County will conduct of salary survey of benchmark classifications, using standard comparators of Alameda Health System, Contra Costa County, San Francisco City/County, and Santa Clara County. The County and Union shall meet and confer over such market data and proposed market equity adjustments in July 2016.

3. Equity Adjustments

Effective the first full pay period following ratification, the salary ranges for Adult Psychiatrist and Child Psychiatrist will be increased by ten percent (10%).

Effective the first full pay period of May 2016, the salary ranges for Adult Psychiatrist and Child Psychiatrist will be increased by five percent (5%).

4. Medical Insurance

Section 17. Health and Hospitalization

17.1 Payment of Healthcare Premiums for Regular Full Time Employees

The County and covered employees share in the cost of health care premiums. The County will pay eighty-five percent (85%) of the total premium for the Kaiser HMO.

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Blue Shield HMO, Kaiser High Deductible Health Plan or Blue Shield High Deductible Plan, and covered employees will pay fifteen percent (15%) of the total plan premium and Aetna Plans and

Alternatively, the County will pay seventy-five percent (75%) of the total premium for the Blue Shield POS Plan, and c. Covered employees will pay 15% of the total premium for Kaiser and Aetna Plans and twenty-five percent (25%) of the total premium for the Blue Shield POS Plan.

17.2 Health Care Cost Containment Committee

During the term of this MOU, the County and unions agree to meet outside formal negotiations through the Health Care Cost Containment Committee (HC4) to discuss medical and dental (health) issues and possible changes to benefits. Agreements reached as part of the Health Care Cost Containment Committee (HC4) may be implemented outside of negotiations if employee organizations representing a majority of employees agree, providing, however, all employee organizations are given an opportunity to meet and confer regarding such agreements.

NEW: Benefits Committee

During the term of this MOU, the County and the Unions shall convene the Benefits Committee to investigate the feasibility of revising medical and/or dental coverage and/or plan(s) and strategies to integrate wellness program participation into benefit insurance cost structure, including FSA debit cards. The Benefits Committee will be composed of County and labor representatives, not to exceed two (2) representatives from each participating labor organization and four (4) County representatives.

Agreements reached as part of the Benefits Committee may be implemented outside of negotiations if employee organizations representing a majority of employees agree, providing, however, all employee organizations are given an opportunity to meet and confer regarding such agreements.

NEW: Reopeners

Upon request from the County, the parties will reopen Section 17 during the term of the agreement if necessary to address changes required under the ACA.

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Effective July 1, 2017, the County and Union shall reopen the issue of payment of "the Cadillac Tax" under the Affordable Care Act.

17.3 Permanent Part Time Employees

For County employees occupying permanent part-time positions, who work a minimum of forty (40), but less than sixty (60) hours in a biweekly pay period, the County will pay one-half (½) of the hospital and medical care premiums described above.

For County employees occupying permanent part-time positions who work a minimum of sixty (60), but less than eighty (80) hours in a biweekly pay period, or qualify for health benefits under the Affordable Care Act (ACA) the County will pay eighty-five percent (85%) of the Kaiser High Deductible Health Plan or Blue Shield High Deductible Plan, or three-fourths (3/4) of the hospital and medical care premiums described above.

~~In either case cited above the County contribution shall be based on the designation by management of the position as either half-time or three-quarter time, not on the specific number of hours worked.~~

5. All employees to pay 50% share of cost of retirement COLA, offset with salary increase
Revise Section 38.4 as follows:

38.4 Retirement COLA Cost

Employees hired on or after July 10, 2011 will pay fifty percent (50%) of the Retirement COLA cost as determined by SamCERA. COLA costs are included in the Plan 7 statutory rate.

Employees in Retirement Plans 1, 2, and 4 will pay twenty-five percent (25%) of the cost of retirement COLA, as determined by SamCERA, effective July 7, 2013 and thereafter.

Effective the first full pay period in July 2016, all employees will pay fifty percent (50%) of the Retirement COLA cost as determined by SamCERA.

Effective the first full pay period following ratification of this agreement, employees will receive a one-half percent (0.5%) salary increase to offset the additional employee payment toward retirement COLA.

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6. Modify bumping to departmental only

12.3 Procedures

(1) Unit members who are laid off shall have ~~any of the following three-choices:~~

~~a) Taking a voluntary demotion within the same department to a classification in which the unit member had prior probationary or permanent status provided such a position is held by a unit member with less seniority.~~

~~b)a) On a County wide basis, displacingDisplace the unit member in the same classification within the same division, having the least seniority in County service, if there is no vacant position. For the purpose of such County wide move, County service, including military leave, shall be allowed at the rate of two thirds (2/3) of the actual time so served.~~

~~e)b) On a County wide basis, tTakeing a voluntary demotion to a classification in the same division in which the unit member had prior probationary or permanent status provided such a position is held by a unit member with less seniority. For the purpose of such County wide move, County service, including military leave, shall be allowed at the rate of two thirds (2/3) of the actual time so served.~~

(2) A displaced unit member may request the Human Resources Department Director to place the unit member's name on the promotional eligible list or open eligible list for any classification for which, in the Human Resources Department Director's opinion, the unit member is qualified. The unit member's name will be above the names of persons who have not been displaced, ranked in the order specified in subsection 11.2.

(3) Pursuant to the Civil Service Rules as revised, a unit member may, with the approval of the Human Resources Department Director and the gaining department head, demote or transfer to a vacant position for which he/she possesses the necessary skills and fitness.

(4) At the sole discretion of the Human Resources Department director, a unit member may be allowed to transfer and displace a less senior unit member in a position in which he/she had prior probationary or permanent status and which the Human Resources Department Director determines is equivalent with respect to duties and responsibilities to the position the unit member presently occupies.

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- (5) In addition to all other options, unit members in classification at risk of being eliminated, as determined by the affected department head, may also be placed on the reinstatement list.

A transfer, for layoff purposes, is defined as a change from one position to another in the same classification, the salary range of which is not more than ten percent (10%) higher.

Part-time unit members shall not displace full-time unit members, unless the part-time unit member has held full-time status in the classification.

12.5 Abolition of Position/Severance Pay

In the event that a unit member's position is abolished and such unit member is unable to displace another County unit member as provided in this Section 11, such unit member shall receive one week of pay for each full year (2080 hours) of regular service to the County, ~~up to a maximum of ten (10) weeks of pay~~ and fifty percent (50%) of the cash value of such unit member's unused sick leave, provided, however, that such unit member shall be eligible for payment only if the unit member remains in the service of the County until his/her services are no longer required by the department head. The County shall make every effort to secure comparable employment for the displaced unit member in other agencies, and if such employment is secured, the unit member will not be entitled to the aforementioned payment, which will be paid after the member's County employment ends.

12.6 Medical Coverage After Layoff

The County will pay the County share of premium for ~~six-nine (69)~~ months of medical coverage only for employees who are laid off. This coverage is contingent on the following conditions:

1. The employee has not refused a County job offer.
2. The employee is unemployed.
3. The employee continues to pay their share of the premium.

(NEW) Education Stipend

If a worker is laid off and not reemployed by the County through a transfer, demotion, or displacement of another employee, the County will pay up to four thousand dollars (\$4,000) for tuition or fees in payment for accredited courses or training taken within twelve (12) months of

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layoff, and taken for the purpose of finding new employment. The administration of this new benefit will be determined by mutual agreement between the County and the Union.

7. Shift Differential

Section 8. Shift Differential

8.1 Definition

Shift differential pay, for the purpose of this Section, is defined as pay at a rate which is eight percent (8%) above the unit member's base pay.

8.2 Unit members shall be paid shift differential for all hours so worked between the hours of 6:00 p.m. and 6:00 a.m.

8. Eliminate employer paid employee's share of retirement cost (Employer Paid Member Cost - EPMC). Offset elimination with Longevity pay.

~~38.2 The County shall pick up the following percentages of the employee's retirement contribution, but not of the employee's contribution under Section 38.3:~~

- ~~— 20% after the equivalent of 10 years of full time service (20,800 hours)~~
- ~~— 40% after the equivalent of 20 years of full time service (41,600 hours)~~
- ~~— 50% after the equivalent of 25 years of full time service (52,000 hours)~~

Effective the first pay period following Board approval of the successor MOU, the County shall discontinue employer pick up of the employee's statutorily required retirement contribution.

Effective the first pay period following Board approval of the successor MOU, County pick-up shall be replaced by longevity pay as follows:

- An additional one percent (1%) salary increase (for a total of three percent (3%)) after the employee achieves the equivalent of ten (10) years of full time County service (20,800 hours)
- An additional one percent (1%) salary increase (for a total of four percent (4%)) after the employee achieves the equivalent of fifteen (15) years of full time County service (31,200 hours)
- An additional one percent (1%) salary increase (for a total of five percent (5%)) after the employee achieves the equivalent of twenty (20) years of full time County service (41,600 hours)

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- An additional one percent (1%) salary increase (for a total of six percent (6%)) after the employee achieves the equivalent of twenty-five (25) years of full time County service 52,000 hours).

9. NEW: Deferred Compensation Plan – Automatic Enrollment for New Employees

Subject to applicable federal regulations, the County agrees to provide a deferred compensation plan that allows employees to defer compensation on a pre-tax basis through payroll deduction. Effective January 1, 2016, each new employee will be automatically enrolled in the County's Deferred Compensation program, at the rate of one percent (1%) of their pre-tax wages, unless he or she chooses to opt out or to voluntarily change deferrals to greater than or less than the default one percent (>1%) as allowed in the plan or as allowed by law. The pre-tax deduction will be invested in the target fund associated with the employees' date of birth. All deferrals are fully vested at the time of deferrals; there will be no waiting periods for vesting rights.

Effective January 3, 2016, for full time, regular employees defined as new members in the San Mateo County Employees Retirement Association (SAMCERA) under the Public Employees Pension Reform Act (PEPRA), the County will match employee contributions to the County's 457 Plan, up to one percent (1%) base salary.

10. Reopener for Workday

During the term of agreement, upon request from the County, the Union agrees to meet and confer regarding issues within scope of representation related to the implementation of the Workday Human Resources information system.

11. Modify Absence Due to Required Attendance in Court language (16.7)

16.7 Absence Due to Required Attendance in Court

Upon approval by the department head, a unit member other than extra help or seasonal, shall be permitted absence from duty for appearance in Court because of jury service, in obedience to subpoena or as directed by proper authority, in accordance with the following provisions:

- (1) Absence from duty will be with full pay to a maximum of eight (8) hours for each day the unit member serves on a jury or testifies as a witness in a criminal case, other than as a defendant, including necessary travel time. As a condition of receiving such full pay, the unit member must remit to the County Treasurer, through the unit member's department head, within fifteen (15) days after

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receipt, all fees received except those specifically allowed for mileage and expenses.

- (2) Attendance in Court in connection with an unit member's usual official duties or in connection with a case in which the County is a party, together with travel time necessarily involved, shall not be considered absence from duty within the meaning of this Section.
- (3) Any fees allowed, except for reimbursement of expenses incurred, shall be remitted to the County Treasurer through the employee's department head.
- (4) An employee required to appear in court in a matter unrelated to his or her County job duties or because of civil or administrative proceedings that he or she initiated does not receive compensation for time spent related to those proceedings. An employee may request to receive time off using vacation, compensatory, holiday or voluntary time off if accrued balances are available, or will be in an unpaid status, for time spent related to those proceedings. The time spent in these proceedings is not considered work time. This provision does not apply to grievance proceedings pursuant to this MOU, San Mateo County Civil Service Commission proceedings, EAP or Peninsula Conflict Resolution Center (PCRC) mediation proceedings, or administrative proceedings related to the Meyers Milias Brown Act or the MOU between the parties.
- (5) Immediate notification to one's supervisor is required upon receipt of a subpoena or summons to appear.

12. Revise On Call Duty to include Holiday Call Coverage for Infectious Diseases and Health Officer Coverage

10. On Call Duty

On-Call duty is currently taken on a voluntary basis. However, when warranted and in the interest of County Operations, department heads may assign unit members to "on-call" status. The County shall meet and confer with UAPD should on-call assignments become required of unit members.

The call schedule is defined as Weeknight call (15 hours) from 5:00 p.m. – 8:00 a.m., Weekend call (24 hours) from 8:00 a.m. – 8:00 a.m., and Holiday call (24 hours) from 8:00 a.m. – 8:00 a.m. The standard on-call hourly rate is twenty dollars (~~\$12.50~~ \$20.00) except as specified below.

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The frequency of the on-call assignments will be determined by the total number of physicians assigned by the medical staff to provide call. The number of physicians on-call per shift will be determined by the medical staff. Physicians receiving callback pay shall not be entitled to "on-call" pay simultaneously.

Pediatric

- A. Pediatricians assigned to be in on-call status shall be paid an hourly rate of Twenty-Five Dollars (\$25.00).
- B. Pediatricians, if required to report back to work while in an on-call status, shall be compensated for a minimum of three (3) hours of "call back rate" pay.

Infectious Diseases & Long-Term Care

For these specialties, the on-call Physician must be contacted. In the unlikely event that a Physician not on-call is contacted during off-duty hours and provides consultation for patient care, they will be compensated two (2) hours at the on-call rate of ~~\$12.50~~ twenty dollars (\$20.00) for a maximum of twenty-five forty dollars (\$40-25.00). The Physician is required to document consultation notes and patient care provided in the appropriate medical record. Any physician required to report back to work will be compensated for actual hours worked. For Infectious Diseases, the on-call schedule will include holiday coverage.

Health Officer On-Call Coverage

The on-call shifts cover one week from Friday to Friday and are only for non-work hours from 5:00 p.m. to 8:00 a.m. except for Biowatch which includes responding to alerts and calls directly related to the San Francisco Airport which are 24/ hours 7 days during the on-call week. The on-call schedule for all Assistant Health Officers and the Health Officer will include holiday coverage.

13. Bilingual Pay

11. Bilingual Pay

A salary differential of Fifty-five Dollars (\$55.00) ~~50.00~~ biweekly shall be paid incumbents

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of positions requiring bilingual proficiency as designated by the appointing authority and Human Resources Department Director. Said differential shall be prorated for unit members working less than full-time or who are in an unpaid leave of absence status for a portion of any given pay period.

Bilingual pay for unit members designated as occupying positions that provide services to a patient population which is considered as comprised of fifty percent (50%) non-English speaking clients will be paid a salary differential of Seventy Sixty-five Dollars (\$70.00~~65.00~~) per biweekly pay period, said differential shall be prorated for unit members working less than full-time or who are in an unpaid leave of absence status for a portion of any given pay period.

Designation of positions for which bilingual proficiency is required is the sole prerogative of the County and the decision of the Human Resources Department Director is final. The Union shall be notified when such designations are made.

11.1 Hiring and Selection

The County will continue to recruit and hire unit members based on a specific need for bilingual skills.

11.2 Testing

All unit members hired to fill positions requiring bilingual skills will be tested for bilingual proficiency. Employee requests for bilingual testing will be referred to the Human Resources Department Director's designee whose decision regarding bilingual assignment shall be final. ~~Present unit members may be certified by the appointing authority as possessing sufficient bilingual skills to be appointed to a bilingual pay position; provided, however, nothing herein precludes the County from requiring that said unit members be tested. Requests by unit members to be tested for bilingual skill proficiency will be referred to the Human Resources Department Director or his/her designee whose decision shall be final.~~

11.3 Continued Use of Bilingual Language Skill

Unit members hired to fill positions requiring bilingual skills may be required to remain in bilingual pay positions. Unit members who were selected to fill positions requiring bilingual skills during the implementation of the bilingual program will be allowed to voluntarily leave such positions provided management can reasonably replace said unit members and there are sufficient positions within the classification that said unit member can fill. Nothing herein precludes any of the above specified unit members from promoting to higher classifications.

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11.4 Transfers

Transfers of unit members occupying bilingual pay positions shall be in accordance with County policy and practice and shall not be in violation of the Memorandum of Understanding. It is recognized that utilization of a bilingual skill may be the sole reason for transfer in order to meet a specific County need.

11.5 Exclusions

All unit members in supervisory positions, as opposed to working leadpersons, will not be eligible for bilingual pay.

11.6 Review

Management shall periodically review the ~~The number and location of bilingual pay positions shall be periodically reviewed by management.~~ If the County decides to reduce the number of filled positions in a specific division or ~~geographical location~~ eligible for bilingual pay, the County shall provide individual are to be reduced, unit members with one full pay period of will be given reasonable notice prior to loss of the bilingual pay eligibility differential.

11.7 Administration

Administration of the bilingual pay plan will be the overall responsibility of the Human Resources Department. Any disputes concerning the interpretation or application of the bilingual pay plan shall be referred to the Human Resources Department Director whose decision shall be final.

14. Tuition Reimbursement

Not to be included in the MOU, contingent upon and effective following agreement from all other bargaining units in the County, the County shall increase tuition reimbursement amounts to \$550 for a 3-unit class, and \$325 for a class of less than 3 units.

33. Tuition Reimbursement

The County may reimburse a unit member for tuition and related fees paid for taking courses of study in an off-duty status if the subject matter content of the course is closely related to the unit member's present or probable future work assignments. Limits to the amount of reimbursable expense may be set by the Human Resources Department Director with concurrence of the County Manager. There must be a reasonable expectation that the unit member's work performance or value to the County will be enhanced as a result of the course of study. Courses taken as part of a

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program of study for a college undergraduate or graduate degree will be evaluated individually for job relatedness under the above-described criteria. The unit member must both begin and successfully complete the course while employed by the County.

The unit member must submit an application on the prescribed form to his/her department head giving all information needed for an evaluation of the request. The department head shall recommend approval or disapproval and forward the request to the Human Resources Department Director whose decision shall be final. In order to be reimbursed, the unit member's application must have been approved before enrolling in the course. If a course is approved and later found to be unavailable, a substitute course may be approved after enrollment.

Upon completion of the course, the unit member must submit to the Human Resources Department a request for reimbursement accompanied by a copy of the school grade report or a certificate of completion. The Human Resources Department shall, if the unit member satisfactorily completes the course, forward it to the Controller for payment. Reimbursement may include the costs of tuition and related fees. ~~Effective July 1, 2007, the~~ County will reimburse up to Fifty Dollars (\$50.00 ~~25.00~~) per course for books or other required course materials (excluding laptops and other electronic devices) under conditions specified in the Tuition Reimbursement Program. Reimbursement for books will only be made for community college, undergraduate level or graduate level courses.

15. Increase in-patient differential: County counter proposal

Section 5.1:

Physicians working as Inpatient Psychiatrists covering in-patient units shall receive premium pay at the rate of ten percent (10%) of their salary in addition to all other compensation.

16. Professional Reimbursement:

Section 32 Professional Reimbursement:

Beginning July 1, 2013, physicians may be reimbursed for up to two thousand five hundred dollars (\$2,500.00) per fiscal year for educational expenses authorized for maintenance of their licensure/certification. For educational reimbursement, proof of completion shall be provided to the department head along with reimbursement request. When such paid educational leave is authorized for training, physicians may be reimbursed for related travel expenses from the two thousand five hundred dollars (\$2,500.00), provided the travel expense is directly related to the training or

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coursework. Physicians may also use the two thousand five hundred dollars (\$2,500.00) to be reimbursed for the purchase of smartphones, iPads or tablets, related smartphone medical software or apps judged to be helpful in their work assignment, to pay for professional license fees, and for fees and memberships in professional associations related to their field of practice.

Reimbursement requests must be submitted to the department head for approval within ninety (90) days of expense or completion of conference or course in accordance with the County's Expense Reimbursement Policy.

For Staff Physicians, Psychiatrists, and Dentists who are required to pay medical staff dues to the San Mateo Medical Center, the County agrees to pay the annual medical staff dues per employee for the term of this agreement. These funds are in addition to the educational expenses detailed above.

The County will review options to change its institutional subscription to UpToDate Medical Treatment Resource to enable individual tracking of continuing education units, and will discuss options with UAPD no later than August 3, 2015.

17. Additional MOU clean-up as agreed to by the parties.