

MEMORANDUM OF AGREEMENT

Between the
County of Ventura



and the
Union of American Physicians and Dentists
Per Diem Unit

2021-2024

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ARTICLE 1 TERM

Sec. 101 Term: This Memorandum of Agreement (MOA or Agreement) between the Union of American Physicians and Dentists (UAPD) and the County of Ventura (County) shall become effective June 27, 2021, through June 30, 2024.

Sec. 102 Successor Agreement: In the event UAPD desires to negotiate a successor Agreement, UAPD shall, not more than four (4) months and no less than three (3) months prior to the expiration date referenced in Section 101, serve on the County its written request to commence negotiations and its initial written proposals for such successor MOA. Negotiations shall begin within thirty (30) days after receipt of UAPD's written notice and proposals unless otherwise agreed to by the parties.

Sections of this MOA not addressed by either party in their proposals shall remain in full force and effect when a successor MOA is implemented.

ARTICLE 2 IMPLEMENTATION

This MOA constitutes a mutual recommendation to be jointly submitted to the Ventura County Board of Supervisors and UAPD. It is agreed that this MOA shall not be binding upon the parties – either in whole or in part – unless and until it is approved by the membership of UAPD and the Board of Supervisors.

ARTICLE 3 RECOGNITION

This Agreement shall apply only to persons employed in one of the following job classifications and any future UAPD-represented per diem classification added subsequent to the commencement of this Agreement. Employees covered by this Agreement are exempt from civil service pursuant to Section 1347 of the Civil Service Ordinance and shall not serve a probationary period.

Classifications:

Per Diem Primary Care Clinic Physician

Per Diem Primary Care Urgent Care Physician

The terms “employee” or “employees” as used in this Agreement shall refer only to persons employed by the County who fully meet the foregoing criteria. The term “he” or “his” as used in this Agreement shall refer to all employees regardless of sex. The terms “wages,” “salary,” or “compensation” shall, unless otherwise provided, mean the applicable rate exclusive of any and all hourly bonuses, differentials, or other enhancements.

ARTICLE 4 COMPENSATION PLAN

Sec. 401 **General Salary Increases:**

Effective December 26, 2021, the hourly pay/half-day rate of each classification covered by this MOA and the hourly pay/half-day rate of each individual employed in any such classification will be increased by two percent (2.0%).

Effective 26 pay periods (1 year) from the adoption of this Agreement, the hourly pay/half-day rate of each classification covered by this MOA and the hourly pay/half day rate of each individual employed in any such classification will be increased by two percent (2.0%).

Effective 52 pay periods (2 years) from the adoption of this Agreement, the hourly pay/half-day rate of each classification covered by this MOA and the hourly pay/half-day rate of each individual employed in any such classification will be increased by two percent (2.0%).

Sec. 402 **Regular Pay Day:**

Employees covered by this Agreement shall be paid on or about the Friday following the end of the biweekly payroll period.

Sec. 403 **Pay on Termination:**

Upon termination prior to the expiration of the biweekly pay period, the compensation, including any incentive, bonus, or premium earned by that Per Diem Employee during that pay period, shall become due and shall be paid on the regular payday following the pay period in which termination occurred.

ARTICLE 5 RETIREMENT

Safe Harbor Retirement Plan:

UAPD accepts the County's "Safe Harbor" retirement plan and agrees that said plan is offered in compliance with the provisions of the Omnibus Budget Reconciliation Act (OBRA), for employees not eligible for coverage under the provisions of the 1937 Retirement Act.

ARTICLE 6 PREMIUM PAY

Sec. 601 **Bilingual Premium Pay:**

Positions that require the use of bilingual skills shall be allocated for bilingual premium pay at the I, II, or III level. The allocation of positions among the respective levels shall be made by the Agency/Department Head, based upon criteria established by, and subject to approval by, the Director-Human Resources. The level of an employee's bilingual proficiency shall be determined by an examination administered by the Director-Human Resources. Employees assigned to such positions shall be eligible for bilingual premium pay at the level of their position or the level of their proficiency, whichever is less, subject to the conditions set forth herein.

The rates for the respective levels are:

Bilingual Level	Premium Pay
I	\$0.65/hour
II	\$0.80/hour
III	\$1.10/hour

Employees in positions eligible to receive this premium pay shall receive the appropriate rate per hour compensated per biweekly pay period, not to exceed eighty (80) hours per pay period.

Such premium pay shall be in addition to their base pay. To be eligible to receive this premium pay, upon the recommendation of the Agency/Department Head and the Director-Human Resources, the County Executive Officer must designate that such payment will be made.

ARTICLE 7 HEALTH INSURANCE

Sec. 701 **Health Care Plan:**

Per Diem employees may purchase the Ventura County Health Care Plan (VCHCP) at their own expense.

Sec. 702 **Affordable Care Act:**

During the term of this Agreement, either party shall have the option to compel the other to meet with it to discuss the impact of the Affordable Care Act, provided, however, that no change to the provisions of Article 7 shall occur without mutual agreement of the parties.

ARTICLE 8 OTHER COMPENSABLE BENEFITS

- Sec. 801 **Mileage Reimbursement:**
Per Diem Employees who are required to use their personal vehicles for County business shall be reimbursed at a rate equivalent to the Standard Mileage Rate established by proclamation of the Internal Revenue Service.
- Sec. 802 **Expense Reimbursement:**
Expense reimbursement shall be made pursuant to provisions set forth in the County's Administrative Manual.
- Sec. 803 **Professional Dues/Licenses/Memberships Reimbursement:**
Payment of up to a maximum of five hundred dollars (\$500) per fiscal year for membership fees to a job-related professional organization or reimbursement of professional fees. Organizations eligible are in addition to those required by the agency/department head.
- Sec. 804 **Personal Property Reimbursement Policy:**
Per Diem Employees shall be eligible for personal property reimbursement as provided for under the County of Ventura Administrative Manual, Chapter IX, Policy 8 – Personal Property Reimbursement Policy.

ARTICLE 9 HOLIDAYS

Sec. 901 **Holiday Policy:**
Effective July 1, 2021, Per Diem Employees shall be eligible for premium pay at the rate of thirty percent (30%) of their regular rate.

Sec. 902 **Holidays Paid at a Premium Rate for Hours Worked:**

1. New Year's Day, January 1
(December 31, 7:00 p.m. to January 1, 7:00 p.m.)
2. Martin Luther King Jr. Day
(the previous Sunday, 7:00 p.m. to third Monday in January, 7:00 p.m.)
3. President's Day
(the previous Sunday, 7:00 p.m. to third Monday in February, 7:00 p.m.)
4. Memorial Day
(the previous Sunday, 7:00 p.m. to last Monday in May, 7:00 p.m.)
5. Independence Day, July 4
(July 4, 7:00 a.m. to July 5, 7:00 a.m.)
6. Labor Day
(the previous Sunday, 7:00 p.m. to first Monday in September, 7:00 p.m.)
7. Veterans Day
(November 10, 7:00 p.m. to November 11, 7:00 p.m.)
8. Thanksgiving Day, the fourth Thursday in November
(Thursday, 7:00 a.m. to Friday, 7:00 a.m.)
9. Day After Thanksgiving
(Friday 7:00 a.m. to Saturday, 7:00 a.m.)
10. Christmas Day, December 25
(December 24, 7:00 p.m. to December 26, 7:00 a.m.)
11. And every day appointed by the President of the United States or Governor of the State for public feast, thanksgiving, or holiday, when specifically authorized by the Board of Supervisors.

ARTICLE 10 PERSONNEL FILE

Sec. 1001 **Employee Acknowledgement of Material Placed in Personnel File:**

No material relating to performance evaluation, salary action, or disciplinary action shall be placed in the personnel file of an employee without the employee first being given an opportunity to read such material. The employee shall acknowledge that he has read such material by affixing his signature on the material to be filed with the understanding that although such signature indicates acknowledgement, it does not necessarily indicate agreement. If the employee refuses to sign the material, it shall be placed in his personnel file with an appropriate notation by the person filing it.

Sec. 1002 **Full Right of Inspection of Employee Personnel File:**

With the exception of confidential items such as reference letters and oral examination rating sheets, an employee shall have the right to inspect the contents of his personnel file.

ARTICLE 11 PER DIEM INVOLUNTARY SEPARATION PROCEDURE

CIVIL SERVICE EXEMPT EMPLOYEES

Sec. 1101 **Exempt from Civil Service:**

Employees covered by this Agreement are exempt from civil service pursuant to Section 1347 of the Civil Service Ordinance and shall not serve a probationary period. All such employees serve at the will of the appointing authority and may be terminated with or without cause upon thirty (30) days' notice unless otherwise specifically provided by law. Ambulatory Care management shall have the option to either continue to schedule the employee for the duration of the 30-day notification period or to place the employee on paid administrative leave. In either option, the total hours paid for the duration of the 30-day period shall be based on the employee's actual average hours in the preceding three (3) month period. In the case of dismissal, employees covered by this Agreement may request an informal hearing pursuant to Article 23, Section 2326, of the County's Personnel Rules and Regulations.

Sec. 1102 **Optional Process Prior to Involuntary Separation:**

For involuntary separations based on the provision of professional medical services that are not subject to the Medical Privileging and Peer Review Process set forth in the bylaws of the Ventura County Medical Center medical staff, employees covered by this Agreement have the option of either utilizing the procedures set forth below in this section or receiving the 30-day notice as set forth in Section 1601 above.

- A. The appointing authority shall serve upon the employee a written Notice of Termination stating the effective date of no sooner than thirty (30) calendar days from date of delivery to the employee, and a statement advising the employee that he or she has a right to submit a written response to the action.
- B. The employee must submit any written response (including any relevant information or documents) to the Notice of Termination within five (5) calendar days from receipt, in order to be reviewed. The written response shall be addressed and delivered to the Director of the Ventura County Health Care Agency (Director).
- C. The Director shall review all documents provided and shall notify the employee in writing of his or her decision within ten (10) calendar days of receipt of the employee's response.

Upon issuance of the Director's decision, the employee may request that an impartial, fact-finding panel be convened. Such a request shall be made in writing to the Director within five (5) calendar days of the date of issuance of the decision. Upon receipt of the request, the Director shall convene an impartial panel consisting of three (3) members: one (1) County-appointed;

one (1) UAPD-appointed; and a mediator to be mutually selected and agreed upon by the County and UAPD, to perform in an advisory capacity to the Director in termination proceedings. The panel is required to provide its findings and recommendation within five (5) calendar days. The procedure described in this section applies to clinical and non-clinical issues and is advisory only. The report of the fact-finding panel is not binding in any way upon the Director. The Director shall issue his or her final written decision within ten (10) working days after receipt of the panel's advisory findings.

Sec. 1103

Right of County:

Nothing in this Article shall be considered to restrict the right of the County to take immediate disciplinary action when it is deemed appropriate.

ARTICLE 12 ADDITIONAL EMPLOYEE BENEFITS

- Sec. 1201 **Deferred Compensation:**
Per Diem Employees may participate in the 457 Plan with no County contribution. The effective date shall be the first pay period after June 27, 2021.
- Sec. 1202 **Serving as Witness:**
No deductions shall be made from the salary of a Per Diem Employee for an absence from work when subpoenaed to appear in court as a witness for the County, other than as a litigant.
- Sec. 1203 **Parking Space:**
The County shall attempt to provide adequate parking facilities for Per Diem Employees within a reasonable distance of their work locations.
- Sec. 1204 **Direct Deposit:**
The County shall maintain a direct deposit program for UAPD-represented employees.
- Sec. 1205 **Novel Coronavirus Leave Pay:**
Article 18 "SPECIAL AUTHORIZATIONS AND RESTRICTIONS," Section 1804 "Natural Disaster," of the County's Personnel Rules and Regulations states:

"A natural disaster is an emergency caused by the happenings of war, storm, flood, explosion, earthquake, epidemic, riot or insurrection. Upon the recommendation of the County Executive Officer and adoption of a resolution by a majority of the Board of Supervisors, employees whose absence from work arises out of or is due to such natural disaster shall not suffer any loss in pay or other benefits."

In response to the 2019 Novel Coronavirus (COVID-19) pandemic, the County agrees to pay up to 40 hours of wages and benefits to all classifications covered by this MOA who, from approval of this agreement by the Board of Supervisors through the end of the declared COVID-19 emergency, is unable to telework, and is not reassigned to essential functions after the County's best efforts to do so, or has experienced an absence from work due to a bona fide COVID-19-related matter.

To be eligible to receive the pay of up to 40 hours of wages and benefits, employees must attest that their absences arose out of or were due to a bona fide reason related to COVID-19 (see attached Exhibit E Natural Disaster Attestation Form). The request must be approved by the appropriate appointing authority.

ARTICLE 13 LEAVES OF ABSENCE

Sec. 1301 **Leaves of Absence – General Policy:**

Leaves of absence from regular duties without pay for such purposes as recovery from illness or injury or to restore health, parental, family, travel, education, training, assisting other public jurisdictions, or occupying a position in the exempt services, may be granted by the appointing authority not to exceed one (1) year, when such leave is in the best interests of the County. Additional leave for the same purposes may be granted by the County Executive Officer with the concurrence of the appointing authority. This Section shall not limit military leave of absence rights as provided in the California Military and Veterans Code or as provided in other statutes.

Sec. 1302 **No Loss of Rights or Breaks in Service:**

Employees on authorized leaves of absence shall not lose any rights accrued at the time the leave is granted and such authorized leave of absence shall not be deemed a break in County service.

Sec. 1303 **Early Return From Leaves of Absence:**

An employee absent on authorized leave may return to work prior to expiration of the period of authorized leave upon receiving permission thereto from the appointing authority.

Sec. 1304 **Maternity Leave:**

An employee may work the entire time of her pregnancy provided she is able to meet the demands of her position. This determination may be made by the employee and the employee's physician, or, if the appointing authority requests, the determination may be made by the County's physician in consultation with the employee's physician and the employee. The determination as to when an employee is to begin maternity leave shall be made on the basis of the following:

- A. The employee's physician, in consultation with the employee, certifies that she should discontinue working because of pregnancy; or
- B. The County physician, in consultation with the employee's physician and employ, determines the continued employment causes unreasonable risks of liability to the County; or
- C. The employee is unable to satisfactorily perform her job duties.

Sec. 1305 **Prior Work Hours Counted Toward FMLA/CFRA:**

All new employees hired pursuant to the Integration Agreement Plan shall have prior work hours in the Ambulatory Care Clinics counted as County hours worked for the purposes of qualifying for FMLA/CFRA.

ARTICLE 14 PER DIEM STATUS TO REGULAR STATUS

If a Per Diem Status Physician/Pediatrician wishes to be appointed to a Regular Status Physician/Pediatrician, the following will apply:

- 1) The Per Diem Employee must be on an open/eligible list for the position.
- 2) All things being equal, the Per Diem Employee will be given first consideration for interviews, compared to any other applicant on that same list who is not currently working as a UAPD-represented Per Diem physician for HCA; and who has like-for-like skills, abilities/competencies, experience, certifications.
- 3) The Per Diem Employee who wants to apply and compete (be considered) for a regular, full-time, benefited position (classification) shall either apply for an open position or apply with HCA/HR to be placed on a list (status change) for future open positions.

ARTICLE 15 GRIEVANCE PROCEDURE

Sec. 1501 Definition:

A grievance shall be defined as a dispute by an employee or a group of employees, concerning the application or interpretation of:

- A. The terms of this MOA.
- B. The sections of the Personnel Rules and Regulations incorporated into this MOA as set forth herein.
- C. Existing written policies affecting an employee's terms and conditions of employment.
- D. Written reprimands which shall not be subject to the provisions of Article 21 of the Personnel Rules and Regulations nor reviewable under any administrative procedure other than this grievance procedure.

Sec. 1502 Matters Excluded From the Grievance Procedure:

Except as provided in Section 1501, all other matters are specifically excluded from this procedure including, but not limited to, complaints which arise from the following:

- A. All disciplinary appeals.
- B. Performance review evaluations.
- C. Those which would require modification of a policy established by the Board of Supervisors or by law.
- D. Ventura County Personnel Rules and Regulations not specifically included herein in whole or by reference.

Sec. 1503 Procedure:

- 1. Informal Discussion
 - A. Within thirty (30) calendar days from the date of the action causing the complaint, the grievant shall discuss their complaint in a meeting on County time with their immediate supervisor. In the case of a complaint of illegal discrimination, the employee may file a complaint in accordance with the procedures listed in section 2, below. Employees may also file a complaint with the County's Equal Employment Opportunity Officer in County Human Resources. In either situation, informal discussion or illegal discrimination, the grievant shall have the right to union representation.

- B. Within ten (10) calendar days from the day of discussion with the employee, the immediate supervisor shall orally reply to the employee's complaint.

2. Formal Complaint – Step 1, Immediate Supervisor

- A. Within ten (10) calendar days of receipt of the answer from the immediate supervisor in an informal complaint, an employee shall file a formal written grievance. A grievance shall not be deemed to be properly filed unless it is completed on an official and appropriate form, furnished by the County. Such written grievance shall:
 - i. Fully describe the grievance and how the employee was adversely affected;
 - ii. Set forth the section(s) of the MOA, Personnel Rules and Regulations, and/or written policies that the employee alleges was violated;
 - iii. Indicate the date(s) of the incident(s) grieved;
 - iv. Specify the remedy or solution to the grievance sought by the employee.
- B. Within ten (10) calendar days, the immediate supervisor shall give his or her decision in writing to the employee on the original copy of the grievance.

3. Formal Complaint – Step 2, Division Head

- A. Within ten (10) calendar days from the receipt of the decision at Step 1, the employee may appeal to the employee's division head. The original copy of the grievance form shall be submitted.
- B. Within ten (10) calendar days from receipt of the grievance, the division head shall meet with the employee. The employee may be accompanied by his or her designated representative at such a meeting. The division head shall issue a written decision within ten (10) calendar days after the meeting.

4. Formal Complaint – Step 3, Agency/Department Head

- A. Within ten (10) calendar days from the receipt of the decision at Step 2, the employee may appeal to the agency/department head. The original copy of the grievance form, with the reasons in writing for the employee's

dissatisfaction with the answer given by the division head, shall be submitted.

- B. Within ten (10) calendar days after receiving the completed grievance form, the agency/department head or designated representative shall meet with the employee and thoroughly discuss the grievance. The employee may be accompanied by his or her designated representative at such a meeting. The department/agency head shall issue a written decision within fifteen (15) calendar days after the meeting.

On matters that do not concern or involve the interpretation or application of the specific terms and provisions of the MOA or past practice within the department/agency, the written decision of the department/agency head shall be final as to the disposition of matters within their authority.

Sec. 1504 **Arbitration:**

- A. A grievance unresolved in the steps enumerated above may be submitted to arbitration by UAPD by submitting a letter requesting that the grievance be submitted to arbitration to the Chief Deputy Executive Officer-Industrial Relations (CDEO-IRRM) within thirty (30) calendar days after the department/agency head renders a decision. Prior to submitting the matter to arbitration, CDEO-IRRM or their designee, may meet with UAPD in an effort to resolve the grievance. In the event the parties reach an agreement, such agreement shall be submitted to the County Executive Officer (CEO) for his or her approval. The CEO shall advise the parties of his or her decision within ten (10) calendar days after the receipt of the proposed resolution. If the CEO concurs with the agreement, the grievance shall be considered resolved and binding upon the parties. If the CEO rejects the agreement or fails to respond within the ten (10) working days described above, UAPD may proceed to submit the matter to arbitration. The grievance submitted to arbitration shall be limited to the grievance originally filed at the first step except as amended by mutual agreement between UAPD and the CDEO-IRRM or his or her designee.
- B. Within thirty (30) calendar days of the receipt of notice of appeal to arbitration, the parties shall attempt to choose an arbitrator to hear the matter. In the event the parties cannot mutually agree on an arbitrator within that time, the State Mediation and Conciliation Service shall be immediately asked to provide the parties with a panel of five (5) individuals from which one name shall be selected by the parties within ten (10) calendar days after the receipt of such list by alternate striking of names. The party making the first deletion shall be determined by lot. The remaining name shall be deemed to be the arbitrator for this grievance.

- C. Costs of the Arbitrator and Court Reporter, unless mutually agreed upon, the cost of the Court Reporter shall be borne by the party making the request, if any, shall be shared equally by the parties. If one party chooses to record the hearing, it shall, upon request, provide the other party and/or the arbitrator with a copy of that recording.
- D. The Arbitrator shall have no power to alter, amend, change, add to or subtract from any of the terms of this MOA, but shall determine only whether or not there has been a violation of the MOA in respect to the alleged grievance and remedy. The decision and/or award of the Arbitrator shall be based solely upon the evidence and arguments presented to him/her by the respective parties. The decision and/or award of the Arbitrator shall be final and binding upon the County, UAPD, and the employee affected, subject to judicial review.
- E. If either the County or UAPD shall claim before the Arbitrator that a particular alleged grievance fails to meet the tests of arbitrability as set forth in this MOA, the Arbitrator shall proceed to decide such issue before hearing the case upon its merits. The Arbitrator shall have the authority to determine whether he will hear the case on its merits at the same hearing in which the jurisdictional question is presented. In any case where the Arbitrator determines that such grievance fails to meet said test of arbitrability, he shall refer the case back to the parties without a decision or recommendation on the merits.
- F. All arbitration proceedings arising under this grievance procedure shall be governed by the provisions of Title 9 of Part 3 of the Code of Civil Procedure of the State of California.

Sec. 1505 **Grievance Remedies:**

Any remedy awarded in conjunction with a grievance submitted pursuant to this Article, either during the informal or formal grievance process as set forth in section 1503, above, or from the ensuing arbitration, as set forth in section 1504, above, including any back pay or benefits, shall be limited to 180 days from the date the formal written grievance is filed at Step 1, as set forth in section 1503(2)(A),above.

Sec. 1506 **Mediation:**

Prior to an arbitration hearing, UAPD and the County, by mutual agreement, may request the assistance of a mediator from the State Mediation and Conciliation Service in an attempt to resolve the grievance. The mediator shall have no authority to resolve the grievance except by agreement of UAPD and the County. In the event the grievance is not resolved, neither evidence nor concessions agreed to or offered during mediation shall be admissible at any subsequent hearing.

- Sec. 1507 **Waiver and Limits:**
Grievances may, by mutual agreement, be referred back to prior steps for further consideration or discussion or advanced to a higher step in the grievance procedure. Except for the time limitations set forth in section 1505 above, time limits specified in the grievance procedure of this MOA may be waived by mutual written agreement. Should the County fail to respond orally and/or in writing when required within the specific time limits, the grievance shall be automatically progressed to the next step of the grievance procedure. Likewise, should UAPD and/or the grievant fail to initiate or appeal any grievance within the specific time limits, the grievance shall be considered resolved on the basis of the County's last response and shall be considered waived and abandoned for all purposes.
- Sec. 1508 **Time Off For Grievance Resolution:**
An employee who has filed a written grievance shall be given a reasonable amount of time off with pay by their appointing authority to process, prepare and resolve their grievance.
- Sec. 1509 **Grievances and Rules or Memoranda Changes:**
Grievances shall be arbitrated on the basis of the Personnel Rules and Regulations, MOA, etc., in effect when the incident or incidents upon which the specific grievance is based occurred or first occurred.

ARTICLE 16 NO STRIKE/NO LOCKOUT

During the term of this Agreement, no work stoppages, strikes, or slowdowns shall be caused or sanctioned by UAPD, and no lockouts shall be made by the County. If this section is violated, the party committing the violation shall lose all rights under this Agreement.

ARTICLE 17 NON-DISCRIMINATION

The provisions of this Agreement shall be applied equally to all employees covered hereby without favor or unlawful discrimination because of age, sex, race, color, creed, national origin, or functional disability, the County's Affirmative Action Plan will be fully supported by UAPD.

ARTICLE 18 STATE DISABILITY INSURANCE

The parties agree that the Per Diem Unit shall participate in the SDI Program. The Per Diem employees shall pay all costs of SDI coverage.

ARTICLE 19 COUNTY RIGHTS

It is the exclusive right of the County to direct its employees, take disciplinary action for cause, relieve its employees from duty because of lack of work or for other legitimate reason, classify and reclassify positions, and determine the methods, means, and personnel by which the County's operations are to be conducted; provided, however, that the exercise and retention of such rights do not preclude employees or their representatives from consulting about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.

Nothing contained in this provision shall be deemed to supersede the provisions of existing State law and the ordinances and rules of the County which established the Civil Service System.

ARTICLE 20 UAPD RIGHTS

Sec. 2001 **Negotiating Committee:**

The committee authorized by UAPD to consult, meet and confer, or negotiate collectively shall consist of no more than three (3) members covered by this MOA – though not all three from the same clinic site. Employee/members will be paid by the County for the time spent in negotiations with management, but only for the straight time hours they would otherwise have worked on their regular work schedule. Meetings shall be held at a time and place mutually acceptable to all parties. One (1) additional employee/member shall be authorized as an alternate and compensated when approval and authorization for such payment has been made by the County.

Sec. 2002 **Access:**

UAPD paid labor representatives shall be granted access to employees, in accordance with this Article, upon directly notifying the designated management representative and after advising said authority of the general nature of the business. UAPD will not meet with any employees during scheduled work time, in restricted units, and shall not disrupt or interfere with the duties and operations of the workplace.

Requests to access non-work areas shall be made by personally contacting the appointing authority or designated management representative as far in advance as possible, but at minimum 24 hours prior to being onsite. The Labor Representative shall comply with security measures and precautions pertaining to facility access. The appointing authority shall not unreasonably withhold timely access. If a request is denied, the appointing authority or designated representative shall establish a mutually agreeable time for access to the employee(s).

UAPD Labor Representatives granted access shall limit such visits to a reasonable period of time, taking into consideration the nature of the grievance or appeal or other representation activity. UAPD Labor Representatives shall be provided access to non-work areas such as conference rooms and cafeteria to conduct representation activities during employees' non- work time.

Sec. 2003 **Interdepartmental Messenger Service (Brown Mail)**

The County's interdepartmental messenger service (brown mail) may be used for individual business-oriented communication between employees who are represented by UAPD and between the members of the Board of Directors of UAPD and individual members, provided that all mass communications intended for broad departmental distribution shall be approved in advance by the County Executive Officer or his designated representative.

- Sec. 2004 **Meeting Space:**
Upon written request of UAPD, the County shall provide meeting space outside of working hours, provided such place is available and UAPD complies with all departmental rules and policies of the Board of Supervisors.
- Sec. 2005 **Bulletin Boards:**
The County will designate a bulletin board or a portion of an existing bulletin board at each clinic for the exclusive use of UAPD. The space allotted shall not be less than 2' x 3' or more than 3' x 4'. A copy of all material to be displayed upon the bulletin board shall be provided to the designated clinic representative. If the clinic representative objects to the contents of such material, they shall immediately notify the UAPD staff or representative. Such material shall be removed from the board, based upon the clinic representative's objections and if an agreement cannot be reached between UAPD and the clinic representative, the matter shall be immediately referred to the Industrial Relations Manager in the County Executive Office for resolution. If either party objects to the Industrial Relations Manager's decision, they have the alternative of filing an unfair labor practices charge before the Civil Service Commission. UAPD is responsible for posting material upon the designated bulletin board and for neat and orderly maintenance thereof. Such material shall be signed and dated by a unit representative, officer, or staff member of the Union.
- Sec. 2006 **Display and Distribution of Materials:**
During non-working hours, UAPD shall have the right to distribute UAPD literature to workstations (i.e., desks and in-baskets) of the employees it represents. Such material distributed to workstations is subject to the procedure for obtaining prior approval of departmental management set forth in Section 2002.
- Sec. 2007 **New Employees and Employee Lists:**
Each biweekly payroll period, the County shall furnish UAPD a listing of new employees hired and employees terminated within the UAPD bargaining unit. The biweekly employee listing shall be delivered by electronic mail to the account(s) specified by UAPD and will include the following information: first name, last name, middle initial; employee identification number; job code, job title, FLSA status, rate of pay (hourly or biweekly), standard hours worked per week, full-time/part-time status, employee class type, start date, Union code and description, work location and address, and pay status.
- Sec. 2008 **Employee Orientation:**
The County shall provide UAPD written notice of Employer-wide new employee orientations at least ten (10) calendar days prior to the event.
- At the end of each formal orientation session, representatives of UAPD shall be permitted to make a presentation of up to sixty (60) minutes during a full-day orientation session and up to thirty (30) minutes during a half-day or

less orientation session. Attendance at these presentations is mandatory for new employees hired into classifications covered by this Agreement. During these presentations, UAPD may present written materials to attendees with the understanding that UAPD, no less than two business days before the orientation session, will provide the County with a copy of its complete presentation along with a detailed meeting agenda, to include all written materials to be distributed by UAPD during its portion of the orientation session.

Not more than one (1) UAPD steward may participate in new employee orientation sessions. UAPD stewards participating in new employee orientations during normally scheduled working hours may do so by either utilizing UAPD Representative Time as set forth in Sec. 2010, or use leave without pay.

Sec. 2009 **Union Security:**

- A. All unit employees who on the effective date of this MOA are members of UAPD and all unit employees who thereafter voluntarily become members of UAPD shall have union membership dues deductions made by the County during the term of this MOA subject to revocation pursuant to the terms of the employee's dues authorization card or other lawful basis for revocation of deductions.
- B. Any unit employee who is not a member of UAPD as of the effective date of this MOA and who chooses to become a member of UAPD shall be required to complete a dues authorization card in which the employee clearly and affirmatively indicates that the employee is electing to join UAPD and have dues deducted from the employee's paychecks. UAPD shall submit certification to the County Auditor-Controller's Office for processing by email that it has received such dues authorization card and identify the employee by name and identification number.
- C. Pursuant to Government Code section 1157.12, if a member desires to revoke, cancel, or change prior dues deduction authorization, such requests shall be directed to UAPD. Any employee wishing to revoke the employee's dues authorization must submit such a request directly to UAPD, pursuant to the terms of the employee's dues authorization card or other lawful methods of revocation of deductions.
- D. UAPD shall advise the Auditor-Controller via email of any revocations submitted by members within ten (10) business days after receipt from the employee of the revocation request, if practicable. Such updates shall identify the employee(s) by name and County identification number. The County shall certify via email

receipt of the request and certify that dues deductions will cease within the biweekly period.

- E. UAPD agrees to hold harmless the County and its officers, employees and agents from any liability that may result from making, canceling, or changing deductions for which UAPD was responsible for providing written notice to the County under this section. This is not intended to limit or waive any other remedies the County may have under law.

Sec. 2010 **Union Business / UAPD Member Representative Time:**

Effective July 1, 2021, and on the same date on each subsequent year, a UAPD Member Representatives' Bank will begin the year with eighty (80) hours of release time for use in the preparation investigation and presentation of filed grievances, attend Weingarten, Skelly, or any other meeting where a UAPD member would be entitled to representation. UAPD Member Representatives may draw from the Member Representatives' Bank only during a regularly scheduled workday. No one UAPD Member Representative shall use more than twenty-five percent (25%) of the Member Representatives' Bank. The bank hours used will be in accordance with the provisions of this article, and UAPD Member Representatives are required to report all bank hours on their timecards. It is further agreed that UAPD Member Representatives will conduct all other Union business, except for time spent in negotiations, on their own time by utilizing leave without pay.

ARTICLE 21 FULL UNDERSTANDING, MODIFICATION WAIVER

- A. This MOA sets forth the full and entire agreement of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreement by the parties, whether formal or informal, regarding any such matters, are hereby superseded or terminated in their entirety.
- B. Except as specifically provided herein, during the term of the MOA each party voluntarily and unqualifiedly waives its right to propose or implement changes, and to compel the other party to negotiate regarding proposed changes, with respect to any subject or matter covered herein or with respect to any other matter within the scope of negotiations, unless mutually agreed upon.
- C. Any alteration, variation, waiver or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved and implemented by the County's Board of Supervisors.
- D. The waiver of any term or condition, or of any breach of a term or condition, of this MOA by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 22 AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Agreement:

- A. Management's principal authorized agent shall be the Director-Human Resources or his or her duly authorized representative.
- B. UAPD's principal authorized agent shall be the designated UAPD Labor Representative or his or her duly authorized representative.

ARTICLE 23 PROVISIONS OF LAW

It is understood and agreed that this Agreement is subject to all current and future applicable federal, state, and County laws and regulations. If any part or provision of this Agreement is in conflict or inconsistent with such applicable provisions of federal, state or County laws, rules and regulations or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of this Agreement shall not be affected thereby.

ARTICLE 24 PATIENT CARE COMMITTEE

At the request of either the County or UAPD, a meeting of the Patient Care Committee (PCC) may convene once per quarter for a duration not to exceed three (3) hours. The party initiating the meeting shall be responsible for developing the agenda inclusive of the proposed meeting date, meeting duration, and items proposed to be discussed. PCC meetings will generally be used for the purpose of providing a forum to review and discuss subjects of mutual concern, or as appropriate to develop plans of action on subjects which include, but are not limited to:

- Assurance of professional standards
- Scope of practice
- Staffing
- Scheduling
- Productivity
- Quality Metrics
- Optimum patient care
- Other topics where there is a recognized joint responsibility to provide quality medical care

The party to whom the request for a meeting is made will acknowledge and respond to the request as soon as possible, but not later than two (2) weeks from the date the request was received.

Agenda items are subject to the mutual agreement of both parties. The parties agree that the PCC meetings as described in this section are not intended as a forum to discuss grievable or negotiable issues.


Up to four (4) UAPD-represented members and four (4) County representatives shall be authorized to attend the PPC meeting. At the time that any PCC meeting is requested, UAPD and the County will identify to each other who will be attending to represent their respective sides.

Agreed on this 21st day of June 2021, by:

COUNTY OF VENTURA



J. Tabin Cosio, Chief Deputy



Theresa Cho, M.D.
CEO Ambulatory Care

**UNION OF AMERICAN PHYSICIANS
AND DENTISTS**



Patricia Hernandez, Chief Negotiator

**On behalf of the UAPD Per Diem
Bargaining Committee:**

Christine Dumont, M.D.
Catherine Kim, M.D.
Leah Patrick, M.D.
Jodie Reisbord, M.D.