

Tuition Reimbursement Guidelines

A. **GOAL** The Tuition Reimbursement Program is intended for those employees who, in their off-duty hours, plan to attend an education/training course which will benefit both themselves and the County of Tulare. Its purpose is to increase the effectiveness of Tulare County employees in the performance of their duties by providing financial assistance for academic or job-related training.

B. **ELIGIBILITY** County employees in the competitive and non-competitive service are eligible to participate in this program provided they have:

- a. Regular status or probationary status as the result of a promotion.
- b. Satisfactory performance evaluation rating (overall rating of 5 or higher) on their last annual performance evaluation, and an employment record free of disciplinary action (Formal Reprimand, Suspension or Demotion) for the preceding six (6) months.
- c. Continuing employment with the County throughout the course period.

C. **APPLICATION APPROVAL** Approval will be dependent on the coursework's applicability to your current position or to a position to which you might reasonably promote. The application must be fully and properly completed and received by your Department Head in a timely manner. **Note: Applications submitted after a course has begun will likely be denied.**

D. **ALLOWABLE EXPENSES** The program may reimburse you for your registration/tuition fees, books, special supplies unique to the course and/or laboratory fees. The program only pays for the first \$350 of covered expenses in any fiscal year.

Expenses for mileage, meals, parking, routine supplies such as paper, binders, pencils, pens, etc. or other related items are not reimbursable under this program.

E. **CLAIMING REIMBURSEMENT** Once you have successfully completed the approved course, you may submit your claim for reimbursement. This claim must be submitted prior to the end of the fiscal year for which the course was approved and must be accompanied by all of the following:

1. A properly completed Claim form, including a statement certifying this or any other expenses associated with the this training has not been and will not be reimbursed through any other program or any department expense funds.
2. Itemized receipts or other documentation indicating the actual expenses. (Note: Bookstore receipts must contain the title of the book and a detailed listing of any special supplies for which you are claiming reimbursement.)
3. Evidence of satisfactory completion of the training or course. For academic courses you must receive a grade of "C" or higher. For non-academic courses you must receive a certificate of completion or notice of attendance or similar document.

Addendum 'A'

Physician Incentive Plan

(January 1, 2006 – June 30, 2008)

Dr. Karen Haught, HHS Medical Director

Tulare County Health and Human Services Agency Physician's Compensation Plan Proposal

Note: The proposed plan includes Family Practice, Internal Medicine, OB/GYN and Pediatricians.

The proposed Physician's Compensation Plan is as follows:

1. Physicians will receive their base pay in accordance with the County's payroll schedule. Incentive bonuses will be paid out annually.
2. This incentive plan does not include merit increases.
3. The incentive plan will afford the physician the opportunity to earn a bonus. The incentive plan considers three (3) evaluative measures, yearly encounters, annual Relative Value Units (RVUs) and patient satisfaction. Seventy-five (75) percent of the bonus award is based upon physician required encounter achievement and RVUs complexity, and twenty-five percent is based upon an average annual patient satisfaction of three (3) or above.
4. The maximum incentive bonus applies to all specialties and is as follows:

The current maximum incentive bonus available to any physician during any year is \$20,000

5. Each physician must first meet a predetermined threshold encounter rate in order to become eligible for a productivity bonus. The required encounter rate is based upon the mean number of encounters per full time FTE provider specialty in CA FQHC's as reported by the Bureau of Primary Health Care in the 2004 annual report.

The following baselines for numbers of encounters are proposed:

Bureau of Primary Health Care

Family Practitioners:	4158
Internists:	4107
Pediatricians:	4256
OB/Gyn:	3844
Physician Assistants:	3670
Nurse Practitioners:	3479

6. A physician who does not exceed the encounter standard will receive his/her base salary and not be eligible for any portion of the bonus calculation including; the encounter productivity, RVU complexity or patient satisfaction.
7. Supervising physicians will have 5% (the estimated time needed for chart supervision) of the supervised midlevel's encounters added to their personal encounters for a total encounter tally.

8. Physicians who meet or exceed the standard number of encounters will be awarded \$10 per visit over the standard and proceed to the next level of evaluation, annual RVUs associated with total encounters.

*\$15 or \$20 per bonus visit is another bargaining chip for negotiations. Subject to budget fund verification.

*Another consideration is the addition of a tiered amount per bonus visit structure to incorporate tenure and incentivize longevity.
9. RVUs will be assigned a numeric value based upon each Current Procedural Terminology (CPT) code, which is designed to quantify, in relative terms, the amount of work that a physician performs for each type of service. RVU values are derived from the 2003 Essential RBRVS Guide.
10. No additional RVUs are awarded for on-call productivity in excess of the standard contract and on-call compensation for service in excess of the standard contract remains separate from the physician incentive scores.
11. Supervising physicians will have 5% (the estimated time needed for chart supervision) of the supervised midlevel's RVUs added to their personal RVU tally. The supervision of CJ midlevels will be recognized by an adjustment of the physician FTE. In addition, the MGMA median as described below in 12 will be adjusted to the percent of physician FTE.
12. Physician RVUs are measured against the Medical Group Management Association, Physician Work RVU data (CMS RBRVS Method), Table 59 of the Physician Compensation and Production Survey: 2004 Report Based on 2003 Data.

Physician Work RVUs by Specialty

Specialty	25th Percentile	Median	75th Percentile	90th Percentile
Family Practice	3341	3996	4722	5602
Internal Medicine	3223	3902	4650	5509
OB/GYN	5131	6273	7573	9225
Pediatrician	3523	4308	5096	5951

13. Total physician RVUs will be evaluated as follows:

Less than or equal to the MGMA established Median, only credited bonus money for encounters.

Greater than the 50th percentile and less than or equal to the 75th percentile receives 50% of the RVU bonus portion.

Greater than the 75th percentile and above will earn 100% of the allotted RVU bonus amount.

14. In order to be eligible for a patient satisfaction bonus, physicians must first achieve the required BPHC encounters. In addition, an average annual score of 3 or better must be attained on the quarterly satisfaction surveys to qualify for any portion of the Patient Satisfaction Bonus.
15. The totals from steps 13 and 14 are then added to the bonus visit amount from step 8 to arrive at the total bonus.
16. Physicians who participate in committees will be awarded \$50 per month for their attendance and in recognition that their contribution is important and takes away from productive clinic hours. Committee monetary bonuses will be added to the productivity bonus and distributed annually. This amount is in addition to the maximum bonus and does not encumber money from the capped bonus amount.

MEMORANDUM OF UNDERSTANDING

Between

The County of Tulare

and

**The Professional Association of Tulare County Physicians (PATCOP)
(covering Bargaining Unit 16)**

July 1, 2005 through June 30, 2008

Resolution No.

**TULARE COUNTY
HUMAN RESOURCES & DEVELOPMENT
2900 W. BURREL STREET
VISALIA, CA 93291
(559) 733-6266**

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PROLOGUE

MEMORANDUM OF UNDERSTANDING

BETWEEN THE COUNTY OF TULARE AND

THE PROFESSIONAL ASSOCIATION OF TULARE COUNTY PHYSICIANS - UNIT #16

The parties to this Memorandum of Understanding hereby do jointly agree to and recommend for adoption by their respective principals the following agreement to be effective as provided herein. It is further agreed that the signatures on this Memorandum of Understanding shall not bind either party until ratified by the Association membership and approved by the Board of Supervisors.

Article 1**PURPOSE**

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation, and understanding between the County and the employees covered herein, to provide for an orderly and equitable means of resolving any misunderstanding or differences which may arise under this Memorandum; and to set forth the full understanding of the parties reached as a result of good faith bargaining.

Article 2**RECOGNITION**

Pursuant to California Government Code #3500 - 3510 and the Tulare County Employment Relations Policy, the County of Tulare, hereby, recognizes the Professional Association of Tulare County Physicians (PATCOP) as exclusive representative for the established Bargaining Unit identified herein;

Unit 16 - Physicians, Dentists and Psychiatrists

Article 3**NON-DISCRIMINATION**

Employees covered by this memorandum shall in no way be subject to discrimination by either the Association, the County of Tulare or other employees because of race, color, national origin, religion, sex, age, creed, ancestry, marital status, or physical or mental handicap (to the extent that reasonable accommodation is required by law), political affiliations or opinions where protected by the California Labor Code, Association membership or non-Association membership or any other criteria prohibited by law.

Both parties recognize their obligation under the Americans with Disabilities Act (ADA). Both parties recognize that reasonable accommodations may need to be made in order to comply with the ADA. Each party recognizes its obligation not to frustrate any effort towards such an accommodation. The parties agree that each situation will be evaluated on a case by case basis and it is agreed that any accommodation that is made in order to comply with the ADA will be limited to that particular employee and will not create any obligation to accommodate any other employee requiring accommodation in a particular manner.

Article 4**MANAGEMENT RIGHTS**

After discussion and due consideration it is recognized by the County and the PATCOP that, except where expressly provided otherwise within the provisions of this Memorandum of Understanding, the County shall and does retain whatever rights and authority are necessary for it to operate and direct the affairs of the County in all of its various aspects, including, but not limited to:

- 1) The right to direct the working forces; and/or
- 2) To plan, direct and control all operations and services of the County; and/or
- 3) To determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; and/or
- 4) To assign and transfer employees; and/or
- 5) To schedule working hours and to assign overtime; and/or
- 6) To determine whether goods or services should be made or purchased; and/or
- 7) To hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons; and/or
- 8) To make and enforce reasonable rules and regulations; and/or
- 9) To have a single set of uniform rules and regulations applying to all its employees; and/or
- 10) To change or eliminate existing methods, equipment or facilities.

Article 5**NON-COMPETITIVE STATUS**

All employees represented by this MOU are classified as non-competitive employees and therefore can be terminated with or without cause, at the option of the appointing authority. It is further understood that no officer, agent, employee, or representative of the County has any authority to enter into any agreement with such employees for employment for any specified period of time, or to make any agreement, verbal or written, contrary to the foregoing.

The above notwithstanding, the parties agree that:

- 1) An employee covered by this agreement and wishing to leave county service will provide the Agency thirty (30) days notice or will be deemed to have not left the county in good standing as otherwise defined in the county Personnel Rules.
- 2) The County/Agency will provide an employee covered by this agreement thirty (30) days notice of termination of that employee's at-will employment with the County.

Article 6**VEHICLE OPERATION**

Prior to operating any County vehicle an employee must provide Insurance and Risk Management with a copy of his/her valid driver's license at the level required by the State DMV for legal operation of that vehicle. The employee must immediately notify their department and Insurance and Risk Management of any action against that license and/or of any moving violations incurred while on County business.

Prior to using a personal vehicle on County business for which an employee would be eligible to claim mileage reimbursement the employee must provide their department with evidence of his/her valid driver's license at the level required by the State DMV for legal operation of that vehicle. In addition the employee must provide their department with evidence of their vehicle insurance policy covering the vehicle in question as required by State law.

The employee must immediately notify their department and Insurance and Risk Management of any action against that license or insurance and/or of any moving violations incurred while on County business.

Article 7**EMPLOYEE TRAVEL**

When it is necessary for an employee to travel in the course of performing their assigned duties the County may, at its sole discretion, provide the means of transportation or require an employee to provide their own means of transportation and to be reimbursed in accordance with Administrative Regulation No. 1 and Personnel Rule 15.4.

Members of Unit 16 shall be reimbursed for use of their private cars while traveling on County business, with proper authorization, at the IRS rate in effect at the time of travel. That rate is currently thirty-six cents (\$.36) per mile.

Article 8**EMPLOYEE BENEFIT PLAN**

Instead of independent County contributions to Health, Dental, Vision, Life and Long Term Disability insurance, the County has implemented a cafeteria style benefits program as follows in which a benefit amount granted pursuant to this MOU shall be used for the benefits specified in this article and may be used and/or supplemented by payroll deduction for the specified benefits and for other voluntary benefits subject to the limitations of the County's Section 125 plan document:

A. Benefit Amount

The County allots each full time employee an annual "benefit amount" of \$2,650.00 base plus 8% of gross salary to be paid in equal amounts on a pay period basis. Contingent upon the conditions stated in Section A of Article 8, each employee will receive enhancements to the benefit amount as follows:

1. General Enhancements

- a. Effective December 25, 2005, the base amount will increase to \$2,950 while the salary differential percentage will remain at eight percent (8%).
- b. Effective December 24, 2006, the base amount will increase to \$3,250 while the salary differential percentage will remain at eight percent (8%)
- c. Effective December 23, 2007, the base amount will increase to \$3,550 while the salary differential percentage will remain at eight percent (8%).

2. Limited Special Enhancement

The County will add a second enhancement each year of the MOU, if necessary, to further increase the benefit amount to ensure that the benefit amount pays the premium for the County's mandatory benefits as follows: the County's \$1,000 deductible employee-only medical insurance, the County's dental benefit, the County's vision benefit, the County's \$10,000 life insurance benefit and the administration fee.

B. Pro-Rated Benefit for Partial Year Eligibility

Full time employees eligible for only part of the Plan Year will only be allotted a benefit prorated for the full pay periods they are eligible. For part time employees who's assigned hours are 40 or more each pay period, this "benefit amount" shall be prorated based on the ratio of their assigned hours to 80 hours. A part time employee who waives insurance shall not have more deducted under E. below than this prorated "benefit amount".

C. Benefit Level

The employee may choose the level of each benefit that best fits the employee's needs, subject to provider contacts. Some benefits will require minimum participation. Employees will not be allowed to make changes in the provider or level of coverage except at open enrollment or as allowed under IRS 125 regulations.

D. Limited Opt Out

All employees must participate in the employee benefit plan unless they qualify to opt out as described below. Employees who refuse to participate are not eligible to receive the benefit amount. Employees may retain eligibility to receive the benefit amount if they opt out under one of the following conditions:

1. When both members of a married couple or registered domestic partners work for Tulare County, one may elect to be covered as a dependent of his/her spouse/partner and drop his/her individual health insurance coverage regardless of bargaining unit without a corresponding reduction in the Benefit Amount.
2. Employees who can provide written evidence satisfactory to the County Human Resources Department showing that they are covered pursuant to paragraphs A through D may opt out of the employee benefit plan.
 - a. As a dependent on a parent, spouse or domestic partner's employer-provided group health plan; or

- b. As a member of an employer-sponsored retiree group health plan or an eligible and covered dependent thereon; or
 - c. As a retiree member, or an eligible and covered dependent thereon, of a group health plan sponsored by any branch of the United States military.
 - d. As a Medicare recipient.
3. Employees who opt out of the health insurance and meet the requirements of paragraph 1 or 2 above will have the unused benefit amount added to their taxable wages.
 4. An eligible employee must inform the County that the employee intends to opt out of the benefit plan as set forth above during open enrollment for health benefits or upon a qualifying event.
 5. An employee who opts out of the County's health benefit plan must rejoin the County's benefit plan within thirty (30) days of losing eligibility to qualify for the opt-out provisions as described above. The employee who does not comply with this provision shall, pursuant to the terms of the applicable benefit contract, lose pre-existing condition coverage upon re-enrollment at any subsequent open enrollment period or other qualifying event.
- E. Any Benefit amount that an eligible employee does not use to pay for mandatory and/or voluntary benefits available through the Section 125 Plan will be added to the employee's taxable wages. Benefit amount money added to an employee's taxable wages are not part of the employee's base salary used to determine the employee's overtime pay-rate or for any other purpose except as required by law.
- F. Benefits will be effective beginning the second full pay period of employment.

Article 9

PERSONNEL RULES and ADMINISTRATIVE REGULATIONS

The County and PATCOP agree to all Personnel Rules and Administrative Regulations adopted by the Board of Supervisors and in effect as of the effective date of this agreement including Administrative Regulations 17 & 18 and the County Drug Testing policy.

Article 10

MEDICAL SEPARATION

- 1) When the County determines that an employee who is not eligible for retirement is unable to satisfactorily perform essential assigned functions due to a disability or other medical condition, for which no reasonable accommodation can be made, that employee may be medically separated from County service. This procedure shall apply regardless of the cause of the disability or medical condition.
- 2) A medical separation shall be based on:
 - a) A statement describing the essential functions the employee is not performing

- satisfactorily or is not capable of performing, and;
- b) A description of any reasonable accommodations considered and why these have not enabled the employee to perform essential assigned functions satisfactorily, and;
 - c) Any medical, psychiatric or other pertinent information presented by the employee or the County.
- 3) The County shall pay the reasonable costs of any medical examinations required by the County.
- 4) An employee shall not be eligible for medical separation unless the following criteria have been satisfied.
- a) The employee is unable to satisfactorily perform essential assigned functions due to a disability or other medical condition;
 - b) The disability or medical condition will continue for a period of time, which will be detrimental to the needs of the department;
 - c) All available leave balances (sick leave, vacation, CTO) have been exhausted;
 - d) The employee has exhausted any medical leave of absence(s) without pay provided under Personnel Rule 6.10. The only exception to this criteria is if the prognosis indicates that the condition is permanent or will exist for a period of time that would exceed the period of time allowed for a medical leave of absence.
- 5) Written notice of intent to medically separate shall be given to the employee either by delivery of the notice to the employee in person, or by mail. The notice shall:
- a) inform the employee of the action intended, the reason for the action, as specified in 6.11 b) 1), 2), and 3) above and the effective date of the action; and
 - b) inform the employee of the right to respond and to whom to respond within ten (10) calendar days from the date of such notice of intent in accordance with instructions given by the County in the written notice sent to the employee.
 - c) inform the employee of the right to apply for a disability retirement, if the employee meets the criteria.
- 6) After review of the employee's timely response, if any, the County shall notify the employee of any action to be taken. Such notice shall be mailed or personally delivered to the employee prior to the effective date.
- 7) Any employee who is medically separated shall have the right to appeal such action in accord with the procedures as set forth in Personnel Rule 12. The basis of the appeal shall be limited to whether or not the criteria, as specified in paragraphs b) and d) above, have been met.
- 8) Any employee who is medically separated shall be eligible to apply for reemployment or reinstatement if their medical condition improves to the point where they would be able to perform the full range of assigned, essential functions. A medical and/or psychological exam

may be required prior to appointment.

- 9) Prior to a Medical Separation taking effect, the employee may apply for a transfer to another position providing he/she meets the necessary employment standards for and is able to perform the essential functions of that position. The employee must comply with applicable County rules and procedures concerning transfers.

Article 11

HOSPITAL DISCIPLINE RELEASE

Each employee covered by this agreement will provide the County with a signed release that requires any medical facility at which the employee has privileges to alert the County of any formal disciplinary action taken against that employee.

Article 12

RETIREMENT

Should the County implement a new retirement tier for new employees, both parties agree to reopen this contract and meet and confer, as required by law, on the possibility of offering the new tier as an option to current employees. Discussions during this re-opener shall be conducted under the same ground rules used for development of this MOU.

During this re-opener all Articles of this MOU shall remain in full force and effect.

1. TIER IV RETIREMENT

Should the County determine to implement Retirement Tier IV, PATCOP agrees, upon the County's written request, to commence meet and confer sessions promptly under the ground rules used for meet and confer leading to this MOU.

2. 2% AT AGE 57 RETIREMENT

The retirement benefit will be prospectively enhanced to 2% at age 57 effective as soon as the County's Retirement Board may implement following execution of this MOU.

Article 13

SALARY

Employees covered by this MOU shall receive the following increases in salary:

A. Impact of Excess State Funding Shift

1. Provided the State of California does not take more than \$2,000,000 (including but not limited to a repeal of State Proposition 1A, additional ERAF funding shifts, reductions in Motor Vehicle In-Lieu revenues to the County or reductions in Williamson Act revenues) from the County during the fiscal year in which a compensation increase will be received, over and above any amounts already agreed to by the State and the County as of April 1, 2005,

employees covered by this MOU shall:

- a. Receive the salary increases listed in Section B of this Article,
 - b. Receive the equity adjustments listed in Section C of this Article, and
 - c. Be eligible for an enhancement to the Benefit Amount described in Article 8 of this MOU.
2. In any year that the State seizes funds or reduces County revenues in excess of \$2,000,000.00, the County will, in lieu of the wage increases in Section B and the enhancements to the Benefit Amount described in Article 8, make a 3% compensation increase to be allocated between wage and health benefits in amounts to be determined by PATCOP.

B. Salary Increases

Except as provided in Section A above, the County will make the following annual salary increases:

Effective December 25, 2005, a wage increase of 2% shall go into effect for Unit 16.

Effective December 24, 2006, a wage increase of 3% shall go into effect for Unit 16.

Effective December 23, 2007, a wage increase of 3% shall go into effect for Unit 16.

Article 14

INCENTIVE PROGRAM

The Incentive Program (Attached as Addendum 'A') shall apply to all specialties except Dental and Psychiatry. References to MediCo shall be replaced with "appropriate managed care plan".

Article 15

ON-CALL

Any special compensation authorized by this sub-section shall not be considered as part of the basic salary of employees while they are taking vacation or sick leave. This methodology shall commence with January of 2006.

Physicians & OB/GYN: Pediatrician/Family Practice/Internal Medicine:

- Weekday call will be compensated monthly at the rate of \$100.00 per weekday and \$400.00 per weekend (pro-rated if less than a full weekend) call for each call in excess of ten (10) calls per month.

Staff Psychiatrists (including Psychiatrist): For Saturday medical clinics only, psychiatrists will be paid the Clinic Psychiatrist straight time hourly rate for actual time worked.

Physicians required to be on call for a three day weekend (Friday, Saturday and Sunday) will be

scheduled for four hours off with pay on the Monday following.

NOTE: Any employee who is not required to remain on the County premises, but is merely required to leave word at his/her home or with departmental officials where he/she may be reached is not working while on-call.

On-Call Coverage:

The County and PATCOP agree to a six (6) month trial period for this On-Call agreement. At the end of the six (6) month period, and as provided for thereafter the County reserves the right to revert the previous On-Call agreement provisions (Article 15 of the MOU dated July 1, 2002 through June 30, 2005) and as set forth below:

The Physicians and OB/GYN group agrees to be responsible for making arrangements for all On-Call coverage. It is expected that coverage will be divided equitably among the staff throughout each month to insure both patient safety and financial responsibility. If at any time during this MOU any Physician or OB/GYN exceeds 20% or more compensable on-call days than the average number of compensable on-call days that an equal distribution among eligible on-call staff otherwise would have resulted in, the County will review the situation and reserves the right to revert back to the On-Call compensation system as set forth below:

Physicians: Pediatrician/Family Practice/Internal Medicine:

- Weekday call will be compensated at the rate of \$100.00 per weekday call for each call in excess of seven (7) weekday calls per month or twenty-one (21) weekday calls a quarter.
- Weekend call will be compensated at the rate of \$400.00 per weekend call for each call in excess of four (4) weekends per quarter.

OB/GYN: Reimbursement shall continue as presently paid:

- Weekday on-call will be compensated at the rate of Medi-Cal less 20% for night call service in excess of 19 weekday nights each quarter.
- Weekend call will be compensated at the rate of Medi-Cal less 20% for weekend call service in excess of 4 weekends per quarter.

Article 16

PAYROLL ERRORS

A. SHORTAGES

1. Cash advance by the Auditor's Office to cover shortage errors in employee's paychecks, shall be provided to employees within three (3) working days after written notification of the discrepancy to Auditor's Office. This provision is to cover only those discrepancies above a gross fifty dollars (\$50.00).
2. For shortage errors of a gross of fifty dollars (\$50.00) or less, the adjustment will be made in the next regular payroll cycle.

B. OVERPAYMENTS

1. When an overpayment error of a gross fifty dollars (\$50.00) or more occurs, the employee will

repay the overpayment in the same amount and within the same number of pay periods in which the error occurred unless the employee agrees to repay the entire amount sooner.

2. If an overpayment of less than fifty dollars (\$50.00) gross occurs, the overpayment amount will be deducted from the employees next regular pay check.

C. DIRECT DEPOSIT

1. Employees will be required to receive their paychecks via direct deposit to a checking or other similar account at a financial institution. The County will consider exceptions of a case-by-case basis.

Article 17

SEVERABILITY

If any provision of this MOU is declared by proper State or Federal legislative, administrative or judicial authority to be unlawful, unenforceable or not in accordance with applicable Tulare County rules, or law, all other provisions of the MOU shall remain in full force and effect for the duration of this MOU. Any provision declared invalid under the above language will be subject to Meet and Confer.

In addition, in the event any provision herein, as it may apply to any employee of the county subject to Section 19800 et seq of the California Government Code, is determined by the Executive Officer of the State Personnel Board to be in conflict with Local Agency Personnel Standards (Title 2. Administration, Division 5. LAPS), such provision shall be null and void as regards those employees, and Local Agency Personnel Standards shall supersede and prevail.

Article 18

FULL AGREEMENT

It is understood this Agreement represents a complete and final understanding on all negotiable issues between the County and PATCOP. This Agreement supersedes all previous Memoranda of Understanding or Memoranda of Agreement between the County and PATCOP except as specifically referred to in this Agreement. All ordinances or rules covering any practice, subject or matter not specifically referred to in this Agreement shall not be superseded, modified or repealed by implication or otherwise by the provisions hereof.

The parties, for the term of this Agreement, voluntarily agree to waive the obligation to negotiate with respect to any practice, subject or matter not specifically referred to or covered in this Agreement even though such practice, subject or matter may not have been within the knowledge of the parties at the time this Agreement was negotiated and signed.

In the event any new practice, subject or matter arises during the term of the Agreement and an action is proposed by the County, PATCOP shall be afforded all possible notice and shall have the right to meet and confer, if required by law. In the absence of agreement on such a proposed action, the County reserves the right to take necessary action by management direction.

Article 19

NO STRIKE - NO LOCKOUT

In consideration of the mutual desire of the parties to promote and ensure harmonious relations the County agrees that there shall be no lockout or the equivalent of employees covered by this MOU, and the PATCOP and its members agree that there shall be no strike or other concerted action including actions in sympathy for others, resulting in the withholding of services by its members during the term of this MOU and during the period immediately following this MOU while meet and confer toward a successor MOU is continuing and impasse has not been reached.

Article 20

RENEGOTIATION

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other, during the 45 day period commencing 150 days prior to the end of the MOU its written request to commence negotiations. Negotiations shall begin thereafter within, but no later than 45 days from the date of the aforementioned notice.

Article 21

TERM

The parties to this Memorandum of Understanding hereby do jointly agree to and recommend for adoption by their respective principals the following agreement to be effective July 1, 2005 and to remain in effect through June 30, 2008 and from year to year thereafter; provided, however, that either party may serve written notice on the other as provided for in Article 19, Renegotiation, of its desire to negotiate a successor agreement. It is further agreed that the signatures on this Memorandum of Understanding shall not bind either party until ratified by the Association membership and approved by the Board of Supervisors.

Article 22

DUES DEDUCTION

Upon request by the Association, the County shall deduct dues as authorized by the members of the Association and members of Unit 16 and remit same to the Association at no charge to the Association provided that such request is made in accordance with the Auditor's requirements and procedures for this service.

PATCOP agrees to indemnify, defend and hold harmless the County against all claims, demands, suits or any other action, including costs of such suits and reasonable attorney's fees and/or other forms of liability arising from the implementation of the provisions of this section.

Article 23

VACATION

A. For each one (1) hour of service other than overtime, employees covered by this MOU earn and

accumulate vacation leave with pay in accordance with the following schedule:

Years of Continuous Service	Pay Periods of Continuous Service	Earning Rate Per Hour	Earning Rate Hours Per Pay Period	Earning Rate Weeks Per Year
0 - 3	1 - 78	.03846	3.077	2
3 - 7	79 - 182	.05769	4.615	3
7 - 11	183-286	.07692	6.154	4
Over 11	More than 286	.09615	7.692	5

* On the first day of the 4th year, the employee begins to accrue 3 weeks of vacation. On the first day of the 8th year, the employee begins to accrue 4 weeks of vacation. On the first day of the twelfth year, the employee begins to accrue 5 weeks of vacation.

1. Employees continue to earn and accumulate vacation leave while on any paid leave.
2. Employees who came directly to Tulare County from prior public service in which they were eligible to earn and use vacation leave may accrue vacation as if all their most recent years of continuous public service were with Tulare County. Eligible service will be determined by the Human Resources Director whose decision is final.

B. Appropriate Use of Leave

Vacation leave may not be used for daily illnesses. Employees must use sick leave or unpaid leave for daily illnesses as required by County policy. An employee may use vacation for a planned medical procedure or appointment or an unexpected personal non-health emergency with the approval of the employee's supervisor.

Article 24

SICK LEAVE BUY BACK

- A. Effective 2002 an employee covered by this MOU can sell his/her accrued sick leave back to the County in accord with the following:

1. Table of hours eligible for buy back:

- 1) 0-3 years of service* (Not yet eligible)
- 2) 3-5 years of service* Up to 40 hours
- 3) 5 and up years of service* Up to 60 hours

* On the first day of the fourth year the employee becomes eligible to sell up to 40 hours. On the first day of the sixth year the employee becomes eligible to sell up to 60 hours.

2. Buy back is subject to:
 - 1) Employee's sick leave balance cannot be reduced below 40 hours
 - 2) Employees eligible hours are reduced by any sick leave employee has taken since October 1 of the prior year.
Example: A 4th year employee who used 16 hours of sick leave for any purpose since the prior October 1st can sell back 24 hours this October 1st.
3. Payment would be included in the first paycheck in December.

B. Sick Leave Cash Out

For employees covered by this agreement, sick leave pay on separation shall be handled in accordance with Personnel Rule 6.7.8 with the amounts of sick leave eligible for conversion under 6.7.8 b) modified as follows:

An employee retiring directly from active service and otherwise meeting the requirements of Rule 6.7.8 b) may elect to have:

- a) Up to twenty percent (20%) of his/her accumulated sick leave credits at the time of separation paid as compensation calculated on the hourly rate of pay for the position occupied at the time of separation; provided, however, that such compensation shall in no event exceed an amount equal to such employee's salary for two hundred fifty (250) hours of service.
- b) Up to one-hundred percent (100%) of accumulated unused sick leave remaining after the conversion provided under a) above converted to additional service credits as of the date of their retirement.

Article 25

TUITION REIMBURSEMENT

In addition to training otherwise provided by the department, employees covered by this MOU shall be included in the County tuition reimbursement program. Effective January 1, 2003, employees covered by this MOU may take classes and obtain tuition reimbursement subject to the Tuition Reimbursement Guidelines in Addendum 'B' of this agreement.

Article 26

PERSONAL HOLIDAY

The following shall be added to the list of annual holidays:

One personal holiday to be taken off at the request of the employee with departmental approval (i.e. no set date). The personal holiday for a given year is credited July 1 and must be used by the following June 30 or it is forfeited.

Article 27

SDI ELECTION

An election will be held among the employees covered by this MOU to determine whether all the employees in this Bargaining Unit will join the State Disability Insurance (SDI) program with premiums paid by the covered

employees through payroll deduction.

Article 28

SICK LEAVE CONVERSION ON RETIREMENT

An employee retiring directly from active service may elect to:

1. Convert to cash at their current payroll rate 20% of their sick leave balance. A maximum of 250 hours may be cashed out under this provision and/or,
2. Convert 100% of their remaining balance after 1. above to service credit.

Article 29

CONTINUING EDUCATION

The continuing education allowance may be used for education provided in California or in locations immediately adjacent to California such as the Nevada side of Lake Tahoe, Reno and Las Vegas. Training in locations beyond this area may be approved by the Medical Director on a case by case basis when that training is particularly suited to the physician's County practice and comparable training is not offered in California.

Article 30

PERSONNEL RULES

The County and PATCOP will continue to meet and confer on the proposed Personnel Rules changes and any outstanding policy change issues. This meet and confer shall be conducted under the ground rules used for bargaining this MOU including the opportunity to seek resolution through the impasse procedure of the County Employment Relations Policy.

This document is intended to represent the full and complete agreement reached by the parties. Should it be discovered that this document does not represent the agreement of the parties due to error, omission, oversight, etc, the parties agree to make the necessary corrections to accurately reflect the agreement.

Original signed by:

For the County:

For PATCOP:

Tim Huntley, HR Director

David Waterfill, M.D., President

Date

Date



HUMAN RESOURCES
& DEVELOPMENT
TULARE COUNTY

***AGENDA ITEM
BEFORE THE BOARD OF SUPERVISORS***

Agenda Date: February 28, 2006

Item No.

Subject: Memoranda of Understanding between the County of Tulare and the Professional Association of Tulare County Physicians (PATCOP)

Requests: Approve the attached agreements between the County and the Professional Association of Tulare County Physicians (PATCOP)

Summary: The above agreement is for the period of July 1, 2005, through June 30, 2008, provides for:

- Salary increases as follows:

2% - 12-25-05

3% - 12-24-06

3% - 12-23-07

- The County's retirement program for all its non-safety employees is revised to reflect a benefit formula of 2% at age 57. This formula replaces the existing 2% at 61 ½ on a prospective basis. The cost for this new formula is shared between the County and its employees.
- The Benefit Amount, which is used to offset the cost of the County's health and other insurance programs, is increased by \$300.00 each contract year.
- The Physician Incentive Plan and the On-Call formula have been modified. Both items are updated to provide for less Administrative time for calculating payments and less paperwork for Employees to receive payment. There is no material change to County costs.

Notwithstanding the above, in any year that the State seizes funds or reduces County revenues in excess of \$2,000,000.00, the County, in lieu of the wage increases, and the enhancements to the Benefit Amount described above is authorized to substitute a 3% total compensation increase to be allocated between these various salary and benefit programs after meeting and conferring with PATCOP.

Financing: Costs for these agreements have been anticipated in the adopted budget.

Alternatives: Direct staff to provide additional information and defer action on this agenda item.

Involvement of other Departments or Agencies: County Administrative Office, HHSA and County Counsel.

Signature Requirements: None

Sincerely,

Tim Huntley,
Human Resources Director

BEFORE THE BOARD OF SUPERVISORS
COUNTY OF TULARE, STATE OF CALIFORNIA

IN THE MATTER OF)
Memoranda of understanding with) RESOLUTION NO.
employee association.) AGREEMENT NO.
)
)

UPON MOTION OF SUPERVISOR , SECONDED BY
SUPERVISOR , THE FOLLOWING WAS ADOPTED BY THE
BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD ,
BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST: C. BRIAN HADDIX, COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS

BY: _____
Deputy Clerk

* * * * *

Approve the attached agreement between the County and the following entity representing employees of Tulare County:

- Professional Association of Tulare County Physicians (PATCOP)