

MEMORANDUM OF UNDERSTANDING

2015 - 2018

COUNTY OF ORANGE

AND

THE ORANGE COUNTY EMPLOYEES ASSOCIATION

FOR THE

COUNTY HEALTHCARE PROFESSIONAL UNIT

This Memorandum of Understanding sets forth the terms of agreement reached between the County of Orange and the Orange County Employees Association as the Exclusively Recognized Employee Organization for the County Healthcare Professional Unit for the period beginning June 26, 2015 through June 22, 2018. Unless otherwise indicated herein, all provisions shall become effective June 26, 2015.

ARTICLE I WORKWEEK, OVERTIME AND PREMIUM PAY

Section 1. Workweek

- A. The official workweek for full-time employees in classifications designated as non-exempt from FLSA shall be forty (40) hours. The workweek shall begin on each Friday at 12:01 a.m. and end with the following Thursday at 12:00 midnight except for employees working an alternate schedule, such as a 9/80. For these employees the beginning and end of the workweek shall be the mid-point of their eight (8) hour day. However, for employees on an alternate schedule that does not meet the parameters described above, a different workweek may be designated. Work ordered and performed in excess of forty (40) hours actually worked in a workweek, or eighty (80) hours of paid time in the pay period for employees in FLSA exempt classifications, shall be overtime. Work ordered and performed in excess of forty (40) hours of paid time in a workweek, or eighty (80) hours of paid time in the pay period for employees in FLSA exempt classifications, in accordance with an emergency declared by the Board of Supervisors, activation of the County's Emergency Operations Center (EOC) or Agency/Department Operations Center (DOC), shall be overtime.
1. Employees shall receive compensation on a biweekly basis. The pay period for employees in specified agencies, departments or divisions shall start on a Friday and end on the second Thursday thereafter.
 2. Work shall not be regularly scheduled on more than ten (10) calendar days during any pay period and scheduled days off shall fall on at least two (2) consecutive calendar days. Alternate work schedules shall not be implemented without the County and OCEA first negotiating and attempting to reach agreement on such hours of work for each division or work unit in each agency or department proposing implementation of such alternate work schedules.
- B. The County agrees to give employees a seven (7) calendar day advance notice of a shift change whenever practicable.
- C. No employee shall be permitted to work more than sixteen (16) consecutive hours except in an emergency situation.
- D. The County shall discuss with OCEA any proposed changes in existing scheduled hours of work before such changes are put into effect. Whenever practicable, the County shall provide written notification of such proposed changes to OCEA at least fourteen (14) calendar days before such changes are put into effect.

- E. Except as otherwise provided, no employee may be employed in one (1) or more positions, full or part-time, more than the total number of hours for the employee's work period as defined in A., above, except on authorized overtime.
- F. This Section shall not prevent an employee or group of employees from requesting a modified work schedule. Such requests may be implemented by an agency/department.
 - 1. Upon written request by OCEA, the County agrees to study the feasibility of establishing work schedules consisting of either:
 - a. four (4) ten (10) hour workdays per week;
 - b. four (4) nine (9) hour workdays each week with an additional eight (8) hour workday on alternate weeks;
 - c. twelve (12) hour workdays;
 - d. flex time.
 - 2. The County shall initiate such studies within thirty (30) days and provide a written response within ninety (90) days.
 - 3. OCEA agrees not to request more than twelve (12) such studies concurrently for the combined units represented by OCEA and no more than three (3) concurrently for each agency/department.
 - 4. The County agrees to discuss with OCEA any findings and recommendations prior to reaching a final decision and implementation.
- G. In addition to any other position or positions that are held, an employee may also voluntarily work in a capacity authorized for the Registrar of Voters in the course of an election provided that such election work does not unduly interfere with the employee's regular assignment. Election work shall be compensated at the rate authorized for such work.

Section 2. Overtime

A. Notification of Employees of Work Required Beyond Normal Schedule

If in the judgment of the agency/department, work beyond the normal workday, workweek or work period is required, the agency/department will notify any employee who may be asked to perform such work of the apparent need as soon as practicable prior to when the work is expected to begin. If this additional work results in hours worked in excess of forty (40) in the employee's designated workweek for classifications designated as non-

exempt from FLSA or eighty (80) in FLSA exempt classifications, the employee shall be compensated for these excess hours at the overtime rate as defined by Section 2.C.1.

B. Distribution of Overtime

1. The County shall make a reasonable effort to make overtime opportunities available on an equal basis to employees capable of performing the work.
2. If the responsible supervisor determines that overtime is necessary on work that started on an assigned shift, the assigned employee(s) may continue with that work as an extension of the assigned shift.
3. If the responsible supervisor determines that overtime is necessary on a client case or patient case already assigned to a particular employee, any such overtime may be assigned exclusively to that employee.
4. The County and OCEA may meet and confer and, in so doing, shall attempt to reach agreement regarding specific provisions for the distribution of overtime among employees of various individual work units. Such provisions shall be consistent with Sections 2.B.2. and 3. above.

C. Payment for Overtime

1. Except as provided in 2.C.3., below, overtime shall be compensated at one and one-half (1 1/2) times the regular rate.
2. Except as provided in 2.C.3., below, for all regular, limited-term and probationary employees, overtime may be converted to compensatory time or paid for at the option of the agency/department. Consideration shall be given to effectuating the wishes of employees. The maximum number of CTO hours which may be accrued by any employee is eighty (80). If an employee accrues 80 hours of CTO, he/she cannot accrue additional CTO until he/she uses some of the hours in his/her bank; instead, employees will be paid for all overtime work performed in excess of that amount.
3. Overtime hours worked by extra help employees shall be paid.
4. Compensatory time earned and accrued by an employee in excess of thirty-two (32) hours may be scheduled off for an employee by his or her agency/department; however, consideration shall be given to effectuating the wishes of those employees requesting specific

compensatory time off periods.

5. No scheduled compensatory time off will be cancelled except in cases of emergency.
6. In no case may an employee's work schedule be changed during the workweek when the purpose of such change is to avoid overtime compensation.
7. Time worked as overtime shall not be used to earn fringe benefits or to serve out probation or merit increase periods. Compensatory time off may be used as part of the established workweek to earn fringe benefits and to serve out probationary and merit increase periods.
8. An employee separating from the County service shall be paid for accumulated compensatory time in a lump sum payment.

Section 3. Rest Periods and Cleanup Time

- A. Employees shall be allowed rest periods of fifteen (15) minutes during each four (4) consecutive hours of work.

Such rest periods shall be scheduled in accordance with the requirements of the agency/department, but in no case shall rest periods be scheduled within one (1) hour of the beginning or the ending of a work shift or lunch period. The County may designate the location or locations at which rest periods may be taken.

Rest periods shall be considered hours worked and employees may be required to perform duties, if necessary.

- B. Each employee shall, when necessary, be permitted up to fifteen (15) minutes of paid County time at the end of each work shift to perform such activities as cleaning up a work area, putting away tools, personal wash-up and changing clothes.

Section 4. Premium Pay

A. Night Shift Differential

1. An employee who works an assigned night shift shall, in addition to his or her regular salary, be paid a night shift differential for each hour actually worked on the assigned night shift.
2. Except as provided in 5. and 6., below, for purposes of this Section, night shift shall mean an assigned work shift of seven (7) consecutive

hours or more which includes at least four (4) hours of work between the hours of 4 p.m. and 8 a.m. Hours worked as an extension of an assigned shift eligible for Night Shift Differential shall be paid at the same Night Shift Differential rate as the assigned shift. Hours worked as an extension of an assigned shift not eligible for Night Shift Differential shall not be eligible for Night Shift Differential.

3. Except as provided in 4., 5. and 6. below, the rate of night shift differential shall be five (5) percent of the employee's basic hourly rate with a minimum of sixty (60) cents per hour and a maximum of one (1) dollar and fifty (50) cents per hour.
4. The rate of night shift differential for employees in the classes listed below shall be one (1) dollar and twenty-five (25) cents per hour:

Behavioral Health Nurse
Comprehensive Care Physician Assistant I
Comprehensive Care Physician Assistant II
Licensed Vocational Nurse
Medical Assistant
Nurse Practitioner Candidate
Nurse Practitioner I
Nurse Practitioner II
Physician Assistant I
Physician Assistant II Public
Health Nurse I Public Health
Nurse II Public Health Nurse
III Senior Public Health
Nurse Senior Staff Nurse
Staff Nurse

5. An employee in the below listed classes who works an assigned night shift where the majority of the hours are between 5:00 p.m. to 11:00 p.m. shall, in addition to his/her regular pay, be paid a night shift differential of one dollar and seventy-five (\$1.75) cents per hour for each hour actually worked on the assigned night shift. Hours worked as an extension of an assigned shift eligible for Night Shift Differential shall be paid at the same Night Shift Differential rate as the assigned shift. Hours worked as an extension of an assigned shift not eligible for Night Shift Differential shall not be eligible for Night Shift Differential.

Clinical Psychologist I Clinical
Psychologist II Clinical Social
Worker I Clinical Social
Worker II
Comprehensive Care Licensed Vocational Nurse Comprehensive

Care Nurse I
Comprehensive Care Nurse II Comprehensive
Care Nurse Practitioner I Comprehensive Care
Nurse Practitioner II Comprehensive Care
Physicians Assistant I Comprehensive Care
Physicians Assistant II Marriage Family
Therapist I
Marriage Family Therapist II
Medical Assistant

6. An employee in the below listed classes who works an assigned late night shift where the majority of hours are between 11:00p.m. to 7:00 a.m. shall, in addition to his or her regular pay, be paid a late night shift differential of two dollars and seventy five (\$2.75) cents per hour for each hour actually worked on the assigned late night shift. Hours worked as an extension of an assigned shift eligible for Night Shift Differential shall be paid at the same Night Shift Differential rate as the assigned shift. Hours worked as an extension of an assigned shift not eligible for Night Shift Differential shall not be eligible for Night Shift Differential.

Clinical Psychologist I Clinical
Psychologist II Clinical Social
Worker I Clinical Social
Worker II
Comprehensive Care Licensed Vocational Nurse Comprehensive
Care Nurse I
Comprehensive Care Nurse II Comprehensive
Care Nurse Practitioner I Comprehensive Care
Nurse Practitioner II Comprehensive Care
Physicians Assistant I Comprehensive Care
Physicians Assistant II Marriage Family
Therapist I
Marriage Family Therapist II
Medical Assistant

B. On-Call Pay

1. When a regular, limited-term or probationary employee is assigned on-call duty by the County, the employee shall, whenever practicable, be informed in writing at least five (5) days in advance of the dates and inclusive hours of such assignment; the employee shall be compensated at one-fourth (1/4) of his or her basic hourly rate for the entire period of such assignment.

2. On-call duty requires the employee so assigned to: (1) be reachable by telephone or other communications device; (2) be able to report to work in a reasonable time; and (3) to refrain from activities which might impair his or her ability to perform assigned duties.
3. Employees paid on a sixteen (16) hour shift basis are exempt from these provisions.
4. On-call pay shall not apply to extra help employees unless expressly directed in writing to be on-call.

C. Call-Back Pay

1. When an employee returns to work because of an agency/department request made after the employee has completed his or her normal work shift and left the work station, the employee shall be credited with four (4) hours work plus any hours of work in excess of four (4) hours in which the employee is continuously engaged in work for which he or she was called back.
2. Except as provided in 6.C.3., below, call-back shall be paid at one and one-half (1 1/2) times the regular rate.
3. There shall not be any duplication or pyramiding of rates paid under this Section.
4. An employee shall be credited with not more than one (1) minimum four (4) hour guarantee for work performed during any four (4) consecutive hour period.
5. An employee credited with four (4) hours pursuant to this Section may be assigned other work until the guaranteed time has elapsed.
6. Call-back pay shall apply only when an employee is required to physically return to work (e.g., leave home or another off-duty location) in order to perform required duties.

D. Bilingual Pay

1. Except as provided in 2. below, qualified employees who meet the following criteria shall receive an additional forty (40) cents per hour (approximately sixty-nine (69) dollars per month) for all hours actually paid.
 - a. An employee must be assigned by agency/departmental management to speak or translate a language in addition to English.

This includes such specialized communication skills as sign language.

- b. Employees must regularly and frequently speak and/or translate a second language, i.e., once daily.
- c. To become qualified, employees must be certified as qualified by the Chief Human Resources Officer.

2. Exceptional Bilingual Pay

Qualified employees in the following classes who, in addition to meeting the criteria in 1.a., b. and c. above, are assigned by agency/department management to perform exceptional bilingual duties that are essential to the performance of their professional and/or technical duties and responsibilities shall receive an additional seventy (70) cents per hour (approximately one hundred and twenty- one (121) dollars per month) for all hours actually paid:

Behavioral Health Nurse
Clinical Psychologist I Clinical
Psychologist II
Community Mental Health Psychiatrist Comprehensive
Care Licensed Vocational Nurse I Comprehensive
Care Licensed Vocational Nurse II Comprehensive
Care Nurse I
Comprehensive Care Nurse II Comprehensive
Care Nurse III Comprehensive Care Nurse
Practitioner Comprehensive Care Nurse
Practitioner I Comprehensive Care Nurse
Practitioner II Comprehensive Care Physician
Assistant I Comprehensive Care Physician
Assistant II Dentist
Health Education Associate Health
Educator
Licensed Vocational Nurse
Nurse Mid-Wife I
Nurse Mid-Wife II Nurse
Practitioner I Nurse
Practitioner II
Nurse Practitioner Candidate
Occupational Therapist I
Occupational Therapist II
Occupational Therapist III Public
Health Nutritionist I Public Health

Nutritionist I Physical Therapist I
Physical Therapist II
Physical Therapist III
Physician Assistant I
Physician Assistant II
Physician-Specialist
Psychologist I Psychologist
II
Public Health Medical Officer I Public
Health Nurse I
Public Health Nurse II Public
Health Nurse III Senior
Public Health Nurse Senior
Staff Nurse
Staff Nurse

3. Specialized Bilingual Pay

Qualified employees in the following classes who, in addition to meeting the criteria in 1.a., b. and c. above, are assigned by agency management to perform specialized bilingual duties that are essential to the performance of their professional duties and responsibilities shall receive an additional ninety (90¢) cents per hour (approximately one hundred and fifty-six (\$156) dollars per month) for all hours actually paid:

Clinical Social Worker I
Clinical Social Worker II
Marriage Family Therapist I
Marriage Family Therapist II

4. An employee shall not be eligible to receive more than one (1) type of bilingual pay concurrently.
5. Bilingual pay shall not apply to workers' compensation supplement pay.
6. An employee in a bilingual assignment may request assignment to a position which does not require bilingual certification. The request shall be made in writing to the agency/department head, who will consider it according to:
 - a. agency/department need;
 - b. availability of a qualified replacement; and
 - c. availability of another suitable assignment for the requesting

employee.

7. Upon the agreement of the County and OCEA, negotiations shall be reopened for the sole purpose of considering the addition or deletion of classes eligible for exceptional bilingual pay.

E. Jail Salary Supplement

1. An employee classified in one of the classes listed below who is permanently assigned to the Central Jail/Intake/Release Center (including Correctional Medical Services), Theo Lacy Branch Jail or James Musick Facility shall, in addition to biweekly salary, be paid an additional seventy-five (75) cents per hour for all paid hours:

Clinical Psychologist I Clinical
Psychologist II Clinical Social
Worker I Clinical Social
Worker II
Community Mental Health Psychiatrist
Comprehensive Care Physician Assistant I
Comprehensive Care Physician Assistant II
Dental Assistant I
Dental Assistant II
Dental Hygienist Dentist
Marriage Family Therapist I
Marriage Family Therapist II
Medical Assistant Pharmacist
Physician
Physician Assistant I
Physician Assistant II
Physician Specialist
Psychologist I
Public Health Medical Officer I

2. Comprehensive Care Nurse Jail Incentive

An employee in any of the below listed classes assigned to work in an adult or juvenile correctional or institutional facility shall, in addition to his or her regular pay, be paid seventy five (75) cents per hour for all hours paid.

Comprehensive Care Licensed Vocational Nurse Comprehensive
Care Nurse I
Comprehensive Care Nurse II Comprehensive
Care Nurse Practitioner I Comprehensive Care

Nurse Practitioner II

3. Jail Salary Supplement and Comprehensive Care Nurse Jail Incentive shall not apply to workers' compensation supplement pay or be used as a base rate for overtime, other premium pay, etc., unless otherwise required by law.

F. Board Certification Pay

1. For the purposes of this section, Board Certification shall mean those Board Certifications designated by a State of California or National Board.
2. Employees in pay status and assigned on a regular, full-time basis in the classifications of Physician, Physician - Specialist, Public Health Medical Officer I, and Clinical Psychologist II, who are Board Certified, shall receive, in addition to his or her salary, the equivalent of three hundred fifty dollars (350) monthly (approximately one hundred sixty-one dollars and fifty-four cents (161.54) bi-weekly).
3. Employees in pay status and assigned on a regular, full-time basis in the classifications of Occupational Therapist II, Occupational Therapist III, Physical Therapist II and Physical Therapist III, who are Board Certified in Pediatric Specialty, shall receive, in addition to his or her salary, the equivalent of three hundred fourteen dollars (314) monthly (approximately one hundred forty-five dollars (145) bi-weekly.)
4. Employees in pay status and assigned on a regular, full-time basis in the classification of Community Mental Health Psychiatrist, who are Board Certified, shall receive, in addition to his or her salary, the equivalent of eight hundred dollars (800) monthly (approximately three hundred sixty-nine and twenty-three cents (369.23) biweekly).
5. Employees in pay status and assigned on a regular, full-time basis in the classification of Community Mental Health Psychiatrist who, in addition to the above Board Certification, are also Board Certified in a subspecialty area such as Child and Adolescent, Geriatrics, or Forensic Psychiatry, when said subspecialty certification is related to his or her assignment, shall receive, in addition to his or her salary the equivalent of one thousand dollars (1,000) monthly (approximately four hundred sixty-one and fifty four cents (461.54) biweekly).
6. Employees in pay status and assigned on a regular, full-time basis in the classification of Community Mental Health Psychiatrist, who are designated by the Health Care Agency to perform in the role of Systems of Care Administrator (Medical Director) or MD/Chief of Direct

Services shall be paid, in addition to his or her salary, the equivalent of one thousand five hundred forty dollars (1,540) monthly (approximately seven hundred ten dollars and seventy-seven cents (710.77) biweekly).

7. Employees in part-time regular or part-time limited-term positions shall receive pro-rata Board Certification pay in bi-weekly segments.
8. Employees are only eligible to receive one of the above listed premium pays, and shall receive the highest premium pay based on the above eligibility criteria and assignment.

G. Licensure Differential Pay

1. Employees designated by the agency in the classifications of Community Mental Health Psychiatrist, Physician, Physician - Specialist, and Public Health Medical Officer I whose license is used to authorize the performance of duties and/or whose oversight is required for the performance of duties of a nurse practitioner or physicians assistant shall receive a licensure differential of one dollar and sixty cents (1.60) for each hour such licensure is required.

H. Toxic Hazardous Duty Pay

An employee in the class of Hazardous Materials Specialist III assigned to the Emergency Response Team for the purpose of responding to a toxic hazard emergency shall be paid \$1.00 (one-dollar) per hour for all hours worked while assigned to the Hazardous Materials Emergency Response Team.

I. Nurse Retention Incentive

1. Upon completion of approximately 10,400 service hours (approximately five years of service), regular or limited-term full-time employees in a Nurse classification shall receive three (3) percent of annual base salary as a one-time, lump sum payment. Regular or limited-term part-time employees shall receive the retention incentive upon completion of approximately 5,200 service hours (approximately five equivalent years of service).
2. Upon completion of approximately 20,800 service hours (approximately ten years of service), regular or limited-term full-time employees in a Nurse classification shall receive three (3) percent of annual base salary as a one-time, lump sum payment. Regular or limited-term part-time

employees shall receive the retention incentive upon completion of approximately 10,400 service hours (approximately ten equivalent years of service).

3. The Retention Incentive shall be processed within two (2) pay periods of the completion of the required service hours.
4. The Nurse Retention Incentive does not apply to employees who have already achieved the required years of service (service hours) as of the date of adoption of this agreement.

J. Nurse Hiring Incentive

Each employee in a Nurse classification who completes new employee probation shall receive a one-time, lump sum incentive of one thousand (1,000) dollars, within (2) pay periods after completion of new employee probation.