MEMORANDUM OF UNDERSTANDING

BETWEEN

CONTRA COSTA COUNTY

AND

TEAMSTERS, LOCAL 856

JULY 1, 2016 – JUNE 30, 2019

TEAMSTERS, LOCAL 856
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ATTACHMENTS

MEMORANDUM OF UNDERSTANDING
BETWEEN
CONTRA COSTA COUNTY
AND
TEAMSTERS, LOCAL 856

This Memorandum of Understanding (MOU) is entered into pursuant to the authority contained in Division 34 of Board of Supervisors' Resolution 81/1165 and has been jointly prepared by the parties.

The Employee Relations Officer (County Administrator) is the representative of Contra Costa County in employer-employee relations matters as provided in Board of Supervisors' Resolution 81/1165.

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in units in which the Union is the recognized representative, have freely exchanged information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations covering such employees.

This MOU shall be presented to the Contra Costa County Board of Supervisors, as the governing board of Contra Costa County, and the Contra Costa County Fire Protection District, as the joint recommendations of the undersigned for salary and employee benefit adjustments for the term set forth herein.

Special provisions and restrictions pertaining to Project employees covered by this MOU are contained in Attachment C which is attached hereto and made a part hereof.

SECTION 1 - UNION RECOGNITION

DEFINITIONS

Appointing Authority: Department Head unless otherwise provided by statute or ordinance.

Class: A group of positions sufficiently similar with respect to the duties and responsibilities that similar selection procedures and qualifications may apply and that the same descriptive title may be used to designate each position allocated to the group.

Class Title: The designation given to a class, to each position allocated to the class, and to the employees allocated to the class.

County: Contra Costa County.

Demotion: The change of a permanent employee to another position in a class allocated to a salary range for which the top step is lower than the top step of the class which the employee formerly occupied except as provided for under Transfer or as otherwise provided for in this MOU, in the Personnel Management Regulations, or in specific resolutions governing deep classes.

Director of Human Resources: The person designated by the County Administrator to serve as the Assistant County Administrator-Human Resources Director.

Eligible: Any person whose name is on an employment or reemployment or layoff list for a given class.

Employee: A person who is an incumbent of a position or who is on leave of absence in accordance with provisions of this MOU and whose position is held pending his return.

Employment List: A list of persons who have been found qualified for employment in a specific class.

Layoff List: A list of persons who have occupied positions allocated to a class in the Merit System and who have been involuntarily separated by layoff or displacement or demoted by displacement, or have voluntarily demoted in lieu of layoff or displacement, or have transferred in lieu of layoff or displacement.

Per Diem Employment: Per diem employment is any employment that requires the services of a person on a daily basis, and that person is paid on an hourly basis and his/her classification has "per diem" in its title. Notwithstanding any other provision of the MOU, per diem employees are entitled only to an hourly wage and those special pays identified in Attachment F. No other pays or benefits identified in the MOU apply to per diem employees.

Permanent-Intermittent Position: Any position which requires the services of an incumbent for an indefinite period, but on an intermittent basis, as needed, paid on an hourly basis.

Permanent Part-Time Position: Any position which will require the services of an incumbent for an indefinite period, but on a regularly scheduled less than full-time basis.

Permanent Position: Any position which has required, or which will require the services of an incumbent without interruption, for an indefinite period.

Project Employee: An employee who is engaged in a time limited program or service by reason of limited or restricted funding. Such positions are typically funded from outside sources but may be funded from County revenues.

Promotion: The change of a permanent employee to another position in a class allocated to a salary range for which the top step is higher than the top step of the class which the employee formerly occupied, except as provided for under Transfer or as otherwise provided for in this MOU, in the Personnel Management Regulations, or in specific resolutions governing deep classes.

Position: The assigned duties and responsibilities calling for the regular full-time, part-time or intermittent employment of a person.

Reallocation: The act of reassigning an individual position from one class to another class at the same range of the salary schedule or to a class which is allocated to another range that is within five percent (5%) of the top step, except as otherwise provided for in the Personnel Management Regulations, deep class resolutions or other ordinances.

Reclassification: The act of changing the allocation of a position by raising it to a higher class or reducing it to a lower class on the basis of significant changes in the kind, difficulty or responsibility of duties performed in such position.

Reemployment List: A list of persons who have occupied positions allocated to any class in the merit system and who have voluntarily separated and are qualified for consideration for reappointment under the Personnel Management Regulations governing reemployment.

Resignation: The voluntary termination of permanent employment with the County.

Temporary Employment: Any employment in the Merit System which will require the services of an incumbent for a limited period of time, paid on an hourly basis, not in an allocated position or in permanent status.

Transfer: The change of an employee who has permanent status in a position to another position in the same class in a different department, or to another position in a class which is allocated to a range on the salary plan that is within five percent (5%) at top step as the class previously occupied by the employee.

Union: Teamsters, Local 856

SECTION 1 - UNION RECOGNITION

The Union is the formally recognized employee organization for the representation units listed below, and such organization has been certified as such pursuant to Board of Supervisors' Resolution 81/1165.

Attendant-LVN-Aide Unit
General Services and Maintenance Unit
Health Services Unit

SECTION 2 - UNION SECURITY

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

2.2 Agency Shop.

A. The Union agrees that it has a duty to provide fair and non-discriminatory representation to all employees in all classes in the units for which this section is applicable regardless of whether they are members of the Union.

B. All employees employed in a representation unit on or after the effective date of this MOU and continuing until the termination of the MOU, shall as a condition of employment either:

1. Become and remain a member of the Union or;

2. Pay to the Union, an agency shop fee in an amount which does not exceed an amount which may be lawfully collected under applicable constitutional, statutory, and case law, which under no circumstances shall exceed the monthly dues, initiation fees and general assessments made during the duration of this MOU. It shall be the sole responsibility of the Union to determine an agency shop fee which meets the above criteria; or

3. Do both of the following:

   a. Execute a written declaration that the employee is a member of a bona fide religion, body or sect which has historically held a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and

b. Pay a sum equal to the agency shop fee described in Section 2.2.B.2 to a non-religious, non-labor, charitable fund chosen by the employee from the following charities: Family and Children's Trust Fund, Child Abuse Prevention Council and Battered Women's Alternative.

C. The Union shall provide the County with a copy of the Union's Hudson Procedure for the determination and protest of its agency shop fees. The Union shall provide a copy of said Hudson Procedure to every fee payer covered by this MOU within one month from the date it is approved and annually thereafter, and as a condition to any change in the agency shop fee. Failure by an employee to invoke the Union's Hudson Procedure within one month after actual notice of the Hudson Procedure shall be a waiver by the employee of their right to contest the amount of the agency shop fee.

D. The provisions of Section 2.2.B.2 shall not apply during periods that an employee is separated from the representation unit but shall be reinstated upon the return of the employee to the representation unit. The term separation includes transfer out of the unit, layoff, and leave of absence with a duration of more than thirty (30) days.

E. Annually, the Union shall provide the Human Resources Director with copies of the financial report which the Union annually files with the California Public Employee Relations Board. Such report shall be available to employees in the unit. Failure to file such a report within sixty (60) days after the end of its fiscal year shall result in the termination of all agency shop fee deductions without jeopardy to any employee, until said report is filed, and upon mutual agreement, this time limit may be extended to one hundred twenty (120) days.

F. <u>Compliance.</u>

1. An employee employed in or hired into a job class represented by the Union shall be provided with an Employee Authorization for Payroll Deduction card by the Human Resources Department.

2. If the form authorizing payroll deduction is not returned within thirty (30) calendar days after notice of this agency shop fee provision and the union dues, agency shop fee, initiation fee or charitable contribution required under Section 2.2.B.3 are not received, the Union may, in writing, direct that the County withhold the agency shop fee and the initiation fee from the employee's salary, in which case the employee's monthly salary shall be reduced by an amount equal to the agency shop fee and the County shall pay an equal amount to the Union.

G. The Union shall indemnify, defend, and save the County harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability that arise out of or by reason of this union security section, or action taken or not taken by the County under this Section. This includes, but is not limited to, the

County's attorneys' fees and costs. The provisions of this subsection shall not be subject to the grievance procedure following the adoption of this MOU by the County Board of Supervisors.

H. The County Human Resources Department shall monthly furnish a list of all new hires to the Union.

I. In the event that employees in a bargaining unit represented by the Union vote to rescind agency shop, the provisions of Section 2.4 and 2.5 shall apply to dues-paying members of the Union.

2.3 Dues Form. In classifications assigned to units represented by the Union shall, as a condition of employment, complete a Union dues authorization card provided by the Union and shall have deducted from their paychecks the membership dues of the Union. Said employees shall have thirty (30) days from the date of hire to decide if he/she does not want to become a member of the Union. Such decision not to become a member of the Union must be made in writing to the Auditor-Controller with a copy to the Labor Relations Service Unit within said thirty (30) day period. If the employee decides not to become a member of the Union, any Union dues previously deducted from the employee's paycheck shall be returned to the employee and said amount shall be deducted from the next dues deduction check sent to the Union. If the employee does not notify the County in writing of the decision not to become a member within the thirty (30) day period, he/she shall be deemed to have voluntarily agreed to pay the dues of the Union.

Each such dues authorization form referenced above shall include a statement that the Union and the County have entered into a MOU, that the employee is required to authorize payroll deductions of Union dues as a condition of employment, and that such authorization may be revoked within the first thirty (30) days of employment upon proper written notice by the employee within said thirty (30) day period as set forth above. Each such employee shall, upon completion of the authorization form, receive a copy of said authorization form which shall be deemed proper notice of his/her right to revoke said authorization.

2.4 Maintenance of Membership. All employees in units represented by the Union who are currently paying dues to the Union and all employees in such units who hereafter become members of the Union shall as a condition of continued employment pay dues to the Union for the duration of this MOU and each year thereafter so long as the Union continues to represent the position to which the employee is assigned, unless the employee has exercised the option to cease paying dues in accordance with Section 2.5.

2.5 Withdrawal of Membership. By notifying the Auditor-Controller's Department in writing, between August 1 and August 31, any employee may withdraw from Union membership and discontinue paying dues as of the payroll period commencing September 1discontinuance of dues payments to then be reflected in the October 10 paycheck. Immediately upon close of the above mentioned thirty (30) day period the Auditor-Controller shall submit to the Union a list of the employees who have rescinded

their authorization for dues deduction. This can only be accomplished if and when agency shop would be rescinded.

2.6 Communicating With Employees. The Union shall be allowed to use designated portions of bulletin boards or display areas in public portions of County buildings or in public portions of offices in which there are employees represented by the Union, provided the communications displayed have to do with official organization business such as times and places of meetings and further provided that the employee organization appropriately posts and removes the information. The department head reserves the right to remove objectionable materials after notification to and discussion with the Union.

Representatives of the Union, not on County time, shall be permitted to place a supply of employee literature at specific locations in County buildings if arranged through the Department Head or designated representative; said representatives may distribute employee organization literature in work areas (except work areas not open to the public) if the nature of the literature and the proposed method of distribution are compatible with the work environment and work in progress. Such placement and/or distribution shall not be performed by on-duty employees.

The Union shall be allowed access to work locations in which it represents employees for the following purposes:

A. To post literature on bulletin boards.

B To arrange for use of a meeting room.

C. To leave and/or distribute a supply of literature as indicated above.

D. To represent an employee on a grievance and/or to contact a union officer on a matter within the scope of representation.

In the application of this provision, it is agreed and understood that in each such instance advance arrangements, including disclosure of which of the above purposes is the reason for the visit, will be made with the departmental representative in charge of the work area, and the visit will not interfere with County services.

2.7 Use of County Buildings. The Union shall be allowed the use of areas normally used for meeting purposes for meetings of County employees during non-work hours when:

A. Such space is available.

B. There is no additional cost to the County.

C. It does not interfere with normal County operations.

D. Employees in attendance are not on duty and are not scheduled for duty.

E. The meetings are on matters within the scope of representation.

The administrative official responsible for the space shall establish and maintain scheduling of such uses. The Union shall maintain proper order at the meeting, and see that the space is left in a clean and orderly condition.

The use of County equipment (other than items normally used in the conduct of business meetings, such as desks, chairs, ashtrays, and blackboards) is strictly prohibited, even though it may be present in the meeting area.

2.8 Advance Notice. The Union shall, except in cases of emergency, have the right to reasonable notice of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the Board, or boards and commissions appointed by the Board, and to meet with the body considering the matter.

The listing of an item on a public agenda, or the mailing of a copy of a proposal at least seventy-two (72) hours before the item will be heard, or the delivery of a copy of the proposal at least twenty-four (24) hours before the item will be heard, shall constitute notice.

In cases of emergency when the Board, or boards and commissions appointed by the Board, determines it must act immediately without such notice or meeting, it shall give notice and opportunity to meet as soon as practical after its action.

2.9 Written Statement for New Employees. The County will provide a written statement to each new employee hired into a classification in any of the bargaining units represented by the Union, that the employee's classification is represented by the Union and the name of a representative of the Union. The County will provide the employee with a packet of information which has been supplied by the Union and approved by the County. The County shall provide an opportunity for the Union to make a fifteen (15) minute presentation at the end of the Human Resources Department's new employee orientation meetings.

SECTION 3 - NO DISCRIMINATION/AMERICANS WITH DISABILITIES ACT (ADA)

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

The Employer and the Union recognize that the Employer has an obligation to reasonably accommodate disabled employees. If by reason of the aforesaid requirement the Employer contemplates actions to provide reasonable accommodation

to an individual employee in compliance with the ADA which are in conflict with any provision of this Agreement, the Union will be advised of such proposed accommodation. Upon request, the County will meet and confer with the Union on the impact of such accommodation. If the County and the Union do not reach agreement, the County may implement the accommodation if required by law without further negotiations. Nothing in this MOU shall preclude the County from taking actions necessary to comply with the requirements of ADA.

SECTION 4 - SHOP STEWARDS & OFFICIAL REPRESENTATIVES

4.1 Attendance at Meetings. Employees designated as shop stewards or official representatives of the Union shall be allowed to attend meetings held by County agencies during regular working hours on County time as follows:

A. If their attendance is required by the County at a specific meeting, including meetings of the Board of Supervisors.

B. If their attendance is sought by a hearing body or presentation of testimony or other reasons.

C. If their attendance is required for meetings scheduled at reasonable times agreeable to all parties, required for settlement of grievances filed pursuant to Section 25 - Grievance Procedure of this MOU.

D. If they are designated as a shop steward, in which case they may utilize a reasonable time at each level of the proceedings to assist an employee to present a grievance provided the meetings are scheduled at reasonable times agreeable to all parties.

E. If they are designated as spokesperson or representative of the Union and as such make representations or presentations at meetings or hearings on wages, salaries and working conditions; provided in each case advance arrangements for time away from the employee's work station or assignment are made with the appropriate department head, and the County agency calling the meeting is responsible for determining that the attendance of the particular employee(s) is required, including meetings of the Board of Supervisors and Retirement Board where items which are within the scope of representation and involving Teamsters, Local 856 are to be discussed.

F. Shop stewards and union officials shall advise, as far in advance as possible, their immediate supervisor, or his/her designee, of their intent to engage in union business. All arrangements for release time shall include the location, the estimated time needed and the general nature of the union business involved (e.g. grievance meeting, Skelly hearing).

4.2 Union-Sponsored Training Programs. The County shall provide a maximum of three hundred twenty (320) hours per year of release time for union designated stewards or officers to attend union-sponsored training programs.

Requests for release time shall be provided in writing to the Employee Relations Officer or his/her designee at least fifteen (15) days in advance of the time requested. Department Heads will reasonably consider each request and notify the affected employee whether such request is approved within one (1) week of receipt.

4.3 Union Representatives. Official representatives of the Union shall be allowed time off on County time for meetings during regular working hours when formally meeting and conferring in good faith or consulting with the Employee Relations Officer or his/her designee or other management representatives on matters within the scope of representation, provided that the number of such representatives shall not exceed the below specified limits without prior approval of the Employee Relations Officer, and that advance arrangements for the time away from the work station or assignment are made with the appropriate Department Head.

Attendant-LVN-Aide	2
General Services and Maintenance	6
Health Services	6

SECTION 5 – SALARIES

5.1 General Wages.

A. 1. Effective July 1, 2016, the base rate of pay for all classifications represented by the Union will be increased by four percent (4%).

2. Effective July 1, 2017, the base rate of pay for all classifications represented by the Union will be increased by three percent (3%).

3. Effective July 1, 2018, the base rate of pay for all classifications represented by the Union will be increased by three percent (3%).

B. Longevity Pay. Effective July 1, 2008, employees at ten (10) years of County service shall receive a two and one-half percent (2.5%) longevity pay differential.

5.2 Entrance Salary. Except as otherwise permitted in deep class resolutions, new employees shall generally be appointed at the minimum step of the salary range established for the particular class of position to which the appointment is made. However, the appointing authority may fill a particular position at a step above the minimum of the range if mutually agreeable guidelines have been developed in advance or the Human Resources Director offers to meet confer with the Union on a case by case basis each time prior to formalizing the appointment.

5.3 Anniversary Dates. Except as may otherwise be provided for in deep class resolutions, anniversary dates will be set as follows:

A. New Employees. The anniversary date of a new employee is the first day of the calendar month after the calendar month when the employee successfully

completes six (6) months service provided however, if an employee began work on the first regularly scheduled workday of the month the anniversary date is the first day of the calendar month when the employee successfully completes six (6) months service.

B. Promotions. The anniversary date of a promoted employee is determined as for a new employee in Subsection 5.3.A above.

C. Demotions. The anniversary of a demoted employee is the first day of the calendar month after the calendar month when the demotion was effective.

D. Transfer, Reallocation & Reclassification. The anniversary date of an employee who is transferred to another position or one whose position has been reallocated or reclassified to a class allocated to the same salary range or to a salary range which is within five percent (5%) of the top step of the previous classification, remains unchanged.

E. Reemployments. The anniversary of an employee appointed from a reemployment list to the first step of the applicable salary range and not required to serve a probation period is determined in the same way as the anniversary date is determined for a new employee who is appointed the same date, classification and step and who then successfully completes the required probationary period.

F. Notwithstanding other provisions of this Section 5, the anniversary of an employee who is appointed to a classified position from outside the County's merit system at a rate above the minimum salary for the employee's new class, or who is transferred from another governmental entity to this County's merit system, is one (1) year from the first day of the calendar month after the calendar month when the employee was appointed or transferred; provided however, when the appointment or transfer is effective on the employee's first regularly scheduled work day of that month, his/her anniversary date is one (1) year after the first calendar day of that month.

5.4 Increments Within Range. The performance of each employee, except those of employees already at the maximum salary step of the appropriate salary range, shall be reviewed on the anniversary date as set forth in Section 5.3 to determine whether the salary of the employee shall be advanced to the next higher step in the salary range. Advancement shall be granted on the affirmative recommendation of the appointing authority, based on satisfactory performance by the employee. The appointing authority may recommend denial of the increment or denial subject to one additional review at some specified date before the next anniversary which must be set at the time the original report is returned.

Except as herein provided, increments within range shall not be granted more frequently than once a year, nor shall more than one (1) step within range increment be granted at one time, except as otherwise provided in deep class resolutions. In case an appointing authority recommends denial of the within range increment on some particular anniversary date, but recommends a special salary review at some date before the next

anniversary the special salary review shall not affect the regular salary review on the next anniversary date. Nothing herein shall be construed to make the granting of increments mandatory on the County. If an operating department verifies in writing that an administrative or clerical error was made in failing to submit the documents needed to advance an employee to the next salary step on the first of the month when eligible, said advancement shall be made retroactive to the first of the month when eligible.

5.5 Part-Time Compensation. A part-time employee shall be paid a monthly salary in the same ratio to the full-time monthly rate to which the employee would be entitled as a full-time employee under the provisions of this Section 5 as the number of hours per week in the employee's part-time work schedule bears to the number of hours in the full-time work schedule of the department.

5.6 Compensation for Portion of Month. Any employee who works less than any full calendar month, except when on earned vacation or authorized sick leave, shall receive as compensation for services an amount which is in the same ratio to the established monthly rate as the number of days worked is to the actual working days in such employee's normal work schedule for the particular month; but if the employment is intermittent, compensation shall be on an hourly basis.

5.7 Position Reclassification. An employee who is an incumbent of a position which is reclassified to a class which is allocated to the same range of the basic salary schedule as is the class of the position before it was reclassified, shall be paid at the same step of the range as the employee received under the previous classification.

An incumbent of a position which is reclassified to a class which is allocated to a lower range of the basic salary schedule shall continue to receive the same salary as before the reclassification, but if such salary is greater than the maximum of the range of the class to which the position has been reclassified, the salary of the incumbent shall be reduced to the maximum salary for the new classification. The salary of an incumbent of a position which is reclassified to a class which is allocated to a range of the basic salary schedule greater than the range of the class of the position before it was reclassified shall be governed by the provisions of Section 5.9 - Salary on Promotion.

5.8 Salary Reallocation & Salary on Reallocation.

A. In a general salary increase or decrease, an employee in a class which is reallocated to a salary range above or below that to which it was previously allocated, when the number of steps remain the same, shall be compensated at the same step in the new salary range the employee was receiving in the range to which the class was previously allocated. If the reallocation is from one salary range with more steps to a range with fewer steps or vice versa, the employee shall be compensated at the step on the new range which is in the same percentage ratio to the top step of the new range as was the salary received before reallocation to the top step of the old range, but in no case shall any employee be compensated at less than the first step of the range to which the class is allocated.

B. In the event that a classification is reallocated from a salary range with more steps to a salary range with fewer steps on the salary schedule, apart from the general salary increase or decrease described in Section 5.8.A above, each incumbent of a position in the reallocated class shall be placed upon the step of the new range which equals the rate of pay received before the reallocation. In the event that the steps in the new range do not contain the same rates as the old range, each incumbent shall be placed at the step of the new range which is next above the salary rate received in the old range, or if the new range does not contain a higher step, at the step which is next lower than the salary received in the old range.

C. In the event an employee is in a position which is reallocated to a different class which is allocated to a salary range the same as above or below the salary range of the employee's previous class, the incumbent shall be placed at the step in the new class which equals the rate of pay received before reallocation. In the event that the steps in the range for the new class do not contain the same rates as the range for the old class, the incumbent shall be placed at the step of the new range which is next above the salary rate received in the old range; or if the new range does not contain a higher step, the incumbent shall be placed at the step which is next lower than the salary.

D. In the event of reallocation to a deep class, the provisions of the deep class resolution and incumbent salary allocations, if any, shall supersede Section 5.8 - Salary Reallocation & Salary on Reallocation.

5.9 Salary on Promotion. Any employee who is appointed to a position of a class allocated to a higher salary range than the class previously occupied, except as provided under Section 5.13 – Pay for Work in Higher Classification, shall receive the salary in the new salary range which is next higher than the rate received before promotion. In the event this increase is less than five percent (5%), the employee's salary shall be adjusted to the step in the new range which is at least five percent (5%) greater than the next higher step; provided however that the next step shall not exceed the maximum salary for the higher class. In the event of the appointment of a laid off employee from the layoff list to the class from which the employee was laid off, the employee shall be appointed at the step which the employee had formerly attained in the higher class unless such step results in a decrease in which case the employee is appointed to the next higher step. If however, the employee is being appointed into a class allocated to a higher salary range than the class from which the employee was laid off, the salary will be calculated from the highest step the employee achieved prior to layoff, or from the employee’s current step, whichever is higher.

5.10 Salary on Involuntary Demotion. Any employee who is demoted, except as provided under Section 5.11 - Salary on Voluntary Demotion, shall have his/her salary reduced to the monthly salary step in the range for the class of position to which he/she has been demoted next lower than the salary received before demotion. In the event this decrease is less than five percent (5%), the employee's salary shall be adjusted to the step in the new range which is five percent (5%) less than the next lower step; provided, however, that the next step shall not be less than the minimum salary for the lower class.

Whenever the demotion is the result of layoff, cancellation of positions or displacement by another employee with greater seniority rights, the salary of the demoted employee shall be that step on the salary range which he/she would have achieved had he/she been continuously in the position to which he/she has been demoted, all within-range increments having been granted.

5.11 Salary on Voluntary Demotion. Whenever any employee voluntarily demotes to a position in a class having a salary schedule lower than that of the class from which he or she demotes, his or her salary shall remain the same if the steps in his or her new (demoted) salary range permit, and if not, the new salary shall be set at the step next below former salary.

5.12 Salary on Transfer. An employee who is transferred from one position to another as described under Transfer shall be placed at the step in the salary range of the new class which equals the rate of pay received before the transfer. In the event that the steps in the range for the new class do not contain the same rates as the range for the old class, the employee shall be placed at the step of the new range which is next above the salary rate received in the old range; or if the new range does not contain a higher step, the employee shall be placed at the step which is next lower than the salary received in the old range.

Whenever a permanent employee transfers to or from a deep class, as provided in the appropriate deep class resolutions, the salary of the employee shall be set as provided in the deep class resolutions at a step not to exceed a five percent (5%) increase in the employee's base salary.

However, if the deep class transfer occurs to or from a deep class with specified levels identified for certain positions and their incumbents, the employee's salary in the new class shall be set in accordance with the section on Salary on Promotion if the employee is transferring to another class or to a level in a deep class for which the salary is at least five percent (5%) above the top base step of the deep class level or class in which they have status currently.

5.13 Pay for Work in Higher Classification. When an employee in a permanent position in the merit system is required to work in a classification for which the compensation is greater than that to which the employee is regularly assigned, the employee shall receive compensation for such work at the rate of pay established for the higher classification pursuant to Subsection 5.9 - Salary on Promotion of this Memorandum, at the start of the second full day in the assignment, under the following conditions. Payment shall be made retroactive after completing the first forty (40) consecutive hours worked in the higher classification.

A. When an employee is assigned to a program, service or activity established by the Board of Supervisors which is reflected in an authorized position which has been classified and assigned to the Salary Schedule.

B. The nature of the departmental assignment is such that the employee in the lower classification performs a majority of the duties and responsibilities of the position of the higher classification.

C. Employee selected for the assignment will normally be expected to meet the minimum qualifications for the higher classification.

D. The County shall make reasonable efforts to offer out of class assignments to all interested employees on a voluntary basis. Pay for work in a higher classification shall not be utilized as a promotional procedure provided in this Memorandum.

E. Higher pay assignments shall not exceed six (6) months except through reauthorization.

F. If approval is granted for pay for work in a higher classification and the assignment is terminated and later re-approved for the same employee within one hundred eighty days (180) no additional waiting period will be required.

G. Any incentives (e.g., the education incentive) and special differentials (e.g., bilingual differential and hazardous duty differential) accruing to the employee in his/her permanent position shall continue.

H. During the period of work for higher pay in a higher classification, an employee will retain his/her permanent classification, and anniversary and salary review dates will be determined by time in that classification; except that if the period of work for higher pay in a higher classification exceeds one year continuous employment, the employee, upon satisfactory performance in the higher classification, shall be eligible for a salary review in that class on his/her next anniversary date. Notwithstanding any other salary regulations, the salary step placement of employees appointed to the higher class immediately following termination of the assignment, shall remain unchanged.

I. Allowable overtime pay, shift differentials and/or work location differentials will be paid on the basis of the rate of pay for the higher class.

5.14 <u>Payment.</u> On the tenth (10th) day of each month, the Auditor will draw a warrant upon the Treasurer in favor of each employee for the amount of salary due the employee for the preceding month; provided however, that each employee (except those paid on an hourly rate) may choose to receive an advance on the employee's monthly salary, in which case the Auditor shall, on the twenty-fifth (25th) day of each month, draw his/her warrant upon the Treasurer in favor of such employee.

The advance shall be in an amount equal to one-third (1/3) or less (at the option of the employee) of the employee's basic salary of the previous month except that it shall not exceed the amount of the previous month's basic salary less all requested or required deductions.

The election to receive the advance shall be made on the prescribed form (form M-208, revised 5/81) and submitted by the fifteenth (15th) of the month to the department

payroll clerk who will forward the card with the Salary Advance Transmittal/Deviation Report to the Auditor-Controller payroll section.

Such an election would be effective in the month of the submission and would remain effective until revoked.

In the case of an election made pursuant to this Section 5.14 – Payment, all required or requested deductions from salary shall be taken from the second installment, which is payable on the tenth (10th) day of the following month.

5.15 Salaries and Deferred Compensation.

A. Deferred Compensation Plan – Special Benefit for Hires after January 1, 2010: Commencing April 1, 2010 and for the duration of this Agreement, the County will contribute one hundred fifty dollars ($150) per month to an employee's account in the Contra Costa County Deferred Compensation Plan or other designated tax qualified savings vehicle, for employees who meet all of the following qualifications:

1. The employee was first hired by Contra Costa County on or after January 1, 2010 and,

2. The employee is a permanent full-time or permanent part-time employee regularly scheduled to work at least 20 hours per week and has been so employed for at least 90 calendar days; and,

3. The employee defers a minimum of twenty-five dollars ($25) per month to the Contra Costa County Deferred Compensation Plan or other designated tax qualified savings vehicle; and,

4. The employee has completed, signed and submitted to the Human Resources Department, Employee Benefits Service Unit the required enrollment form for the account, e.g. the Enrollment Form 457 (b).

5. The annual maximum contribution as defined under the relevant Internal Revenue Code provision has not been exceeded for the employee's account for the calendar year.

Employees who discontinue deferral or who defer less than the amount required by this provision for a period of one (1) month or more will no longer be eligible to receive the County contribution. To re-establish eligibility, employees must resume deferring the amount required by this provision.

No amount deferred by the employee or contributed by the County in accordance with this provision will count towards the “Base Contribution Amount” or the “Monthly Base Contribution Amount for Maintaining Program Eligibility” required for the County's Deferred Compensation Incentive in any other provision in this Agreement. No amount deferred by the employee or contributed by the County in accordance with any other provision in this Agreement will count toward the minimum required deferral required by

this provision. The County's contribution amount in accordance with this provision will be in addition to the County contribution amount for which the employee may be eligible in accordance with any other provision in this contract.

Both the employee deferral and the County contribution to the Contra Costa County Deferred Compensation Plan under this provision, as well as any amounts deferred or contributed to the Contra Costa County Deferred Compensation Plan in accordance with any other provision of this contract, will be added together for the purpose of ensuring that the annual Plan maximum contributions as defined under IRS Code Section 457(b), or other tax qualified designated savings vehicle, are not exceeded.

The County will provide annually to the Union a list of eligible employees who have not enrolled in the deferred compensation plan and will provide the Union with contact information for scheduling an appointment with the Deferred Compensation provider.

B. **Deferred Compensation Plan – Loan Provision:** On August 14, 2012 the Board of Supervisors adopted Resolution 2012/348 approving a side letter with the Coalition Unions to allow a Deferred Compensation Plan Loan Program effective September 1, 2012. The following is a summary of the provisions of the loan program:

1. The minimum amount of the loan is $1,000.
2. The maximum amount of the loan is the lesser of 50% of the employee's balance or $50,000, or as otherwise provided by law.
3. The maximum amortization period of the loan is five (5) years.
4. The loan interest is fixed at the time the loan is originated and for the duration of the loan. The loan interest rate is the prime rate plus one percent (1%).
5. There is no prepayment penalty if an employee pays the balance of the loan plus any accrued interest before the original amortization period for the loan.
6. The terms of the loan may not be modified after the employee enters into the loan agreement, except as provided by law.
7. An employee may have only one loan at a time.
8. Payment for the loan is made by monthly payroll deduction.
9. An employee with a loan who is not in paid status (e.g. unpaid leave of absence) may make his/her monthly payments directly to the Plan Administrator by some means other than payroll deduction each month the employee is in an unpaid status (e.g. by a personal check or money order).
10. The Loan Administrator (MassMutual Life Insurance Company or its successor) charges a one-time $50 loan initiation fee. This fee is deducted from the employee's Deferred Compensation account.
11. The County charges a one-time $25 loan initiation fee and a monthly maintenance fee of $1.50. These fees are paid by payroll deduction.

SECTION 6 – DAYS AND HOURS OF WORK

6.1 Definitions.

A. **Regular Work Schedule:** A regular work schedule is eight (8) hours per day, Monday through Friday, inclusive, for a total of forty (40) hours per week.

B. **Alternate Work Schedule:** An alternate work schedule is any work schedule where an employee is regularly scheduled to work five (5) days per week, but the employee's regularly scheduled two (2) days off are NOT Saturday and Sunday.

C. **Flexible Work Schedule:** A flexible work schedule is any schedule that is not a regular, alternate, 9/80, or 4/10 work schedule and where the employee is not scheduled to work more than 40 hours in the "workweek" as defined in Subsections F. and H., below.

D. **4/10 Work Schedule:** A 4/10 work schedule is four (4) ten hour days in a seven (7) day period, for a total of forty (40) hours per week.

E. **9/80 Work Schedule:** A 9/80 work schedule is where an employee works a recurring schedule of thirty-six (36) hours in one calendar week and forty-four (44) hours in the next calendar week, but only forty (40) hours in the designated workweek. In the thirty-six (36) hour calendar week, the employee works four (4) nine (9) hour days and has the same day of the week off that is worked for eight (8) hours in the forty-four (44) hour calendar week. In the forty-four (44) hour calendar week, the employee works four (4) nine (9) hour days and one (1) eight (8) hour day.

F. **Workweek for Employees on Regular, Flexible, Alternate, and 4/10 Work Schedules:** For employees on regular, alternate, and 4/10 work schedules, the workweek begins at 12:01 a.m. on Monday and ends at 12 midnight on Sunday.

G. **Workweek for Employees on a 9/80 Work Schedule:** The 9/80 workweek begins on the same day of the week as the employee's eight (8) hour work day and regularly scheduled 9/80 day off. The start time of the workweek is four (4) hours and one (1) minute after the start time of the eight (8) hour workday. The end time of the workweek is four (4) hours after the eight (8) hour workday start time. The result is a workweek that is a fixed and regularly recurring period of seven (7) consecutive twenty-four (24) hour periods (168 hours).

H. **Workweek for Twenty-Four Hour (24) Facility Employees:** For employees who work in a twenty-four (24) hour facility in the Health Services Department and who are not on a 9/80 work schedule, the workweek begins at 12:01 a.m. Sunday and ends at 12:00 midnight on Saturday.

6.2- 4/10 Shifts If the County wants to eliminate any existing 4/10 shift and substitute a 5/8 shift or to institute a 4/10 shift which does not allow for three (3) consecutive days off (excluding overtime days or a change of shift assignment),

or change existing work schedules or existing hours of work, it will meet and confer with the Union prior to implementing said new shift or hours change. This obligation does not apply where there is an existing system for reassigning employees to different shifts or different starting/stopping times. Nothing herein prohibits affected employees and their supervisor from mutually agreeing on a change in existing hours of work provided other employees are not adversely impacted.

6.2 Automated Timekeeping Implementation.

The Union agrees to the implementation of an Automated Timekeeping System.

6.3 Time Reporting/Time Stamping.

Temporary and Permanent Intermittent (hourly) employees must timestamp in and out as they begin their work shifts, finish their work shifts, and take meal periods. Salaried employees will report time off and time worked for special pays on the electronic timecard.

SECTION 7 – OVERTIME, COMPENSATORY TIME, & STRAIGHT TIME

7.1 Overtime.

A. Permanent full-time and part-time employees will be paid overtime pay or overtime compensatory time off for any authorized work performed:

1) in excess of forty (40) hours per week; or

2) in excess of eight (8) hours per day and that exceed the employee's daily number of scheduled hours. For example, an employee who is scheduled to work ten (10) hours per day and who works eleven (11) hours on a particular day will be paid one (1) hour of overtime.

Work performed does not include non-worked hours. Overtime pay is compensated at the rate of one and one-half (1-1/2) times the employee's base rate of pay (not including shift and any other special differentials). Any special differentials that are applicable during overtime hours worked will be computed on the employee's base rate of pay, not on the overtime rate of pay.

Overtime for permanent employees is earned and credited in a minimum of one-tenth hour (6 minute) increments and is compensated by either pay or compensatory time off.

B. Permanent Intermittent and temporary employees will be paid overtime pay for any authorized work performed in excess of forty (40) hours per week or in excess of eight (8) hours per day. Work performed does not include non-worked hours. Overtime pay is compensated at the rate of one and one-half (1.5) times the employee's hourly base rate of pay (not including shift or any other special differentials). Any special differentials that are applicable during overtime hours

worked will be computed on the employee's base hourly rate of pay, not on the overtime rate of pay.

7.2 **Overtime Compensatory Time.** The following provisions shall apply:

A. Employees may elect to accrue overtime compensatory time off in lieu of overtime pay. Eligible employees who elect to receive compensatory time off must agree to do so for a full fiscal year (July 1 through June 30). The employee must notify his/her departmental payroll staff of any change in the election by May 31 of each year.

B. The names of those employees electing to accrue compensatory time off shall be placed on a list maintained by the Department. New employees hired after May 31 of each year who become eligible (including those demoted/promoted etc.) for compensatory time off in accordance with these guidelines must wait until the next fiscal year to select compensatory time. The employee will become eligible to elect compensatory time for the following fiscal year as outlined in 7.2.A above.

C. Compensatory time off shall be accrued at the rate of one and one-half (1-1/2) times the actual authorized overtime hours worked by the employee.

D. Employees may not accrue a compensatory time off balance that exceeds one hundred twenty (120) hours (i.e., eighty (80) hours at time and one-half). Once the maximum balance has been attained, authorized overtime hours will be paid at the overtime rate. If the employee's balance falls below one hundred twenty (120) hours, the employee shall again accrue compensatory time off for authorized overtime hours worked until the employee's balance again reaches one hundred twenty (120) hours.

E. Accrued compensatory time off shall be carried over for use in the next fiscal year; however, as provided in D above, accrued compensatory time off balances may not exceed one hundred twenty (120) hours.

F. The use of accrued compensatory time off shall be by mutual agreement between the Department Head or his/her designee and the employee. Compensatory time off shall not be taken when the employee should be replaced by another employee who would be eligible to receive, for time worked, either overtime payment or compensatory time accruals as provided for in this Section. This provision may be waived at the discretion of the Department Head or his or her designee.

G. When an employee promotes, demotes or transfers from one classification eligible for compensatory time off to another classification eligible for compensatory time off within the same department, the employee's accrued compensatory time off balance will be carried forward with the employee.

H. Compensatory time accrual balances will be paid off when an employee moves from one department to another through promotion, demotion or transfer. Said

payoff will be made in accordance with the provisions and salary of the class from which the employee is promoting, demoting or transferring as set forth in I below.

I. Since employees accrue compensatory time off at the rate of one and one-half (1-1/2) hours for each hour of authorized overtime worked, they shall be paid their accrued hours of compensatory time at the straight time rate of pay whenever:

1. The employee changes status and is no longer eligible for compensatory time off.

2. The employee promotes, demotes or transfers to another department.

3. The employee separates from County service.

4. The employee retires.

J. The Office of the County Auditor-Controller will establish timekeeping procedures to administer this Section.

7.3 <u>Straight Time Pay and Straight Time Compensatory Time.</u>

A. Permanent full-time and part-time employees are eligible to receive straight time pay or straight time compensatory time off for hours worked in excess of the employee's daily number of scheduled hours that do not qualify for overtime pay as described in section 7.1, above.

B. Straight time pay is calculated at the rate of one (1.0) times the employee's base rate of pay (not including differentials or shift pays).

C. Straight time compensatory time off is accrued at the rate of one (1.0) times the number of straight time hours worked as defined in 7.3.A. above. The election of compensatory time off for overtime hours in lieu of overtime pay means that the employee also elects to receive compensatory time off for straight time hours in lieu of straight time pay. An employee cannot elect to receive straight time compensatory time off for straight time hours if the employee does not also elect to receive compensatory time off for overtime hours, and vice versa. For employees who receive straight time compensatory time off in lieu of straight time pay, except as otherwise set forth in this section 7.3, the rules for administration of compensatory time off described in section 7.2, above, apply to straight time compensatory time off.

<u>SECTION 8 - CALL BACK TIME PAY</u>

A permanent full-time and permanent part-time employee who is called back to duty will be paid for Call Back Time. Call Back Time occurs when an employee is not scheduled to work and is not on County premises, but is called back to work on County premises

or for a County work assignment. An employee called back to work will be paid Call Back Time Pay at the rate of one and one-half (1.5) times his/her base rate of pay (not including differentials) for the actual Call Back Time hours worked plus one (1) hour. An employee called back to work will be paid a minimum of two (2) hours for each Call Back Time event.

SECTION 9 - ON-CALL DUTY

A permanent full-time or part-time employee assigned to On-Call Duty is paid one (1) hour of straight time pay for each four (4) hours designated as on-call duty. If an employee's on-call duty hours are not in increments of four (4) hours, the on-call duty hours will be pro-rated. For example, if the employee is assigned to on-call duty for six (6) hours, the employee would receive one and one-half (1.5) hours of straight time pay for the six (6) hours of designated on-call duty (6 hours ÷ 4 hours=1.5 hrs.). If an employee is called back to work while assigned to on-call duty, the employee will be paid for the total assigned on-call duty hours regardless of when the employee returns to work. An employee is considered assigned to on-call duty if all of the following criteria are met:

a. A permanent full-time or part-time employee is not scheduled to work on County premises, but is required to report to work immediately if called. The employee must provide his/her supervisor with current contact information so that the supervisor can reach the employee with ten (10) minutes or less notice.

b. The Department Head designates and approves those permanent full-time or part-time employees who will be assigned to on-call duty.

SECTION 10 - SHIFT DIFFERENTIAL

A. Permanent full-time and permanent part-time employees:

1. Permanent full-time and permanent part-time employees will receive a shift differential of five percent (5%) for the employee's entire scheduled shift when the employee is scheduled to work for four (4) or more hours between 5:00p.m. and 9:00a.m.

2. In order to receive the shift differential, the employee must start work between the hours of midnight and 5:00 a.m. or 11:00 a.m. and midnight on the day the shift is scheduled to begin. Hours worked in excess of the employee's scheduled workday will count towards qualifying for the shift differential, but the employee will not be paid the shift differential on any excess hours worked.

3. Employees who commence a vacation, paid sick leave period, paid disability or other paid leave immediately after working a shift that qualifies for the shift differential, will have the shift differential included in computing the pay for their time on paid leave. Employees on a rotating shift schedule who commence a vacation, paid sick leave, paid disability, or

other paid leave will be paid the shift differential that they would have received had the employees worked the scheduled shift during the period of paid leave. Shift differential shall only be paid during paid sick leave and paid disability leave as provided above for the first thirty (30) calendar days of each absence.

B. Permanent Intermittent and Temporary employees:

1. Permanent Intermittent and temporary employees will receive a shift differential of five percent (5%) for a maximum of eight (8) hours per work day and/or forty (40) hours per workweek when the employee works four (4) or more hours between 5:00p.m. and 9:00a.m.

2. In order to receive the shift differential, the employee must start work between the hours of midnight and 5:00 a.m. or 11:00 a.m. and midnight on the day the shift is scheduled to begin. Hours worked in excess of eight (8) hours in a workday will count towards qualifying for the shift differential, but the employee will not be paid the shift differential on any excess hours worked.

SECTION 11 - WORKFORCE REDUCTION/LAYOFF/ REASSIGNMENT

11.1 Workforce Reduction. In the event that funding reductions or shortfalls in funding occur in a department or are expected, which may result in layoffs, the department will notify the union and take the following actions:

A. Identify the classification(s) in which position reductions may be required due to funding reductions or shortfalls.

B. Advise employees in those classifications that position reductions may occur in their classifications.

C. Accept voluntary leaves of absence from employees in those classifications which do not appear to be potentially impacted by possible position reductions when such leaves can be accommodated by the department.

D. Consider employee requests to reduce their position hours from full-time to part-time to alleviate the impact of the potential layoffs.

E. Approve requests for reduction in hours, lateral transfers, and voluntary demotions to vacant, funded positions in classes not scheduled for layoffs within the department, as well as to other departments not experiencing funding reductions or shortfalls when it is a viable operational alternative for the department(s).

F. Review various alternatives which will help mitigate the impact of the layoff by working through the Tactical Employment Team (TET) program to:

1. Maintain an employee skills inventory bank to be used as a basis for referrals to other employment opportunities.

2. Determine if there are other positions to which employees may be transferred.

3. Refer interested persons to vacancies which occur in other job classes for which they qualify and can use their layoff eligibility.

4. Establish workshops to aid laid off employees in areas such as resume preparation, alternate career counseling, job search strategy, and interviewing skills.

G. When it appears to the Department Head and/or Employee Relations Officer or his/her designee that the Board of Supervisors may take action which will result in the layoff of employees in a representation unit, the Employee Relations Officer or his/her designee shall notify the Union of the possibility of such layoffs and shall meet and confer with the Union regarding the implementation of the action.

11.2 Separation Through Layoff.

A. Grounds for Layoff. Any employee(s) having permanent status in position(s) in the merit service may be laid off when the position is no longer necessary, or for reasons of economy, lack of work, lack of funds or for such other reason(s) as the Board of Supervisors deems sufficient for abolishing the position(s).

B. Order of Layoff. The order of layoff in a department shall be based on inverse seniority in the class of positions, the employee in that department with least seniority being laid off first and so on.

C. Layoff By Displacement.

1. In the Same Class. A laid off permanent full-time employee may displace an employee in the department having less seniority in the same class who occupies permanent-intermittent or permanent part-time position, the least senior employee being displaced first.

2. In the Same Level or Lower Class. A laid off or displaced employee who had achieved permanent status in a class at the same or lower salary level as determined by the salary schedule in effect at the time of layoff may displace within the department and in the class an employee having less seniority; the least senior employee being displaced first, and so on with senior displaced employees displacing junior employees.

D. Particular Rules on Displacing.

1. Permanent-intermittent and permanent part-time employees may displace only employees holding permanent positions of the same type respectively.

2. A permanent full-time employee may displace any intermittent or part-time employee with less seniority 1) in the same class as provided in Section 11.2.C.1 or, 2) in a class of the same or lower salary level as provided in Section 11.2.C.2 if no full-time employee in a class at the same or lower salary level has less seniority than the displacing employees.

3. Former permanent full-time employees who have voluntarily become permanent part-time employees for the purpose of reducing the impact of a proposed layoff with the written approval of the Human Resources Director or designee retain their permanent full-time employee seniority rights for layoff purposes only and may in a later layoff displace a full-time employee with less seniority as provided in these rules.

E. Seniority. An employee's seniority within a class for layoff and displacement purposes shall be determined by adding the employee's length of service in the particular class in question to the employee's length of service in other classes at the same or higher salary levels as determined by the salary schedule in effect at the time of layoff. Employees reallocated or transferred without examination from one class to another class having a salary within five percent of the former class, shall carry the seniority accrued in the former class into the new class. Employees reallocated to a new deep class upon its initiation or otherwise reallocated to a deep class because the duties of the position occupied are appropriately described in the deep class shall carry into the deep class the seniority accrued or carried forward in the former class and seniority accrued in other classes which have been included in the deep class.

Service for layoff and displacement purposes includes only the employee's last continuous permanent County employment. Periods of separation may not be bridged to extend such service unless the separation is a result of layoff in which case bridging will be authorized if the employee is reemployed in a permanent position within the employee's layoff eligibility. Approved leaves of absence as provided for in these rules and regulations shall not constitute a period of separation. In the event of ties in seniority rights in the particular class in question, such ties shall be broken by length of last continuous permanent County employment. If there remain ties in seniority rights, such ties shall be broken by counting total time in the department in permanent employment. Any remaining ties shall be broken by random selection among the employees involved.

F. Eligibility for Layoff List. Whenever any person who has permanent status is laid off, has been displaced, has been demoted by displacement or has voluntarily demoted in lieu of layoff or displacement, or has transferred in lieu of layoff or displacement, the person's name shall be placed on the Layoff list for the class of positions from which that person has been removed.

G. Order of Names on Layoff. First, layoff lists shall contain the names of persons laid off, displaced, or demoted as a result of a layoff or displacement, or who have voluntarily demoted or transferred in lieu of layoff or displacement. Names

shall be listed in order of layoff seniority in the class from which laid off, displaced demoted, or transferred on the date of layoff, the most senior person listed first. In case of ties in seniority, the seniority rules shall apply except that where there is a class seniority tie between persons laid off from different departments, the tie(s) shall be broken by length of last continuous permanent County employment with remaining ties broken by random selection among the employees involved.

H. Duration of Layoff & Reemployment Rights. The name of any person granted reemployment privileges shall continue on the appropriate list for a period of two (2) years. Persons placed on layoff lists shall continue on the appropriate list for a period of two (2) years.

I. Certification of Persons From Layoff Lists. Layoff lists contain the name(s) of person(s) laid off, displaced or demoted by displacement or voluntarily demoted in lieu of layoff or displacement or transferred in lieu of layoff or displacement. When a request for personnel is received from the appointing authority of a department from which an eligible(s) was laid off, the appointing authority shall receive and appoint the eligible highest on the layoff list from the department. When a request for personnel is received from a department from which an eligible(s) was not laid off, the appointing authority shall receive and appoint the eligible highest on the layoff list who shall be subject to a probationary period. A person employed from a layoff list shall be appointed at the same step of the salary range the employee held on the day of layoff.

J. Removal of Names from Layoff Lists. The Human Resources Director may remove the name of any eligible from a layoff list for any reason listed below:

1. For any cause stipulated in Section 404.1 of the Personnel Management Regulations.

2. On evidence that the eligible cannot be located by postal authorities.

3. On receipt of a statement from the appointing authority or eligible that the eligible declines certification or indicates no further desire for appointment in the class.

4. If three (3) offers of permanent appointment to the class for which the eligible list was established have been declined by the eligible. A single offer is defined as an offer of all the permanent positions that are available at that time. A rejection of all of those offered positions constitutes a single declination.

5. If the eligible fails to respond to the Human Resources Director or the appointing authority within ten (10) days to written notice of certification mailed to the person's last known address.

   If the person on the reemployment or layoff list is appointed to another position in the same or lower classification, the name of the person shall be removed. However, if the first permanent appointment of a person on a

layoff list is to a lower class which has a top step salary lower than the top step of the class from which the person was laid off, the name of the person shall not be removed from the layoff list.

K. Removal of Names from Reemployment and Layoff Certifications. The Human Resources Director may remove the name of any eligible from a reemployment or layoff certification if the eligible fails to respond within five (5) days to a written notice of certification mailed to the person's last known address.

11.3 Notice. The County will give employees scheduled for layoff at least ten (10) work days notice prior to their last day of employment.

11.4 Special Employment Lists. The County will establish a Tactical Employment Team (TET) employment pool which will include the names of all laid off County employees. The names of employees who remain County employees but who have been displaced or who have demoted as a result of a layoff or displacement, or who have voluntarily demoted or transferred in lieu of layoff or displacement will also be included in the TET employment pool. Special employment lists for job classes may be established from the pool. Persons placed on a special employment list must meet the minimum qualifications for the class. An appointment from such a list will not affect the individual's status on a layoff list(s). The name of any person included in the TET employment pool shall continue to be in the pool for a period of four (4) years, unless the employee’s name is removed from the layoff list, which will cause the employee’s name to be removed from the TET pool as well.

Employees in the TET employment pool shall be guaranteed a job interview for any vacant funded position for which they meet minimum qualifications. If there are more than five such employees who express an interest for one vacant funded position, the five most senior employees shall be interviewed. Seniority for this subsection shall be County seniority.

11.5 Reassignment of Laid Off Employees. Employees who displaced within the same classification from full-time to part-time or intermittent status in a layoff, or who voluntarily reduced their work hours to reduce the impact of layoff, or who accepted a position of another status than that from which they were laid off upon referral from the layoff list, may request reassignment back to their pre-layoff status (full time or part-time or increased hours). The request must be in writing in accord with each department's reassignment bid or selection process. Employees will be advised of the reassignment procedure to be followed to obtain reassignment back to their former status at the time of the workforce reduction. The most senior laid off employee in this status who requests such a reassignment will be selected for the vacancy; except when a more senior laid off individual remains on the layoff list and has not been appointed back to the class from which laid off, a referral from the layoff list will be made to fill the vacancy.

SECTION 12 - HOLIDAYS

12.1 Holidays and Personal Holiday Credit. The County will observe the following holidays:

A. January 1st, known as New Year's Day
3rd Monday in January known as Dr. M. L. King, Jr. Day
3rd Monday in February, known as Presidents' Day
The last Monday in May, known as Memorial Day
July 4th, known as Independence Day
First Monday in September, known as Labor Day
November 11th, known as Veterans Day
4th Thursday in November, known as Thanksgiving
The day after Thanksgiving
December 25th, known as Christmas Day

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

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

2. For employees in the Health Services Department who are assigned to units or services on a shift operational cycle that includes Saturdays and Sundays, holidays are observed on the day that the holiday falls regardless if it is a Saturday or Sunday.

3. For employees who work in twenty-four (24) hour facilities other than in the Health Services Department and who may be assigned to work on a holiday, any holiday that falls on a Saturday will be observed on a Saturday, and any holiday that falls on a Sunday will be observed on a Sunday.

B. Effective January 1, 2012, each full-time employee will accrue four (4) hours of personal holiday credit per month. Such personal holiday time may be taken in one (1) minute increments, and preference of personal holidays will be given to employees according to their seniority in their department as reasonably as possible. No employee may accrue more than forty (40) hours of personal holiday credit. On separation from County service, an employee will be paid for any unused personal holiday credits at the employee’s then current pay rate.

C. Effective January 1, 2012, employees who work in twenty-four (24) hour facilities will, in addition to those holidays specified in Section 12.1A, observe Admission day on September 9, Columbus Day on the second Monday in October, and Lincoln's Day on February 12 as holidays, but will not accrue the four (4) hours per month of personal holiday credit referenced in Section 12.1.B above, but will accrue two (2) hours per month of personal holiday credit. No employee may

accrue more than forty (40) hours of personal holiday credit. On separation from County service, an employee will be paid for any unused personal holiday credits at the employee's then current pay rate.

D. Effective September 1, 2013, Safety classifications represented by Teamsters, Local 856 assigned to work in twenty-four (24) hour facilities will not accrue the two (2) hours per month of personal holiday credit referenced in Section 12.1.C., above.

E. Effective September 1, 2013, employees in the safety classifications represented by Teamsters, Local 856 will not accrue the four (4) hours per month of personal holiday credit referenced in Section 12.1.B., above, but will accrue two (2) hours per month of personal holiday credit. Such personal holiday credit may be taken in increments of one (1) minute, and preference for the use of personal holiday credit shall be given to employees according to their seniority in their department as reasonably as possible. No employee may accrue more than forty (40) hours of personal holiday credit. On separation from County service, an employee will be paid for any unused personal holiday credits at the employee's then current pay rate.

12.2 <u>Holiday is Observed (NOT WORKED).</u>

A. <u>Full Time Employees:</u>

1. <u>Holidays Observed – Full Time Employees</u>**:** Full time employees on regular, 4/10, 9/80, flexible, and alternate work schedules are entitled to observe a holiday (eight (8) hours off), without a reduction in pay, whenever a holiday is observed by the County.

2. <u>Holidays Observed on Regular Day off of Full Time Employees on 4/10, 9/80, Flexible, and Alternate Work Schedule:</u> When a holiday is observed by the County on the regularly scheduled day off of an employee who is on a 4/10, 9/80, flexible, or alternate work schedule, the employee is entitled to take eight (8) hours off, without reduction in pay, in recognition of the holiday. The employee is also entitled to receive eight (8) hours of flexible pay at the rate of 1.0 times his/her base rate of pay (not including differentials) or flexible compensatory time in recognition of his/her regularly scheduled day off.

   Those employees covered by this subsection who before March 1, 2010, moved a holiday that fell on a scheduled day off to the work day preceding or following the holiday, will be given priority for request for time off on the day they would have observed the holiday over other requests for time off. This priority treatment does not apply to scheduled and approved vacation requests already granted to other employees. Further, the County retains the right to determine the maximum number of employees who may take time off work at the same time.

3. Holiday Observed- Full Time Employees Scheduled in Excess of Eight (8) hours: When a holiday falls on an employee's regularly scheduled workday, the employee is entitled to only eight (8) hours off without a reduction in pay. If the workday is a nine (9) hour day, the employee must use one (1) hour of non-sick leave accruals. If the workday is a ten (10) hour day, the employee must use two (2) hours of non-sick leave accruals. If the employee does not have any non-sick leave accrual balances, leave without pay (AWOP) will be authorized.

4. Holiday Observed- Full Time Employees Scheduled for Less than Eight (8) hours: When a full-time employee is scheduled to work less than eight (8) hours on a holiday and the employee observes the holiday, the employee is also entitled to receive flexible pay at the rate of one (1.0) times his/her base rate of pay (not including differentials) for the difference between eight (8) hours and the hours the employee was scheduled to work on the holiday.

B. Part Time Employees:

1. Holidays Observed – Part Time Employees**:** When a holiday is observed by the County, each part time employee is entitled to observe the holiday in the same ratio as his/her number of position hours bears to forty (40) hours, multiplied by eight (8) hours, without a reduction in pay. For example, a part time employee whose position hours are 24 per week is entitled to 4.8 hours off work on a holiday (24/40 x 8 = 4.8). Hereafter, the number of hours produced by this calculation will be referred to as the "part time employee's holiday hours."

2. Holiday Observed on Regular Day off of Part Time Employees: When a holiday is observed by the County on the regularly scheduled day off of a part time employee, the part time employee is entitled to observe the holiday in the amount of the "part time employee's holiday hours," without a reduction in pay, in recognition of the holiday. The employee is also entitled to received flexible pay at the rate of 1.0 times his/her base rate of pay (not including differentials) or flexible compensatory time, in the amount of the "part time employee's holiday hours" in recognition of his/her scheduled day off.

3. Holiday Observed- Part Time Employees Scheduled to Work in Excess of "Part Time Employee's Holiday Hours": When the number of hours in a part time employee's scheduled work day that falls on a holiday is more than the employee's "part time employee's holiday hours," the employee must use non-sick leave accruals for the difference between the employee's scheduled work hours and the employees "part time employee's holiday hours." If the employee does not have any non-sick leave accrual balances, leave without pay (AWOP) will be authorized.

4. Holiday Observed- Part Time Employees Scheduled to Work Less than "Part Time Employee's Holiday Hours": When the number of hours in a part time employee's scheduled work day that fall on a holiday is less than the employee's "part time employee's holiday hours," the employee is also entitled to receive flexible pay at the rate of 1.0 times his/her base rate of pay (not including differentials) for the difference between the employee's scheduled work hours and the employee's "part time employee's holiday hours."

12.3 Holiday is WORKED.

A. Full Time Employees:

1. Holiday Falls on Regularly Scheduled Work Day of Full-Time Employees on Regular, 4/10, 9/80, Flexible, and Alternate Work Schedules: When a full-time employee works on a holiday that falls on the employee's regularly scheduled work day, the employee is entitled to receive his/her regular salary. The employee is also entitled to receive holiday pay at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) or holiday compensation time at the same rate, for all hours worked up to a maximum of eight (8) hours. This provision applies to the regular, 4/10, 9/80, flexible, and alternate work schedules.

2. Holiday Worked- Full Time Employee Scheduled less than Eight (8) hours on Regularly Scheduled Work Day: When a full time employee is scheduled to work less than eight (8) hours on a holiday (hereafter referred to as "full time employee short shift"), and the employee works that full time employee short shift, the employee is also entitled to receive flexible pay at the rate of 1.0 times his/her base rate of pay (not including differentials) or flexible compensatory time for the difference between eight (8) hours and the employee's scheduled full time employee short shift hours.

   Holiday Falls on Regularly Scheduled Day Off of Full-Time Employees on 4/10, 9/80, Flexible, and Alternate Work Schedules: Holiday Worked by Full-Time Employees on 4/10, 9/80, Flexible: When a full-time employee works on a holiday that falls on the employee's regularly scheduled day off, the employee is entitled to receive his/her regular salary. The employee is also entitled to receive overtime pay at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) or compensation time at the same rate for all hours worked on the holiday. The employee is also entitled to receive eight (8) hours of flexible compensatory time or pay, at the rate of 1.0 times his/her base rate of pay, in recognition of his/her scheduled day off. This provision only applies to employees on 4/10, 9/80, flexible, and alternate work schedules.

B. Part Time Employees:

1. Holiday Falls on Regularly Scheduled Work Day: When a part time employee works on a holiday that falls on the employee's scheduled work day, the part time employee is entitled to receive his/her regular salary. The part time employee is also entitled to receive holiday pay at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) or holiday compensatory time for all hours worked on the holiday, up to a maximum of the "part time employee's holiday hours."

2. Holiday Worked- Part Time Employee Scheduled for Less than "Part Time Employee's Holiday Hours" on Regularly Scheduled Work Day: When a part time employee is scheduled to work less than the employee's "part time employee's holiday hours" on a holiday (hereafter referred to as "part time employee short shift"), and the employee works that part time employee short shift, the employee is also entitled to receive flexible pay at the rate of 1.0 times his/her base rate of pay (not including differentials) or flexible compensatory time for the difference between the "part time employee's holiday hours" and the part time employee short shift hours.

3. Holiday Worked- Part Time Employee Scheduled to Work in Excess of "Part Time Employee's Holiday Hours" on Regularly Scheduled Work Day: When a part time employee is scheduled to work more than his/her "part time employee's holiday hours" on a holiday (hereafter referred to as "part time employee long shift"), and the employee works more than the part time employee long shift hours, the employee is entitled to receive straight time pay at the rate of 1.0 time his/her base rate of pay (not including differentials) or compensatory time up to eight (8) hours. When a part-time employee works more than his/her part time employee long shift hours and beyond eight (8) hours, the part time employee is entitled to receive overtime pay at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) or compensatory time for all hours worked beyond the part time employee long shift hours that exceed eight (8) hours.

4. Holiday Falls on Regularly Scheduled Day Off of Part Time Employee: When a part time employee works on a holiday that falls on the employee's regularly scheduled day off, the employee is entitled to receive his/her regular salary. The part time employee is also entitled to receive overtime pay at the rate of one and one half (1.5) his/her base rate of pay (not including differentials) or compensatory time for all hours worked on the holiday, up to a maximum of the amount the "part time employee's holiday hours."

5. Holiday Worked- Regularly Scheduled Day off in Excess of "Part Time Employee's Holiday Hours": If a part time employee works more than the "part time employee's holiday hours," the part time employee is also entitled to receive compensatory time or straight time pay at the rate of 1.0

times his/her base rate of pay (not including differentials) for all hours worked up to a maximum of eight (8) hours. If a part time employee works more than eight (8) hours on the holiday, the part time employee is entitled to receive overtime pay at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) or compensatory time for all hours worked beyond eight (8) hours. The part time employee is also entitled to receive flexible pay at the rate of 1.0 times his/her base rate of pay (not including differentials) multiplied by the amount of the "part time employee's holiday hours" or flexible compensatory time in recognition of his/her scheduled day off.

6. Holiday Worked- Regularly Scheduled Day off Less Than "Part Time Employee's Holiday Hours": If a part-time employee works a part time employee short shift on his/her regularly scheduled day off, the employee is also entitled to receive flexible pay at the rate of 1.0 time his/her base rate of pay (not including differentials) or flexible compensatory time for the difference between the part time employee's short shift hours and the "part time employee's holiday hours."

12.4 Holiday and Compensatory Time Provisions.

A. Maximum Accruals of Holiday Compensatory Time: Holiday compensatory time may not be accumulated in excess of two hundred eighty-eight (288) hours. After two hundred eighty-eight (288) hours are accrued by an employee, the employee will receive holiday pay at the rate of one and one half (1.5) times his/her base rate of pay. Holiday compensatory time may be taken at those dates and times determined by mutual agreement of the employee and the Department Head or designee.

B. Pay Off of Holiday Compensatory Time: Holiday compensatory time will be paid off only upon a change in status. A change in status includes separation, transfer to another department, reassignment to a permanent-intermittent position, or transfer, assignment, or promotion or demotion into a position that is not eligible for holiday compensatory time.

C. Maximum Accruals of Flexible Compensatory Time: Flexible compensatory time may not be accumulated in excess of two hundred eighty-eight (288) hours. After two hundred eighty-eight (288) hours are accrued by an employee, the employee will receive flexible pay at the rate of 1.0 times his/her base rate of pay. Flexible compensatory time may be taken on those dates and times determined by mutual agreement of the employee and the Department Head or designee.

D. Pay Off of Flexible Compensatory Time: Flexible compensatory time will be paid off only upon a change in status. A change in status includes separation, transfer to another department, reassignment to a permanent-intermittent position, or transfer assignment, or promotion or demotion into a position that is not eligible for flexible compensatory time.

E. Employees who elect to receive flexible compensatory time or holiday compensatory time credit must agree to do so for a full fiscal year (July 1 through June 30). The employee must notify his/her departmental payroll staff of any change in the election by May 31 of each year.

12.5 Holidays for Full Time Employees who Work in Twenty-Four (24) Hour Facilities AND who do NOT Accrue Four (4) Hours per Month of Personal Holiday Credit:

A. All of the provisions of Section 12 apply to all of the full time employees who work in twenty-four (24) hour facilities, who do not accrue four (4) hours per month of personal holiday credit.

B. Additionally, when a holiday falls on the regularly scheduled day off of a full-time employee who works in a twenty-four (24) hour facility AND who does not accrue four (4) hours per month of personal holiday credit, the employee's regularly scheduled day off moves to the employee's next scheduled work day.

1. Employee Works on his/her Next Scheduled Work Day Following the Holiday: When a full time employee works on his/her next scheduled work day following the holiday, the employee is entitled to receive his/her regular salary. The employee is also entitled to receive overtime pay at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) or compensation time at the same rate for all hours worked on that day up to a maximum of eight (8) hours.

2. Employee does NOT work on his/her Next Scheduled Work Day Following the Holiday: When a full time employee does NOT work on his/her next scheduled work day following the holiday, the employee is entitled to the day off, without a reduction in pay, in recognition of his/her regularly scheduled day off.

The County retains the right to decide whether an employee will work or not work on the next scheduled work day following a holiday.

12.6 Permanent-Intermittent Employees: Permanent-Intermittent employees who work on a holiday will be paid overtime pay at the rate of one and one half (1.5) time his/her base rate of pay (not including differentials) for a maximum of eight (8) hours worked on the holiday.

SECTION 13 - VACATION LEAVE

13.1 Vacation Allowance. Employees in permanent positions are entitled to vacation with pay. Accrual is based upon straight time hours of working time per calendar month of service and begins on the date of appointment to a permanent position. Increased accruals begin on the first of the month following the month in which the employee qualifies. Accrual for portions of a month shall be in minimum amounts of one (1) hour calculated on the same basis as for partial month compensation pursuant to Section 5.6

- Compensation for Portion of Month of this MOU. Vacation credits may be taken in one (1) minute increments and may not be rounded. Vacation may not be taken during the first six (6) months of employment (not necessarily synonymous with probationary status) except where sick leave has been exhausted; and none shall be allowed in excess of actual accrual at the time vacation is taken.

13.2 Vacation Leave on Reemployment From a Layoff List. Employees with six months or more service in a permanent position prior to their layoff who are employed from a layoff list, shall be considered as having completed six months tenure in a permanent position for the purpose of vacation leave. The appointing authority or designee will advise the Auditor-Controller's Payroll Unit in each case where such vacation is authorized so that appropriate payroll system override actions can be taken.

13.3 Vacation Accrual Rates.

A. Vacation Accruals for General Services Maintenance Unit. For employees hired into a class in the General Services & Maintenance Unit the rates at which vacation credits accrue, and the maximum accumulation thereof, are as follows:

Length of Service	Monthly Accrual Hours	Maximum Cumulative Hours
Under 5 years	6-2/3	160
5 through 10 years	10	240
11 years	10-2/3	256
12 years	11-1/3	272
13 years	12	288
14 years	12-2/3	304
15 through 19 years	13-1/3	320
20 through 24 years	16-2/3	400
25 through 29 years	20	480
30 years and up	23-1/3	560

B. Vacation Accruals for Attendant LVN-Aide Unit and Health Services Unit. The following vacation accruals are for employees in the Attendant LVN-Aide Unit and Health Services Unit:

Length of Service	Monthly Accrual Hours	Maximum Cumulative Hours
Under 15 years	10	240
15 through 19 years	13-1/3	320
20 through 24 years	16-2/3	400
25 through 29 years	20	480
30 years and up	23-1/3	560

C. Vacation Requests – Attendant LVN-Aide Unit ONLY. Vacation for employees in the Hospital and Clinic Divisions Hospital Nursing Service (including the

Detention Facilities) and Ambulatory Care Nursing Services shall be scheduled on an annual cycle, April 1 through March 31.

Employees must submit their written vacation request by March 1st of each year. The hospital will post a schedule of vacations by April 1st of each year.

Normally, only one employee per classification from each worksite and shift may receive vacation at the same time; however management may approve more than one employee per classification based upon operational needs. In case of conflict, the employee with the greater length of service in their classification will receive the requested vacation time. Less senior employees will be given the opportunity to request a different time before the annual schedule is posted.

Vacation requests submitted after March 1st shall be considered on a first come basis and shall be subject to staffing availability.

An employee voluntarily changing worksite or shift after March 1st must resubmit a vacation request for consideration on a first come basis.

Vacations which include major holidays, Thanksgiving, Christmas and New Year's Day shall be rotated amongst staff rather than determined by seniority.

D. Vacation Requests – Community Health Workers I/II (CHW I/II) and Community Health Worker Specialists (CHWS) ONLY. Vacations for Community Health Workers I/II (CHW I/II) and Community Health Worker Specialists (CHWS) shall be scheduled on an annual cycle, April 1st through March 31st. Employees must submit their written vacation requests by February 1st of each year. Administration in each program or office will post a schedule of vacations by March 1st of each year.

At least one CHW or CHWS from each office or program will receive scheduled absences, including continuing education and vacation, at any given time. With supervisor's approval, additional time off requests may be granted, based on staffing and caseload. The employee with the greater length of service in the Community Health Worker Series will receive the requested vacation time. Less senior employees will be given the opportunity to request a different time before the annual schedule is posted and will be approved on a first come basis. In the event of a tie on the date of submission, seniority in the classification or series will serve as the tie breaker Absences for sick leave, disability and regular days off will not be counted as scheduled absences.

An approved vacation will not be unilaterally canceled.

An employee voluntarily changing work position or assignment between programs or regional offices after March 1st must resubmit a vacation request for consideration on a first come basis.

Vacations which include major holidays, Thanksgiving, Christmas and New Year's Day shall be rotated amongst staff rather than determined by seniority.

E. Vacation Accrual Increases for Employees Hired on and before June 30, 2009:

Employees with a first of the month Service Award Date: Each employee with a Service Award Date that is on the first day of a month is eligible to accrue increased vacation hours on his/her Service Award Date.

Example:

1. The employee's Service Award Date is January 1, 1988.

2. The employee reaches 20 years of service on January 1, 2008.

3. January 1, 2008 is the date on which the employee is eligible to begin accruing 16.66 hours of vacation time each month.

4. The increased vacation hours will first appear on the employee's February 10, 2008 pay warrant.

Employees NOT with a first of the month Service Award Date: Each employee whose Service Award Date is NOT on the first day of a month is eligible to accrue increased vacation hours on the first day of the month following the employee's Service Award Date.

Example Two:

1. An employee's Service Award Date is February 24, 1987.

2. The employee reached 20 years of service on February 24, 2007.

3. March 1, 2007 is the date on which the employee is eligible to begin accruing 16.66 hours of vacation time each month.

4. The increased vacation hours will first appear on the employee's April 10, 2007 pay warrant.

F. Vacation Accrual Increases for Employees Hired on and after July 1, 2009:

Each employee hired on and after July 1, 2009 is eligible to accrue increased vacation hours on the first day of the month following the employee's Service Award Date.

Example One:

1. The employee's Service Award Date is January 1, 1988.

2. The employee reached 20 years of service on January 1, 2008.

3. February 1, 2008 is the date on which the employee is eligible to begin accruing 16.66 hours of vacation time each month.

4. The increased vacation hours will appear on the employee's March 10, 2008, pay warrant.

Example Two:

1. An employee's Service Award Date is February 24, 1987.

2. The employee reached 20 years of service on February 24, 2007.

3. March 1, 2007 is the date on which the employee is eligible to begin accruing 16.66 hours of vacation time each month.

4. The increased vacation hours will appear on the employee's April 10, 2007, pay warrant.

G. Service Award Date Defined: An employee's Service Award Date is the first day of his/her temporary, provisional, or permanent appointment to a position in the County. If an employee is first appointed to a temporary or provisional position and then later appointed to a permanent position, the Service Award Date for that employee is the date of the first day of the temporary or provisional appointment.

13.4 Bridged Service Time. Employees who are rehired and have their service bridged in accordance with the provisions of this MOU shall accrue vacation in accordance with the accrual formula for employees hired after September 1, 1979. However, prior service time which has been bridged shall count toward longevity accrual.

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

13.6 Vacation Allowance for Separated Employees. On separation from County service, an employee shall be paid for any unused vacation credits at the employee's then current pay rate.

13.7 Vacation Preference. Use of vacation accruals is by mutual agreement between the employee and the supervisor and preference of vacation shall be given to employees according to their seniority in their department as reasonably as possible unless otherwise provided in this Agreement. Except as otherwise provided in this Agreement, a supervisor, or his/her designee, shall respond to requests for vacation within ten (10) working days of submission. Vacation requests shall not be unreasonably denied.

SECTION 14 - SICK LEAVE

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

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

Credits to and charges against sick leave are made in minimum amounts of one (1) minute increments and may not be rounded.

Unused sick leave credits accumulate from year to year.

When an employee is separated other than through retirement, accumulated sick leave credits shall be canceled, unless the separation results from layoff, in which case the accumulated credits shall be restored if reemployed in a permanent position within the period of layoff eligibility.

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

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

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

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

"Paid Sick Leave Credits" means those sick leave credits provided for by County Salary Regulations and Memoranda of Understanding.

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

to work due to injury or illness is sufficient.

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

A. Temporary Illness or Injury of an Employee. Paid sick leave credits may be used when the employee is off work because of a temporary illness or injury.

B. Permanent Disability Sick Leave. Permanent disability means the employee suffers from a disabling physical injury or illness and is thereby prevented from engaging in any County occupation for which the employee is qualified by reason of education, training or experience. Sick leave may be used by permanently disabled employees until all accruals of the employee have been exhausted or until the employee is retired by the Retirement Board, subject to the following conditions:

1. An application for retirement due to disability has been filed with the Retirement Board.

2. Satisfactory medical evidence of such disability is received by the appointing authority within 30 days of the start of use of sick leave for permanent disability.

3. The appointing authority may review medical evidence and order further examination as deemed necessary, and may terminate use of sick leave when such further examination demonstrates that the employee is not disabled, or when the appointing authority determines that the medical evidence submitted by the employee is insufficient, or where the above conditions have not been met.

C. Communicable Disease. An employee may use paid sick leave credits when under a physician's order to remain secluded due to exposure to a communicable disease.

D. Sick Leave Utilization for Pregnancy Disability. Employees whose disability is caused or contributed to by pregnancy, miscarriage, abortion, childbirth, or recovery therefrom, shall be allowed to utilize sick leave credit to the maximum accrued by such employee during the period of such disability under the conditions set forth below:

1. Application for such leave must be made by the employee to the appointing authority accompanied by a written statement of disability from the employee's attending physician. The statement must address itself to the employee's general physical limitations having considered the nature of the work performed by the employee, and it must indicate the date of the commencement of the disability as well as the date the physician anticipates the disability to terminate.

2. If an employee does not apply for leave and the appointing authority believes that the employee is not able to properly perform her work or that her general health is impaired due to disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth or recovery there from the employee shall be required to undergo a physical examination by a physician selected by the County. Should the medical report so recommend, a mandatory leave shall be imposed upon the employee for the duration of the disability.

3. Except as set forth in Section 14.3 H Baby/Child Bonding, sick leave may not be utilized after the employee has been released from the hospital unless the employee has provided the County with a written statement from her attending physician stating that her disability continues and the projected dates of the employee's recovery from such disability.

E. Medical and Dental Appointments. An employee may use paid sick leave credits:

1. For working time used in keeping medical and dental appointments for the employee's own care; and

2. For working time used by an employee for pre-scheduled medical and dental appointments for an immediate family member.

F. Emergency Care of Family. An employee may use paid sick leave credits for working time used in cases of illness or injury to an immediate family member.

G. Death of Family Member. An employee may use paid sick leave credits for working time used because of a death in the employee's immediate family or of the employee’s domestic partner, but this shall not exceed three (3) working days, plus up to two (2) days of work time for necessary travel. Use of additional accruals including sick leave when appropriate may be authorized in conjunction with the bereavement leave at the discretion of the appointing authority.

H. Baby/Child Bonding. Upon the birth or adoption of a child, an employee eligible for baby-bonding leave pursuant to the California Family Rights Act may use sick leave credits for such baby-bonding leave.

I. Accumulated paid sick leave credits may not be used in the following situations:

1. Vacation. Paid sick leave credits may not be used for an employee's illness or injury which occurs while he/she is on vacation but the County Administrator may authorize it when extenuating circumstances exist and the appointing authority approves.

2. Not in Pay Status. Paid sick leave credits may not be used when the employee would otherwise be eligible to use paid sick leave credits but is not in pay status.

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

A. <u>Employee Responsibilities</u>

1. Employees are responsible for notifying their department of an absence prior to the commencement of their work shift or as soon thereafter as possible. Notification shall include a statement that the absence is due to a medical condition and possible duration of the absence.

2. Employees are responsible for keeping their department informed on a continuing basis of their condition and probable date of return to work.

3. Employees are responsible for obtaining advance approval from their supervisor for the scheduled time of pre-arranged personal or family medical and dental appointment.

4. Employees are encouraged to keep the department advised of (1) a current telephone number to which sick leave related inquiries may be directed, and (2) any condition(s) and/or restriction(s) that may reasonably be imposed regarding specific locations and/or persons the department may contact to verify the employee's sick leave.

B. <u>Department Responsibilities.</u> The use of sick leave may properly be denied if these procedures are not followed. Abuse of sick leave on the part of the employee is cause for disciplinary action.

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

1. Calling the employee's residence telephone number or other contact telephone number provided by the employee if telephone notification was not made in accordance with departmental sick leave call-in guidelines. These inquiries shall be subject to any restrictions imposed by the employee under Section 14.4.a.

2. Obtaining the employee's signature on the Absence/Overtime Record, or on another form established for that purpose, as employee certification of the legitimacy of the claim.

3. Obtaining the employee's written statement regarding the sick leave claim and duration.

4. Requiring the employee to obtain a physician's certificate or verification of the employee's illness, date(s) the employee was incapacitated, and the employee's ability to return to work, as specified above.

5. In absences of an extended nature, requiring the employee to obtain from their physician a statement of progress and anticipated date on which the employee will be able to return to work, as specified above.

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

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

14.5 <u>Disability.</u>

A. An employee physically or mentally incapacitated for the performance of duty is subject to dismissal, suspension or demotion, subject to the County Employees Retirement Law of 1937. An appointing authority after giving notice may place an employee on leave if the appointing authority has filed an application for disability retirement for the employee, or whom the appointing authority believes to be temporarily or permanently physically or mentally incapacitated for the performance of the employee’s duties.

B. An appointing authority who has reasonable cause to believe that there are physical or mental health conditions present in an employee which endanger the health or safety of the employee, other employees, or the public, or which impair the employee's performance of duty, may order the employee to undergo at County expense and on the employees paid time a physical, medical examination by a licensed physician and/or a psychiatric examination by a licensed physician or psychologist, and receive a report of the findings on such examination. If the examining physician or psychologist recommends that treatment for physical or mental health problems, including leave, are in the best interests of the employee or the County in relation to the employee overcoming any disability and/or performing his or her duties the appointing authority may direct the employee to take such leave and/or undergo such treatment.

C. Leave due to temporary or permanent disability shall be without prejudice to the employee's right to use sick leave, vacation, or any other benefit to which the employee is entitled other than regular salary. The Director of Human Resources may order lost pay restored for good cause and subject to the employee's duty to mitigate damages.

D. Before an employee returns to work from any absence for illness or injury, other leave of absence or disability leave, exceeding two weeks in duration, the appointing authority may order the employee to undergo at County expense a physical, medical, and/or psychiatric examination by a licensed physician, and may consider a report of the findings on such examination. If the report shows that such employee is physically or mentally incapacitated for the performance of duty, the appointing authority may take such action as he/she deems necessary in accordance with appropriate provisions of this MOU.

E. Before an employee is placed on an unpaid leave of absence or suspended because of physical or mental incapacity under (a) or (b) above, the employee shall be given notice of the proposed leave of absence or suspension by letter or memorandum, delivered personally or by certified mail, containing the following:

1. A statement of the leave of absence or suspension proposed.

2. The proposed dates or duration of the leave or suspension which may be indeterminate until a certain physical or mental health condition has been attained by the employee.

3. A statement of the basis upon which the action is being taken.

4. A statement that the employee may review the materials upon which the action is taken.

5. A statement that the employee has until a specified date (not less than seven (7) work days from personal delivery or mailing of the notice) to respond to the appointing authority orally or in writing.

F. Pending response to the notice the appointing authority for cause specified in writing may place the employee on a temporary leave of absence, with pay.

G. The employee to whom the notice has been delivered or mailed shall have seven (7) work days to respond to the appointing authority either orally or in writing before the proposed action may be taken.

H. After having complied with the notice requirements above, the appointing authority may order the leave of absence or suspension in writing stating specifically the basis upon which the action is being taken, delivering the order to the employee either personally or by mail, effective either upon personal delivery or deposit in the US Postal Service.

I. An employee who is placed on leave or suspended under this section may, within ten (10) calendar days after personal delivery or mailing to the employee of the order, appeal the order in writing through the Human Resources Director to the Merit Board. Alternatively, the employee may file a written election with the Human Resources Director waiving the employee's right to appeal to the Merit Board in favor of appeal to a Disability Review Arbitrator.

J. In the event of an appeal either to the Merit Board or the Disability Review Arbitrator, the employee has the burden of proof to show that either:

1. The physical or mental health condition cited by the appointing authority does not exist, or

2. The physical or mental health condition does exist, but it is not sufficient to prevent, preclude, or impair the employee's performance of duty, or is not sufficient to endanger the health or safety of the employee, other employees, or the public.

K. If the appeal is to the Merit Board, the order and appeal shall be transmitted by the Human Resources Director to the Merit Board for hearing under the Merit Board's Procedures, Section 1114-1128 inclusive. Medical reports submitted in evidence in such hearings shall remain confidential information and shall not be a part of the public record.

L. If the appeal is to a Disability Review Arbitrator, the employee (and his representative) will meet with the County's representative to mutually select the Disability Review Arbitrator, who may be a de facto arbitrator, or a physician, or a rehabilitation specialist, or some other recognized specialist mutually selected by the parties. The arbitrator shall hear and review the evidence. The decision of the Disability Review Arbitrator shall be binding on both the County and the employee.

Scope of the Arbitrator's Review.

1. The arbitrator may affirm, modify or revoke the leave of absence or suspension.

2. The arbitrator may make his decision based only on evidence submitted by the County and the employee.

3. The arbitrator may order back pay or paid sick leave credits for any period of leave of absence or suspension if the leave or suspension is found not to be sustainable, subject to the employee's duty to mitigate damages.

4. The arbitrator's fees and expenses shall be paid one-half by the County and one-half by the employee or employee's union.

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

SECTION 14 - SICK LEAVE

A. Waiting Period. There is a three (3) calendar day waiting period before Workers' Compensation benefits commence. If the injured worker loses any time on the day of injury, that day counts as day one (1) of the waiting period. If the injured worker does not lose time on the date of injury, the waiting period will be the first three (3) calendar days the employee does not work as a result of the injury. The time the employee is scheduled to work during this waiting period will be charged to the employee's sick leave and/or vacation accruals. In order to qualify for Workers' Compensation the employee must be under the care of a physician. Temporary compensation is payable on the first three (3) days of disability when the injury necessitates hospitalization, or when the disability exceeds fourteen (14) days.

B. Continuing Pay. A permanent employee shall receive the appropriate percentage as outlined above of regular monthly salary during any period of compensable temporary disability not to exceed one (1) year. Payment of continuing pay and/or temporary disability compensation is made in accordance with Part 2, Article 3 of the Workers' Compensation Laws of California. "Compensable temporary disability absence" for the purpose of this Section, is any absence due to work connected disability which qualifies for temporary disability compensation as set forth in Part 2, Article 3 of the Workers' Compensation Laws of California.

When any disability becomes medically permanent and stationary and/or reaches maximum medical improvement, the salary provided by this Section shall terminate. No charge shall be made against sick leave or vacation for these salary payments. Sick leave and vacation rights shall not accrue for those periods during which continuing pay is received.

Employees shall be entitled to a maximum of one (1) year of continuing pay benefits.

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

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

end of the scheduled work day whenever possible. This provision applies only to injuries/illnesses that have been accepted by the County as work related.

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

E. Method of Integration. An employee's sick leave and/or vacation charges shall be calculated as follows:

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

C = Sick leave or vacation charge per day (in hours)
W = Statutory Workers' Compensation for a month
S = Monthly salary

For Example:
W = $960 per month Workers' Compensation
S = $1667 per month salary
8 = 8 hours
C = Hours to be charged to Sick Leave

C = 8 [1 - ($960 ÷ $1,667)]
C = 8 [1 - (.5758)]
C = 8 (.4242)
C = 3.39

3 hours chargeable to sick leave
5 hours chargeable to Workers' Compensation

F. Health Insurance. The County contribution to the employee's group insurance plan(s) continues during the continuing pay period and during integration of sick leave or vacation with Workers' Compensation benefits.

14.7 Rehabilitation Program. On May 26, 1981, the Board of Supervisors established a Labor-Management Committee to administer a rehabilitation program for disabled employees. It is understood that the benefits specified above in this Section 14 shall be coordinated with the rehabilitation program as determined by the Labor-Management Committee. The Rehabilitation Committee will meet within sixty (60) days of ratification of this MOU. The County will schedule committee meetings on a quarterly basis.

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

SECTION 15 - CATASTROPHIC LEAVE BANK

15.1 Program Design. The County Human Resources Department will operate a Catastrophic Leave Bank which is designed to assist any County employee who has exhausted all paid accruals due to a serious or catastrophic illness, injury, or condition of the employee or family member. The program establishes and maintains a Countywide bank wherein any employee who wishes to contribute may authorize that a portion of his/her accrued vacation, compensatory time, holiday compensatory time or floating holiday be deducted from those account(s) and credited to the Catastrophic Leave Bank. Employees may donate hours either to a specific eligible employee or to the bank. Upon approval, credits from the Catastrophic Leave Bank may be transferred to a requesting employee's sick leave account so that employee may remain in paid status for a longer period of time, thus partially ameliorating the financial impact of the illness, injury, or condition.

Catastrophic illness or injury is defined as a critical medical condition, a long-term major physical impairment or disability which manifests itself during employment.

15.2 Operation. The plan will be administered under the direction of the Director of Human Resources. The Human Resources Department will be responsible for receiving and recording all donations of accruals and for initiating transfer of credits from the bank to the recipient's sick leave account. Disbursement of accruals will be subject to the approval of a six (6) member committee composed of three (3) members appointed by the County Administrator and three (3) members appointed by the majority representative employee organizations. The committee shall meet as necessary to consider all requests for credits and shall make determinations as to the appropriateness of the request. The committee shall determine the amount of accruals to be awarded for employees whose donations are non-specific. Consideration of all requests by the committee will be on an anonymous requester basis.

Hours transferred from the Catastrophic Leave Bank to a recipient will be in the form of sick leave accruals and shall be treated as regular sick leave accruals.

To receive credits under this plan, an employee must have permanent status, must have exhausted all time off accruals to a level below eight (8) hours total, have applied for a medical leave of absence and have medical verification of need.

Donations are irrevocable unless the donation to the eligible employee is denied. Donations may be made in hourly blocks with a minimum donation of not less than four (4) hours per donation from balances in the vacation, holiday, floating holiday, compensatory time, or holiday compensatory time accounts. Employees who elect to donate to a specific individual shall have seventy-five percent (75%) of their donation credited to the individual and twenty-five percent (25%) credited to the Catastrophic Leave Bank.

Time donated will be converted to a dollar value and the dollar value will be converted back to sick leave accruals at the recipient's base hourly rate when disbursed. Credits will not be on a straight hour-for-hour basis. All computations will be on a standard

173.33 basis, except that employees on other than a forty (40) hour week will have hours prorated according to their status.

Any recipient will be limited to a total of one thousand forty (1040) hours or its equivalent per catastrophic event; each donor will be limited to one hundred twenty (120) hours per calendar year.

No element of this plan is grievable. All appeals from either a donor or recipient will be resolved on a final basis by the Director of Human Resources.

No employee will have any entitlement to catastrophic leave benefits. The award of Catastrophic Leave will be at the sole discretion of the committee, both as to amounts of benefits awarded and as to persons awarded benefits. Benefits may be denied, or awarded for less than six (6) months. The committee will be entitled to limit benefits in accordance with available contributions and to choose from among eligible applicants, on an anonymous basis, those who will receive benefits, except for hours donated to a specific employee. In the event a donation is made to a specific employee and the committee determines the employee does not meet the Catastrophic Leave Bank criteria, the donating employee may authorize the hours to be donated to the bank or returned to the donor's account. The donating employee will have fourteen (14) calendar days from notification to submit his/her decision regarding the status of their donation, or the hours will be irrevocably transferred to the Catastrophic Leave Bank.

Any unused hours transferred to a recipient will be returned to the Catastrophic Leave Bank.

SECTION 16 - STATE DISABILITY INSURANCE (SDI)

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

Integration means that employees will be required to use sick leave accruals to supplement the difference between the amount of the SDI payment and the employee's base monthly salary. Integration of sick leave with the SDI benefit is automatic and cannot be waived. Integration applies to all SDI benefits paid. For employees off on SDI, the department will make appropriate integration adjustments, including retroactive adjustments if necessary. Employees must inform their department of their SDI application in a timely manner in order for the department to make appropriate integration adjustments. State Disability benefit payments will be sent directly to the employees at their home address by the State of California.

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

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

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

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

When the SDI benefit is exhausted, sick leave integration terminates. Then the employee may use sick leave or other accruals.

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

16.3 Method of Integration. Until an employee has a balance of 1.2 hours of sick leave, the employee's sick leave accrual charges while receiving SDI benefits shall be calculated each month.

The amount of sick leave charged each employee will be calculated in the following manner:

The percentage of base monthly salary not covered by the SDI benefit will be applied to the daily hours in the employee's schedule and that number of sick leave hours will be charged against the employee's sick leave accruals.

For purposes of integration with the SDI program, all full-time employees' schedules will be converted to 8-hour/5-day weekly work schedules during the period of integration. The formula for full-time employees' sick leave integration charges is shown below:

L = [(S-D) ÷ S] x 8
S = Employee Base Monthly Salary
H = Estimated Highest Quarter (3-mos) Earnings [H = S x 3]
W = Weekly SDI Benefit from State of California SDI Weekly Benefit Table
C = Calendar Days in each Month
D = Est. Monthly SDI Benefit [D = (W ÷ 7) x C]
L = Sick Leave Charged per Day

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

16.4 Definition. "Base Monthly Salary" for purposes of sick leave integration is defined as the salary amount for the employee's step on the salary schedule for the employee's permanent classification as shown in the "Salary" field on the On-Line Payroll Time Reporting System used by departments for payroll reporting purposes.

16.5 SDI Informational Meetings. The Benefits Division will hold two (2) meetings in East County and two (2) meetings in West County to provide information about SDI integration and sick-leave buy-back. The Union agrees to make the arrangements for meeting space and will bear the costs of securing the space.

SECTION 17 - LEAVE OF ABSENCE

17.1 Leave Without Pay. Any employee who has permanent status may be granted a leave of absence without pay upon written request, approved by the appointing authority; provided, however, that leaves for pregnancy, pregnancy disability, serious health conditions, and family care shall be granted in accordance with applicable state and federal law.

17.2 General Administration - Leaves of Absence. Requests for leave without pay shall be made upon forms prescribed by the Director of Human Resources and shall state specifically the reason for the request, the date when it is desired to begin the leave, and the probable date of return.

A. Leave without pay may be granted for any of the following reasons:

1. Illness or disability.

2. Pregnancy.

3. Parental.

4. To take a course of study such as will increase the employee's usefulness on return to the position.

5. For other reasons or circumstances acceptable to the appointing authority.

B. An employee must request family care leave at least thirty (30) days before the leave is to begin if the need for the leave is foreseeable. If the need is not foreseeable, the employee must provide written notice to the employer within five (5) days of learning of the event by which the need for family care leave arises.

C. A leave without pay may be for a period not to exceed one (1) year, provided the appointing authority may extend such leave for additional periods. The procedure in granting extensions shall be the same as that in granting the original leave,

provided that the request for extension must be made not later than thirty (30) calendar days before the expiration of the original leave.

D. Nevertheless, a leave of absence for the employee's serious health condition or for family care (FMLA) shall be granted to an employee who so requests it for up to eighteen (18) weeks during a “rolling” twelve (12) month period measured backward from the date an employee uses his/her FMLA leave in accordance with Section 17.5 below.

E. Whenever an employee who has been granted a leave without any pay desires to return before the expiration of such leave, the employee shall submit a request to the appointing authority in writing at least fifteen (15) days in advance of the proposed return. Early return is subject to prior approval by the appointing authority. The Human Resources Department shall be notified promptly of such return.

F. Except in the case of leave of absence due to family care, pregnancy, pregnancy disability, illness, or serious health condition, the decision of the appointing authority on granting or denying a leave or early return from leave shall be subject to appeal to the Director of Human Resources and not subject to appeal through the grievance procedure set forth in this MOU.

17.3 Furlough Days Without Pay (VTO). Subject to the prior written approval of the appointing authority, employees may elect to take furlough days or hours without pay (pre-authorized absence without pay), up to a maximum of fifteen (15) calendar days for any one period. Longer pre-authorized absences without pay are considered leaves of absence without pay. Employees who take furlough time shall have their compensation for the portion of the month worked computed in accord with Section 5.6 - Compensation for Portion of Month of this MOU. Full-time and part-time employees who take furlough time shall have their vacation, sick leave, floating holiday, and any other payroll computed accruals computed as though they had worked the furlough time. When computing vacation, sick leave, floating holiday and other accrual credits for employees taking furlough time, this provision shall supersede Section 12.1, 13.1, 13.3, 14.2 and 14.8 of this MOU regarding the computation of vacation, sick leave, floating holiday, and other accrual credits as regards furlough time only. For payroll purposes, furlough time (absence without pay with prior authorization of the appointing authority) shall be reported separately from other absences without pay to the Auditor-Controller. The existing VTO program shall be continued for the life of the contract.

17.4 Military Leave. Any employee who is ordered to serve as a member of the State Militia or the United States Army, Navy, Air Force, Marine Corps, Coast Guard or any division thereof shall be granted a military leave for the period of such service, plus ninety (90) days. Additionally, any employee who volunteers for service during a mobilization under Executive Order of the President or Congress of the United States and/or the State Governor in time of emergency shall be granted a leave of absence in accordance with applicable state or federal laws. Upon the termination of such service or upon honorable discharge, the employee shall be entitled to return to his/her position in the classified service provided such still exists and the employee is otherwise qualified, without any loss of standing of any kind whatsoever.

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

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

17.5 Family Care Leave or Medical Leave. Upon request to the appointing authority, in a "rolling" twelve (12) month period measured backward from the date the employee uses his/her FMLA leave, any employee who has permanent status shall be entitled to at least eighteen (18) weeks leave (less if so requested by the employee) for:

A. Medical leave of absence for the employee's own serious health condition which makes the employee unable to perform the functions of the employee's position; or

B. Family care leave of absence without pay for reason of the birth of a child of the employee, the placement of a child with an employee in connection with the adoption or foster care of the child by the employee, or the serious illness or health condition of a child, parent, spouse, or domestic partner of the employee.

17.6 Certification. The employee may be asked to provide certification of the need for family care leave or medical leave. Additional period(s) of family care or medical leave may be granted by the appointing authority.

17.7 Intermittent Use of Leave. The eighteen (18) week entitlement may be in broken periods, intermittently on a regular or irregular basis, or may include reduced work schedules depending on the specific circumstances and situations surrounding the request for leave. The eighteen (18) weeks may include use of appropriate available paid leave accruals when accruals are used to maintain pay status, but use of such accruals is not required beyond that specified in Section 17.12 below. When paid leave accruals are used for a medical or family care leave, such time shall be counted as a part of the eighteen (18) week entitlement.

17.8 Aggregate Use for Spouses. In the situation where husband and wife are both employed by the County, the family care of medical leave entitlement based on the birth, adoption or foster care of a child is limited to an aggregate for both employees together of eighteen (18) weeks during a "rolling" twelve (12) month measured backward from the date the employee uses his/her FMLA leave. Employees requesting family care leave are required to advise their appointing authority(ies) when their spouse is also employed by the County.

17.9 Definitions. For medical and family care leaves of absence under this section, the following definitions apply:

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

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

C. Spouse: A partner in marriage as defined in California Civil Code Section 4100.

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

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

F. Certification for Family Care Leave: A written communication to the employer from a health care provider of a person for whose care the leave is being taken which need not identify the serious health condition involved, but shall contain:

1. The date, if known, on which the serious health condition commenced.

2. The probable duration of the condition.

3. An estimate of the amount of time which the employee needs to render care or supervision.

4. A statement that the serious health condition warrants the participation of a family member to provide care during period of treatment or supervision.

5. If for intermittent leave or a reduced work schedule leave, the certification should indicate that the intermittent leave or reduced leave schedule is necessary for the care of the individual or will assist in their recovery, and its expected duration.

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

1. The date, if known, on which the serious health condition commenced.

2. The probable duration of the condition.

3. A statement that the employee is unable to perform the functions of the employee's job.

4. If for intermittent leave or a reduced work schedule leave, the certification should indicate the medical necessity for the intermittent leave or reduced leave schedule and its expected duration.

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

17.10 Pregnancy Disability Leave. Insofar as pregnancy disability leave is used under Section 14.3.D (Sick Leave Utilization for Pregnancy Disability), that time will not be considered a part of the eighteen (18) week family care leave period.

17.11 Group Health Plan Coverage. Employees who were members of one of the group health plans prior to commencement of their leave of absence can maintain their health plan coverage with the County contribution by maintaining their employment in pay status as described in Section 17.12. During the eighteen (18) weeks of an approved medical or family care leave under Section 17.5 above, the County will continue its contribution for such health plan coverage even if accruals are not available for use to maintain pay status as required under Section 17.12. In order to maintain such coverage, employees are required to pay timely the full employee contribution to maintain their group health plan coverage, either through payroll deduction or by paying the County directly.

17.12 Leave Without Pay - Use of Accruals.

A. All Leaves of Absence. During the first twelve (12) month period of any leave of absence without pay, an employee may elect to maintain pay status each month by using available sick leave (if so entitled under Section 14.3 - Policies Governing the Use of Paid Sick Leave), vacation, floating holiday, compensatory time off or other accruals or entitlements; in other words, during the first twelve (12) months, a leave of absence without pay may be "broken" into segments and accruals used on a monthly basis at the employee's discretion. After the first twelve (12) months, the leave period may not be "broken" into segments and accruals may not be used, except when required by LTD Benefit Coordination or SDI/Sick Leave Integration or as provided Section 16.3 or in the sections below.

B. Family Care or Medical Leave (FMLA). During the eighteen (18) weeks of an approved medical or family care leave, if a portion of that leave will be on a leave of absence without pay, the employee will be *required* to use *at least* 0.1 hour of sick leave (if so entitled under Section 14.3 - Policies Governing the Use of Paid Sick Leave), vacation, floating holiday, compensatory time off or other accruals

or entitlements if such are available, although use of additional accruals is permitted under subsection A. above.

C. Leave of Absence/Long Term Disability (LTD) Benefit Coordination. A n eligible employee who files an LTD claim and concurrently takes a leave of absence without pay will be required to use accruals as provided in Section B herein during the eighteen (18) week entitlement period of a medical leave specified above. If an eligible employee continues beyond the eighteen (18) week entitlement period on a concurrent leave of absence/LTD claim, the employee may choose to maintain further pay status only as allowed under subsection A. herein.

D. Sick leave accruals may not be used during any leave of absence, except as allowed under Section 14.3 - Policies Governing the Use of Paid Sick Leave.

17.13 Leave of Absence Replacement and Reinstatement. Any permanent employee who requests reinstatement to the classification held by the employee in the same department at the time the employee was granted a leave of absence, shall be reinstated to a position in that classification and department and then only on the basis of seniority. In case of severance from service by reason of the reinstatement of a permanent employee, the provisions of Section 11 - Workforce Reduction/Layoff/Reassignment shall apply.

17.14 Leave of Absence Return. In the Employment & Human Services Department an employee shall have the right to return to the same class, building, and assignment (position control number) if the return to work is within eighty-nine (89) consecutive days from the initial date the employee started the leave of absence. At such time the leave of absence is approved by the Appointing Authority, the Employment & Human Services Department shall notify the employee of the final date by which he/she shall return to be assigned to the same position control number.

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

17.16 Salary Review While on Leave of Absence. The salary of an employee who is on leave of absence from a County position on any anniversary date and who has not been absent from the position on leave without pay more than six (6) months during the

preceding year, shall be reviewed on the anniversary date. Employees on military leave shall receive salary increments that may accrue to them during the period of military leave.

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

17.18 Non-Exclusivity. Other MOU language on this subject, not in conflict, shall remain in effect.

SECTION 18 - JURY DUTY AND WITNESS DUTY

18.1 Jury Duty. For purposes of this Section, jury duty shall be defined as any time an employee is obligated to report to the court.

A. When called for jury duty, County employees, like other citizens, are expected to discharge their jury duty responsibilities.

B. Employees shall advise their department as soon as possible if scheduled to appear for jury duty.

C. If summoned for jury duty in a Superior, Federal Court, or a Coroners jury, employees may remain in their regular County pay status, or they may take paid leave (vacation, floating holiday, etc.) or leave without pay and retain all fees and expenses paid to them.

D. When an employee is summoned for jury duty selection or is selected as a juror in a Superior or Federal Court, employees may remain in a regular pay status if they waive all fees (other than mileage), regardless of shift assignment and the following shall apply:

1. If an employee elects to remain in a regular pay status and waive or surrender all fees (other than mileage), the employee shall obtain from the Clerk or Jury Commissioner a certificate indicating the days attended and noting that fees other than mileage are waived or surrendered. The employee shall furnish the certificate to his department where it will be retained as a department record. No "Absence/Overtime Record" is required.

2. An employee who elects to retain all fees must take leave (vacation, floating holiday, etc.) or leave without pay. No court certificate is required but an "Absence/Overtime Record" must be submitted to the department payroll clerk.

E. Employees are not permitted to engage in any employment regardless of shift assignment or occupation before or after daily jury service that would affect their ability to properly serve as jurors.

F. An employee on short notice standby to report to court, whose job duties make short notice response impossible or impractical, shall be given alternate work assignments for those days to enable them to respond to the court on short notice.

G. When an employee is required to serve on jury duty, the County will adjust that employee's work schedule to coincide with a Monday to Friday schedule for the remainder of their service, unless the employee requests otherwise.

H. Permanent-intermittent employees are entitled to paid jury duty leave only for those days on which they were previously scheduled to work.

18.2 Witness Duty. Employees called upon as a witness or an expert witness in a case arising in the course of their work or the work of another department may remain in their regular pay status and turn over to the County all fees and expenses paid to them other than mileage allowance or they may take vacation leave or leave without pay and retain all fees and expenses.

Employees called to serve as witnesses in private cases or personal matters (e.g., accident suits and family relations) shall take vacation leave or leave without pay and retain all witness fees paid to them.

Employees shall advise their department as soon as possible if scheduled to appear for witness duty. Permanent-intermittent employees are entitled to paid witness duty only for those days on which they were previously scheduled to work.

SECTION 19 - MEDICAL, DENTAL, & LIFE INSURANCE

19.1 Health Plan Coverages. The County will provide the medical and dental coverage for permanent employees regularly scheduled to work twenty (20) or more hours per week and for their eligible family members, expressed in one of the Medical Plan contracts and one of the Dental Plan contracts between the County and the following providers:

A. Contra Costa Health Plans (CCHP)
B. Kaiser Permanente Health Plan
C. Health Net
D. Teamsters 856 Trust Fund KP Health Plan (available as of 01/01/2017)
E. Delta Dental
F. DeltaCare (PMI)

Employee Co-pays for these plans are shown on Attachment B.

Medical Plans:

All employees will have access to the following medical plans for the 2016 Plan Year:

1. CCHP Plan A & Plan B
2. Kaiser Permanente Plan A
3. Health Net HMO Plan A
4. Health Net PPO Plan A

All employees will have access to the following medical plans beginning in the 2017 Plan Year:

1. CCHP Plan A & Plan B
2. Kaiser Permanente Plan A & Plan B
3. Teamsters 856 Trust Fund KP Health Plan
4. Health Net HMO Plan A & Plan B
5. Health Net PPO Plan A & Plan B
6. Kaiser High Deductible Health Plan

Health Net PPO Plan B will be eliminated for all employees beginning January 1, 2018.

In the event that one of the medical plans listed above meets the criteria for a high cost employer-sponsored health plan that may be subject to an excise penalty (a.k.a. Cadillac Tax) under the federal Patient Protection and Affordable Care Act ("ACA") (42 U.S.C. § 18081), the Joint Labor/Management Benefit Committee will meet to consider plan design and other changes in an effort to mitigate the negative impact of the excise penalty. If the Committee is unable to make sufficient plan changes and the plan(s) continue to meet the criteria for high cost employer-sponsored health plan(s), such plan(s) will be eliminated for all employees beginning January 1, 2018.

19.2 Monthly Premium Subsidy:

A. For each medical and/or dental plan, the County's monthly premium subsidy is a set dollar amount and is not a percentage of the premium charged by the plan. The County will pay the following monthly premium subsidy:

Health & Dental Plans	Employee	Employee +1 Dependent	Employee +2 or More Dependents
Contra Costa Health Plans (CCHP), Plan A	$509.92	$1,214.90	$1,214.90
Contra Costa Health Plans (CCHP), Plan B	$528.50	$1,255.79	$1,255.79
Kaiser Permanente Health Plans	$478.91	$1,115.84	$1,115.84
Teamsters 856 Trust Fund KP Health Plan (available as of 01/01/2017)	$478.91	$1,115.84	$1,115.84
Health Net HMO Plans	$627.79	$1,540.02	$1,540.02
Health Net PPO Plans	$604.60	$1,436.25	$1,436.25
Delta Dental with CCHP A or B	$41.17	$93.00	$93.00
Delta Dental with Kaiser or Health Net	$34.02	$76.77	$76.77
Delta Dental without a Health Plan	$43.35	$97.81	$97.81
DeltaCare (PMI) with CCHP A or B	$25.41	$54.91	$54.91
DeltaCare (PMI) with Kaiser or Health Net	$21.31	$46.05	$46.05
DeltaCare (PMI) without a Health Plan	$27.31	$59.03	$59.03

The 2-tier premium structure in effect for the 2016 plan year will continue to apply to eligible retirees until such time as the County implements a 3-tier premium structure for a majority of all eligible County retirees participating in County health plans.

B. If the County contracts with a medical and/or dental plan provider not listed above, the amount of the premium subsidy that the County will pay to that medical and/or dental plan provider for employees and their eligible family members shall not exceed the amount of the premium subsidy that the County would have paid to the former plan provider.

C. In the event that the County premium subsidy amounts are greater than one hundred percent (100%) of the applicable premium of any medical and/or dental plan, for any plan year, the County's contribution will not exceed one hundred percent (100%) of the applicable plan premium.

D. **Joint Labor/Management Benefit Committee.** The Union will join the Joint Labor/Management Benefit Committee ("Benefit Committee") created in 2016 that will convene in order to 1) select a replacement medical or dental plan in the event that a plan listed in this Section 19 is no longer available; 2) design a wellness program; 3) discuss future medical, dental, or vision plan design; or 4) assess the future impact of any excise tax pursuant to the federal Patient Protection and Affordable Care Act ("ACA") (42 U.S.C. § 18081) on any high cost medical plans offered by the County. The Benefit Committee replaces the existing Healthcare Oversight Committee. The existing Healthcare Coalition will remain, but may meet quarterly. The Benefit Committee will be composed of two (2) representatives (not including Union/Association staff) from each Union/Association in the County and Management representatives to be determined. If the Benefit Committee is selecting a replacement medical or dental plan, the selection must be unanimously agreed upon by the Union/Association representatives on the Committee and any such selected plan will be available to employees represented by the Unions and incorporated into their respective MOUs after ratification by each Union/Association. The Union may begin participating in the Benefit Committee following ratification of this MOU.

19.3 Retirement Coverage:

A. Upon Retirement:

1. Upon retirement, eligible employees and their eligible family members may remain in their County health/dental plan, but without County-paid life insurance coverage, if immediately before their proposed retirement the employees and dependents are either active subscribers to one of the County contracted health/dental plans or if while on authorized leave of absence without pay, they have retained continuous coverage during the leave period. The County will pay the health/dental plan monthly premium subsidies set forth in Section 19.2 for eligible retirees and their eligible family

members.

2. Any person who becomes age 65 on or after January 1, 2010 and who is eligible for Medicare must immediately enroll in Medicare Parts A and B.

3. For employees hired on or after January 1, 2010 and their eligible family members, no monthly premium subsidy will be paid by the County for any health and/or dental plan after they separate from County employment. However, any such eligible employee who retires under the Contra Costa County Employees' Retirement Association ("CCCERA") may retain continuous coverage of a county health or dental plan provided that (i) he or she begins to receive a monthly retirement allowance from CCCERA within 120 days of separation from County employment and (ii) he or she pays the full premium cost under the health and/or dental plan without any County premium subsidy.

B. Employees Who File For Deferred Retirement: Employees, who resign and file for a deferred retirement and their eligible family members, may continue in their County group health and/or dental plan under the following conditions and limitations.

1. Health and dental coverage during the deferred retirement period is totally at the expense of the employee, without any County contributions.

2. Life insurance coverage is not included.

3. To continue health and dental coverage, the employee must:

   a. be qualified for a deferred retirement under the 1937 Retirement Act provisions;
   b. be an active member of a County group health and/or dental plan at the time of filing their deferred retirement application and elect to continue plan benefits;
   c. be eligible for a monthly allowance from the Retirement System and direct receipt of a monthly allowance within twenty-four (24) months of application for deferred retirement; and
   d. file an election to defer retirement and to continue health benefits hereunder with the County Benefits Division within thirty (30) days before separation from County service.

4. Deferred retirees who elect continued health benefits hereunder and their eligible family members may maintain continuous membership in their County health and/or dental plan group during the period of deferred retirement by paying the full premium for health and dental coverage on or before the 10th of each month, to

the Contra Costa County Auditor-Controller. When the deferred retirees begin to receive retirement benefits, they will qualify for the same health and/or dental coverage pursuant to subsection (A) above, as similarly situated retirees who did not defer retirement.

5. Deferred retirees may elect retiree health benefits hereunder without electing to maintain participation in their County health and/or dental plan during their deferred retirement period. When they begin to receive retirement benefits they will qualify for the same health and/or dental coverage pursuant to subsection (A), above, as similarly situated retirees who did not defer retirement, provided reinstatement to a County group health and/or dental plan will only occur following a three (3) full calendar month waiting period after the month in which their retirement allowance commences.

6. Employees who elect deferred retirement will not be eligible in any event for County health and/or dental plan subvention unless the member draws a monthly retirement allowance within twenty-four (24) months after separation from County service.

7. Deferred retirees and their eligible family members are required to meet the same eligibility provisions for retiree health/dental coverage, as similarly situated retirees who did not defer retirement.

C. Employees Hired After December 31, 2006. - Eligibility for Retiree Health Coverage: All employees hired after December 31, 2006 are eligible for retiree health/dental coverage pursuant to subsections (A) and (B), above, upon completion of fifteen (15) years of service as an employee of Contra Costa County. For purposes of retiree health eligibility, one year of service is defined as one thousand (1,000) hours worked within one anniversary year. The existing method of crediting service while an employee is on an approved leave of absence will continue for the duration of this Agreement.

D. Subject to the provisions of Section 19.3 subparts (A) (B), and (C) and upon retirement and for the term of this agreement, the following employees (and their eligible family members) are eligible to receive a monthly premium subsidy for health and/or dental plans or are eligible to retain continuous coverage of such plans: employees, and each employee who retires from a position or classification that was represented by this bargaining unit at the time of his or her retirement.

E. For purposes of this Section 19.3 only, “eligible family members” does not include Survivors of employees or retirees.

19.4 Health Plan Coverages and Provisions: The following provisions are applicable regarding County Health and Dental Plan participation:

A. Health, Dental and Life Participation by Other Employees: Permanent part-time employees working nineteen (19) hours per week or less may participate in the County Health and/or Dental plans (with the associated life insurance benefit) at the employee's full expense.

B. Coverage Upon Separation: An employee who separates from County employment is covered by his/her County health and/or dental plan through the last day of the month in which he/she separates. Employees who separate from County employment may continue group health and/or dental plan coverage to the extent provided by the COBRA laws and regulations.

19.5 Family Member Eligibility Criteria: The following persons may be enrolled as the eligible Family Members of a medical and/or dental plan Subscriber:

A. Health Insurance

1. Eligible Dependents:

   a. Employee's Legal Spouse
   b. Employee's qualified domestic partner
   c. Employee's child to age 26
   d. Employee's Disabled Child who is:
      (1) over age 26,
         i. Unmarried; and,
         ii. Incapable of sustaining employment due to a physical or mental disability that existed prior to the child's attainment of age 19.

2. "Employee's child" includes natural child, child of a qualified domestic partner, step-child, adopted child and a child specified in a Qualified Medical Child Support Order (QMCSO) or similar court order.

B. Dental Insurance

1. Eligible Dependents:

   a. Employee's Legal Spouse
   b. Employee's qualified domestic partner
   c. Employee's unmarried child who is:
      (1) Under age 19; or
      (2) Age 19, or above, but under age 24; and,
         i. Resides with the Employee for more than 50% of the year excluding time living at school; and,
         ii. Receives at least 50% of support from Employee; and,

iii. Is enrolled and attends school on a full-time basis, as defined by the school.

d. Employee's Disabled Child who is:

(1) Over age 19,

i. Unmarried; and,

ii. Incapable of sustaining employment due to a physical or mental disability that existed prior to the child's attainment of age 19.

2. "Employee's child" includes natural child, child of a qualified domestic partner, step-child, adopted child and a child specified in a Qualified Medical Child Support Order (QMCSO) or similar court order.

19.6 <u>Dual Coverage:</u>

A. Each employee and retiree may be covered only by a single County health (and/or dental) plan, including a CalPERS plan. For example, a County employee may be covered under a single County health and/or dental plan as either the primary insured or the dependent of another County employee or retiree, but not as both the primary insured and the dependent of another County employee or retiree.

B. All dependents, as defined in Section 19.5, Family Member Eligibility Criteria, may be covered by the health and/or dental plan of only one spouse or one domestic partner. For example, when both parents are County employees, all of their eligible children may be covered as dependents of either parent, but not both.

C. For purposes of this Section 19.6 only, "County" includes the County of Contra Costa and all special districts governed by the Board of Supervisors, including, but not limited to, the Contra Costa County Fire Protection District.

19.7 <u>Medical Plan Cost-Sharing with Active Employees on and after the first day of the month following approval of this Agreement by the Board of Supervisors.</u>

A. The two-tier premium structure in effect for the 2016 plan year and the medical plan premium subsidies set forth in 19.2.A., above, will continue for the remainder of the 2016 plan year.

B. <u>For the plan year that begins on January 1, 2017:</u> The County will pay for active employees the monthly premium subsidy for medical plans stated in subsection 19.2.A., and adjust the amounts paid by the County for active employees in recognition of the increases to the Employee Plus Two or More Dependents medical premiums caused by the shift to a three-tier structure. In total, the County will pay the following amounts for the 2017 plan year plus any additional amounts in accordance with 19.7.C. below:

Medical Plans	Employee	Employee +1 Dependent	Employee +2 or More Dependents
Contra Costa Health Plans (CCHP), Plan A	$530.56	$1,049.81	$1,646.89
Contra Costa Health Plans (CCHP), Plan B	$549.42	$1,068.65	$1,737.03
Kaiser Permanente Health Plan A	$435.38	$803.96	$1,493.79
Kaiser Permanente Health Plan B	$445.04	$881.68	$1,407.40
Teamsters 856 Trust Fund KP Health Plan	$590.00	$1,120.00	$1,561.00
Health Net HMO Plan A	$669.34	$1,131.34	$2,280.09
Health Net HMO Plan B	$662.01	$1,280.20	$2,060.75
Health Net PPO Plan A	$727.94	$1,112.03	$2,755.43
Health Net PPO Plan B	$715.64	$1,144.40	$2,623.86
Kaiser High Deductible Health Plan	$447.04	$916.72	$1,387.40

C. For the plan year that begins on January 1, 2017, and for the term of this agreement, if there is an increase in the monthly premium, including any plan premium penalty, charged by a medical plan, the County and the active employee will each pay fifty percent (50%) of the monthly increase above the plan premium amounts for medical plans with three tiers that are listed in 19.7.D, below. The fifty percent (50%) share of the monthly medical plan increase paid by the County is in addition to the amounts paid by the County in 19.7.B., above, for medical plans.

D. Plan Premium Amounts: For purposes of calculating the County and Active Employee cost-sharing increases described in 19.7.C., above, the following are, unless otherwise indicated, the 2016 total monthly medical plan premium amounts for three tiers:

Medical Plans	Employee	Employee +1 Dependent	Employee +2 or More Dependents
Contra Costa Health Plans (CCHP), Plan A	$657.08	$1,314.15	$1,971.23
Contra Costa Health Plans (CCHP), Plan B	$728.38	$1,456.77	$2,185.15
Kaiser Permanente Health Plan A	$749.80	$1,499.60	$2,249.39
Kaiser Permanente Health Plan B	$585.68	$1,171.36	$1,757.04
Teamsters 856 Trust Fund KP Health Plan (Premiums available as of 01/01/2017)	$655.00	$1,245.00	$1,736.00
Health Net HMO Plan A	$1,208.76	$2,417.52	$3,626.27
Health Net HMO Plan B	$840.55	$1,681.10	$2,521.65
Health Net PPO Plan A	$1,643.40	$3,286.80	$4,930.20
Health Net PPO Plan B	$1,479.47	$2,958.94	$4,438.40
Kaiser High Deductible Health Plan	$470.10	$940.21	$1,410.32

19.8 Life Insurance Benefit Under Health and Dental Plans. For employees who are enrolled in the County's program of medical or dental coverage as either the primary or the dependent, term life insurance in the amount of ten thousand dollars ($10,000) will be provided by the County.

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

19.10 Health Care Spending Account. After six (6) months of permanent employment, full time and part time (20/40 or greater) employees may elect to participate in a Health Care Spending Account (HCSA) Program designed to qualify for tax savings under Section 125 of the Internal Revenue Code, but such savings are not guaranteed. The HCSA Program allows employees to set aside a predetermined amount of money from their pay, not to exceed the maximum amount authorized by federal law, per calendar year, of before tax dollars, for health care expenses not reimbursed by any other health benefit plans. HCSA dollars may be expended on any eligible medical expenses allowed by Internal Revenue Code Section 125. Any unused balance is forfeited and cannot be recovered by the employee.

19.11 Health Plan Participants: Permanent active employees, including project employees, regularly scheduled to work twenty (20) or more hours per week and who are enrolled in a County provided health plan as of June 1, 2016, will receive a lump sum payment of one thousand dollars ($1,000) on August 10, 2016, or on the tenth day of the month following approval of the MOU, whichever is later. This provision does not apply to permanent-intermittent, temporary, or per diem employees.

19.12 PERS Long-Term Care. The County will deduct and remit monthly premiums to the PERS Long-Term Care Administrator for employees who are eligible and voluntarily elect to purchase long-term care at their personal expense through the PERS Long-Term Care Program.

19.13 Dependent Care Assistance Program. The County offers the option of enrolling in a Dependent Care Assistance Program (DCAP) designed to qualify for tax savings under Section 129 of the Internal Revenue Code, but such savings are not guaranteed. The program allows employees to set aside up to five thousand dollars ($5,000) of annual salary (before taxes) per calendar year to pay for eligible dependent care (child and elder care) expenses. Any unused balance is forfeited and cannot be recovered by the employee.

19.14 Premium Conversion Plan. The County offers the Premium Conversion Plan (PCP) designed to qualify for tax savings under Section 125 of the Internal Revenue Code, but tax savings are not guaranteed. The program allows employees to use pre-tax dollars to pay health and dental premiums.

19.15 Prevailing Section. To the extent that any provision of this Section (Section 19 Medical, Dental, & Life Insurance) is inconsistent with any provision of any other County enactment or policy, including but not limited to Administrative Bulletins, the Salary Regulations, the Personnel Management Regulations, or any other agreement or order of the Board of Supervisors, the provision(s) of this Section (Section 19 Medical, Dental,

& Life Insurance) will prevail.

19.16 Rate Information. The County Benefits Division will make health and dental plan rate information available upon request to employees and departments. In addition, the County Benefits Division will publish and distribute to employees and departments information about rate changes as they occur during the year.

19.17 Partial Month. The County's contribution to the health plan premium is payable for any month in which the employee is paid. If an employee is not paid enough compensation in a month to pay the employee share of the premium, the employee must make up the difference by remitting the amount delinquent to the Auditor-Controller. The responsibility for this payment rests with the employee. If payment is not made, the employee shall be dropped from the health plan.

19.18 Coverage During Absences.
Employees shall be allowed to maintain their health plan coverage at the County group rate for twelve (12) months if on approved leave of absence provided that the employee shall pay the entire premium (i.e. both employer and employee share) for the health plan during said leave. Said payment shall be made by the employee at a time and place specified by the County. Late payment shall result in cancellation of health plan coverage.

An employee on leave in excess of twelve (12) months may continue group coverage subject to the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) provided the employee pays the entire cost of coverage, plus any administrative fees, for the option selected. The entire cost of coverage shall be paid at a place and time specified by the County. Late payment may result in cancellation of health plan coverage with no reinstatement allowed.

19.19 Health Benefit Coverage for Employees Not Otherwise Covered. To access County health plans, an employee represented by the Union who is not otherwise eligible for health coverage by the County, must be eligible to receive an offer of coverage from the County under the federal Patient Protection and Affordable Care Act ("ACA") (42 U.S.C. § 18081). Employees eligible to receive an offer of coverage (and qualified dependents), will be offered access to County health insurance plans. Employees will be responsible for the full premium cost of coverage. This provision is not subject to the grievance process.

SECTION 20 - PROBATIONARY PERIOD

20.1 Duration. All appointments from officially promulgated employment lists for original entrance and promotion shall be subject to a probationary period. For original entrance appointments, the probationary period shall be from nine (9) months to two (2) years duration. For promotional appointments, the probation period shall be from six (6) months to two (2) years duration.

20.2 Classes With Probationary Period Over Six / Nine Months. Listed below are those classes represented by the Union which have probation periods in excess of nine

(9) months for original entrance appointments and six (6) months for promotional appointments:

Public Service Officer - one (1) year

20.3 Revised Probationary Period. When the probationary period for a class is changed, only new appointees to positions in the classification shall be subject to the revised probationary period.

20.4 Criteria. The probationary period shall date from the time of appointment to a permanent position after certification from an eligible list. It shall not include time served under provisional appointment or under appointment to limited term positions or any period of continuous leave of absence without pay or period of work connected disability exceeding fifteen (15) calendar days.

For those employees appointed to permanent-intermittent positions with a nine (9) month probation period, probation will be considered completed upon serving fifteen hundred (1500) hours after appointment except that in no instance will this period be less than nine (9) calendar months from the beginning of probation. If a permanent-intermittent probationary employee is reassigned to full-time, credit toward probation completion in the full-time position shall be prorated on the basis of one hundred seventy-three (173) hours per month.

20.5 Rejection During Probation. An employee who is rejected during the probation period and restored to the eligible list shall begin a new probationary period if subsequently certified and appointed.

A. Appeal from Rejection. Notwithstanding any other provisions of this section, an employee (probationer) shall have the right to appeal from any rejection during the probationary period based on political, or religious or union activities, or race, color, national origin, sex, age, disability, or sexual orientation.

B. The appeal must be written, must be signed by the employee and set forth the grounds and facts by which it is claimed that grounds for appeal exist under Subsection A and must be filed through the Director of Human Resources to the Merit Board by 5:00 p.m. on the seventh (7th) calendar day after the date of delivery to the employee of notice of rejection.

C. The Merit Board shall consider the appeal, and if it finds probable cause to believe that the rejection may have been based on grounds prohibited in Subsection A, it may refer the matter to a Hearing Officer for hearing, recommended findings of fact, conclusions of law and decision, pursuant to the relevant provisions of the Merit Board rules in which proceedings the rejected probationer has the burden of proof.

D. If the Merit Board finds no probable cause for a hearing, it shall deny the appeal. If, after hearing, the Merit Board upholds the appeal, it shall direct that the appellant be reinstated in the position and the appellant shall begin a new

probationary period unless the Merit Board specifically reinstates the former period.

20.6 <u>Regular Appointment.</u> The regular appointment of a probationary employee will begin on the day following the end of the probationary period. A probationary employee may be rejected at any time during the probation period without regard to the Skelly provisions of this Memorandum, without notice and without right of appeal or hearing, except as provided in Section 20.5.A.

Notwithstanding any other provisions of the MOU, an employee rejected during the probation period from a position in the Merit System to which the employee had been promoted or transferred from an eligible list, shall be restored to a position in the department from which the employee was promoted or transferred.

An employee dismissed for other than disciplinary reasons within six (6) months after being promoted or transferred from a position in the Merit System to a position not included in the Merit System shall be restored to a position in the classification in the department from which the employee was promoted or transferred.

A probationary employee who has been rejected or has resigned during probation shall not be restored to the eligible list from which the employee was certified unless the employee receives the affirmative recommendation from the appointing authority and is certified by the Director of Human Resources whose decision is final. The Director of Human Resources shall not certify the name of a person restored to the eligible list to the same appointing authority by whom the person was rejected from the same eligible list, unless such certification is requested in writing by the appointing authority.

20.7 <u>Layoff During Probation.</u> An employee who is laid off during probation, if reemployed in the same class by the same department, shall be required to complete only the balance of the required probation.

If reemployed in another department or in another classification, the employee shall serve a full probationary period. An employee appointed to a permanent position from a layoff or reemployment list is subject to a probation period if the position is in a department other than the department from which the employee separated, displaced, or voluntarily demoted in lieu of layoff. An appointment from a layoff or reemployment list is not subject to a probation period if the position is in the department from which the employee separated, displaced or voluntarily demoted in lieu of layoff.

20.8 <u>Rejection During Probation of Layoff Employee.</u> An employee who has achieved permanent status in the class before layoff and who subsequently is appointed from the layoff list and then rejected during the probation period shall be automatically restored to the layoff list, unless discharged for cause, if the person is within the period of layoff eligibility. The employee shall begin a new probation period of subsequently certified and appointed in a different department or classification than that from which the employee was laid off.

SECTION 21 - PROMOTION

21.1 Competitive Exam. Promotion shall be by competitive examination unless otherwise provided in this MOU.

21.2 Promotion Policy. The Director of Human Resources, upon request of an appointing authority, shall determine whether an examination is to be called on a promotional basis.

21.3 Open Exam. If an examination for one of the classes represented by the Union is proposed to be announced on an Open only basis the Director of Human Resources shall give five (5) days prior notice of such proposed announcement and shall meet at the request of the Union to discuss the reasons for such open announcement.

21.4 Promotion via Reclassification Without Examination. Notwithstanding other provisions of this Section, an employee may be promoted from one classification to a higher classification and his/her position reclassified at the request of the appointing authority and under the following conditions:

A. An evaluation of the position(s) in question must show that the duties and responsibilities have significantly increased and constitute a higher level of work.

B. The incumbent of the position must have performed at the higher level for six (6) months.

C. The incumbent must meet the minimum education and experience requirements for the higher class.

D. The action must have approval of the Director of Human Resources.

E. The Union approves such action.

The appropriate rules regarding probationary status and salary on promotion are applicable.

21.5 Requirements for Promotional Standing. In order to qualify for an examination called on a promotional basis, an employee must have probationary or permanent status in the merit system and must possess the minimum qualifications for the class. Applicants will be admitted to promotional examinations only if the requirements are met on or before the final filing date. If an employee who is qualified on a promotional employment list is separated from the merit system, except by layoff, the employee's name shall be removed from the promotional list.

21.6 Seniority Credits. Employees who have qualified to take promotional examinations and who have earned a total score, not including seniority credits, of seventy (70) percent or more, shall receive, in addition to all other credits, five one-hundredths of one percent (.05%) for each completed month of service as a permanent County employee continuously preceding the final date for filing application for said

examination. For purposes of seniority credits, leaves of absence shall be considered as service. Seniority credits shall be included in the final percentage score from which the rank on the promotional list is determined. No employee, however, shall receive more than a total of five percent (5%) credit for seniority in any promotional examination.

21.7 Release Time for Physical Examination. County employees who are required as part of the promotional examination process to take a physical examination shall do so on County time at the County's expense.

21.8 Release Time for Examinations. Permanent employees will be granted reasonable time from work without loss of pay to take County examinations or to go to interviews for a County position provided the employees give the Department sufficient notice of the need for time off. "Reasonable" release time shall include time for travel and interviewing/testing.

SECTION 22 - TRANSFER & REASSIGNMENT

22.1 Transfer Conditions. The following conditions are required in order to qualify for transfer:

A. The position shall be in the same class, or if in a different class shall have been determined by the Director of Human Resources to be appropriate for transfer on the basis of minimum qualifications and qualifying procedure.

B. The employee shall have permanent status in the merit system and shall be in good standing.

C. The appointing authority or authorities involved in the transaction shall have indicated their agreement in writing.

D. The employee concerned shall have indicated agreement to the change in writing.

E. The Director of Human Resources shall have approved the change. Notwithstanding the foregoing, transfer may also be accomplished through the regular appointment procedure provided that the individual desiring transfer has eligibility on a list for a class for which appointment is being considered.

22.2 Transfer Policy. Any employee or appointing authority who desires to initiate a transfer may inform the Director of Human Resources in writing of such desire stating the reasons therefore. The Director of Human Resources shall if he or she considers that the reasons are adequate and that the transfer will be for the good of the County service and the parties involved, inform the appointing authority or authorities concerned and the employee of the proposal and may take the initiative in accomplishing the transfer.

22.3 Voluntary Reassignment (Bidding) Procedure.

Permanent employees may request reassignment to vacant permanent positions in the same classification or in the same level of their deep classification. All permanent vacancies will be offered for bid to presently assigned full-time, part-time and permanent-intermittent employees for reassignment. Nothing herein precludes the making of temporary reassignments not entailing the filling of vacant permanent positions. The following procedures shall apply:

A. Responsibility. Implementation of the reassignment procedure is the responsibility of the supervisor of the position which is vacant.

B. Vacancy Notices Posted. Vacant position notices for positions which are to be filled shall be posted for seven (7) calendar days. The notice shall specify job characteristics including the specific hours and days of work, noting that the hours and days of work are subject to change as provided for by the MOU and shall be posted only once. The supervisor may begin interviewing bidders immediately upon posting the bid notice. If the supervisor receives less than three (3) bidders, he or she may fill the position by using the Merit System eligible list or by making internal reassignments. For purposes of this procedure, a bidder is an employee in the same class who is eligible to bid under Section d, following, and who meets all the minimum qualifications for the position including any specialized requirements such as bilingual ability, position flag requirements, and who submits a bid on the position.

C. All Vacancies Must be Posted. All vacant positions which may occur by creation of new positions, separation, promotion, demotion or reassignment must be posted for permanent employee bidding.

D. Who May Request Reassignment. All permanent full-time, permanent part-time or permanent-intermittent employees may request reassignment to any open permanent position in the same classification or in the same level of a deep classification anywhere else in their Department.

E. Who May Not Request Reassignment. Employees who are in a temporary status may not bid for reassignment under this procedure.

F. Employee Selection. If three (3) or more employees bid on the position, the position shall be filled from among the three (3) most senior bidders. For the purposes of bidder selection, the "Rule of 3" shall apply. That is, the supervisor is entitled to select from three (3) candidates and the three (3) most senior may be considered as equal. Seniority for bidding purposes means classification seniority for layoff purposes. If two (2) employees bid, the supervisor shall be entitled to one (1) additional name from an eligible list. If one (1) employee bids, the supervisor shall be entitled to two (2) additional names from an eligible list. If no employees bid, the supervisor may fill the position from an eligible list or otherwise in accordance with the Personnel Management Regulations.

The supervisor shall offer to interview all candidates either in person or on the telephone. Subsequent to submitting a bid, an employee may waive consideration for the position at any time by notifying the supervisor verbally or in writing in which case the next most senior bidder (if any) or candidate from the eligible list may be considered. The remaining active bidders will be advised within ten (10) work days after the posting is removed whether they have been selected or the status of their bid. If requested by the employee, supervisors shall give an employee in writing the reason(s) why he or she was not selected.

G. No Old Job Claim. The selected employee shall have no claim on the job(s) he or she left. If a decision is made by the employee to seek immediate reassignment, the employee may only be placed in another vacant position in accordance with this policy.

H. Bidding While on Leave. Employees interested in a particular assignment and wishing to be notified of an open position while on vacation, sick leave or leave of absence (not scheduled day off) may leave a written notice or a self-addressed, stamped envelope with the supervisor of the position they are interested in.

I. Probationary and New Assignment Bidding. Employees who are on probation or who have been in a new work assignment for less than three (3) months, may bid for a vacant position which is open. The bid will be considered if, when bidding is closed, there are less than three (3) employees who are not on probation or in new assignments who have bid for the position. Bids from employees on probation or in new assignments will be in addition to any names referred to the department through the certification process described in Section 22.3.F - Employee Selection, above.

22.4 Involuntary Reassignment Procedure. Except in the case of layoffs where Section 22.5 – Reassignment Due to Layoff or Displacement governs, department management, at its sole discretion, may determine from time to time that involuntary reassignments of staff are required. Involuntary reassignments are the reassignments of permanent employees in their existing classification to a new worksite, shift, or program area. Such decisions may result from inability to fill a vacancy through the voluntary reassignment procedure or from a determination that excess staff are allocated to a certain site, shift, or program. When such decisions are made and the reassignments are permanent, the below listed procedure shall apply.

This policy shall not apply to temporary reassignments of less than eight (8) weeks duration to cover such things as vacation relief, sick leave absences, temporary shifts in workload, training assignments, or temporary short term assignments to cover vacant positions which could not be filled through the voluntary reassignment policy and for which actions are underway to fill permanent from an eligible list. If a temporary reassignment is expected to exceed eight (8) weeks in duration, the affected Department shall either use the below listed procedure or will meet and confer with the Union on a case by case basis regarding an alternative approach:

A. Management will identify the classifications and positions from which reassignments are necessary.

B. Affected employees will be provided with a list of vacancies/ assignments for which they may apply.

C. Affected employees shall be given the opportunity to volunteer for the available vacancies/assignments and shall be considered in accordance with Part f. of the voluntary reassignment procedure.

D. If there are insufficient volunteers for the number of available positions or no volunteers, and involuntary reassignments are still required, the least senior qualified affected employee shall be reassigned to the vacant assignment identified by management, followed by the next least senior employee, and so on in inverse order of seniority until all necessary reassignments are completed. Qualified is defined as a person possessing the necessary training or experience for the specific assignment.

Seniority for involuntary reassignment purposes shall be defined as seniority within classification. Nothing contained in this Section shall prohibit the Department and the Union from making a mutually agreed upon alternative arrangement.

In no event shall reassignments be utilized for disciplinary purposes.

22.5 <u>Reassignment Due to Layoff or Displacement.</u> When reassignment of an employee or employees is necessary due to layoff or displacement, the following procedures shall be followed:

A. A list of vacant positions shall be posted in work areas of all affected employees for a minimum of five (5) work days.

B. Employees shall be given the opportunity to volunteer for vacancies and shall be reassigned on the basis of seniority.

C. If there are no volunteers for reassignment, the least senior employee(s) in that class shall be reassigned.

D. Management shall have the sole prerogative to select the vacancy to which the least senior employee(s) shall be reassigned.

Seniority for reassignment purposes shall be defined as (in Section II, Layoff) seniority within classification. If reduction or reassignment by site is necessary, the least senior employee in the affected class at the site shall be reassigned. If reduction or reassignment is necessary by shift, the least senior employee in the affected class assigned to the affected shift shall be reassigned. Nothing contained in this Section shall prohibit a Department and the Union from making a mutually agreed upon alternative arrangement.

SECTION 23 - RESIGNATIONS

An employee's voluntary termination of service is a resignation. Written resignations shall be forwarded to the Human Resources Department by the appointing authority immediately on receipt, and shall indicate the effective date of termination. Oral resignation shall be immediately confirmed by the appointing authority in writing to the employee and to the Human Resources Department and shall indicate the effective date of termination.

23.1 Resignation in Good Standing. A resignation giving the appointing authority written notice at least two (2) weeks in advance of the last date of service (unless the appointing authority requires a longer period of notice, or consents to the employee's terminating on shorter notice) is a resignation in good standing.

23.2 Constructive Resignation. A constructive resignation occurs and is effective when:

A. An employee has been absent from duty for five (5) consecutive working days without leave; and

B. Five (5) more consecutive work days have elapsed since the County mailed a notice of resignation by the appointing authority to the employee at the employee's last known address.

C. The letter to the employee will include a document that gives the employee the option of authorizing the County to provide his/her union with a copy of the constructive resignation letter. If the employee signs the authorization document and returns it to the appointing authority, the appointing authority will thereafter, within one work day, provide a copy of the constructive resignation letter to the employee's union, as authorized.

23.3 Effective Resignation. A resignation is effective when delivered or spoken to the appointing authority, operative on that date or another date specified. An employee who resigns without advance notice as set forth in Section 23.1 - Resignation in Good Standing, may seek recession of the resignation and reinstatement by delivering an appeal in writing to the Human Resources not later than close of business on the third (3rd) calendar day after the resignation is effective. Within five (5) work days of receipt of the appeal, the Human Resources Director shall consider the appeal and render a final and binding decision including, if applicable, the date of reinstatement.

23.4 Revocation. A resignation that is effective is revocable only by written concurrence of the employee and the appointing authority.

23.5 Coerced Resignations.

A. Time Limit. A resignation which the employee believes has been coerced by the appointing authority may be revoked within seven (7) calendar days after its

expression, by serving written notice on the Director of Human Resources and a copy to the appointing authority.

B. Reinstatement. If the appointing authority acknowledges that the employee could have believed that the resignation was coerced, it shall be revoked and the employee returned to duty effective on the day following the appointing authority's acknowledgment without loss of seniority or pay.

C. Contest. Unless, within seven (7) days of the receipt of the notice, the appointing authority acknowledges that the resignation could have been believed to be coerced, this question should be handled as an appeal to the Merit Board. In the alternative, the employee may file a written election with the Director of Human Resources waiving the employee's right of appeal to the Merit Board in favor of the employee's appeal rights under the grievance procedure contained in Section 25 of the MOU beginning with Step 3.

D. Disposition. If a final decision is rendered that determines that the resignation was coerced, the resignation shall be deemed revoked and the employee returned to duty effective on the day following the decision but without loss of seniority or pay, subject to the employee's duty to mitigate damages.

SECTION 24 - DISMISSAL, SUSPENSION, TEMPORARY REDUCTION IN PAY, AND DEMOTION

24.1 Sufficient Cause for Action. The appointing authority may dismiss, suspend, temporarily reduce the pay of, or demote any employee for cause. The reduction in pay may not exceed five percent (5%) for a three (3) month period. The following are sufficient causes for such action; the list is indicative rather than inclusive of restrictions and dismissal, suspension or demotion may be based on reasons other than those specifically mentioned:

A. Absence without leave.

B. Conviction of any criminal act involving moral turpitude.

C. Conduct tending to bring the merit system into disrepute.

D. Disorderly or immoral conduct.

E. Incompetence or inefficiency.

F. Insubordination.

G. Being at work under the influence of liquor or drugs, carrying onto the premises liquor or drugs or consuming or using liquor or drugs during work hours and/or on County premises.

H. Neglect of duty (i.e. non-performance of assigned responsibilities).

I. Negligent or willful damage to public property or waste of public supplies or equipment.

J. Violation of any lawful or reasonable regulation or order given by a supervisor or Department Head.

K. Willful violation of any of the provisions of the merit system ordinance or Personnel Management Regulations.

L. Material and intentional misrepresentation or concealment of any fact in connection with obtaining employment.

M. Misappropriation of County funds or property.

N. Unreasonable failure or refusal to undergo any physical, medical and/or psychiatric exam and/or treatment authorized by this MOU.

O. Dishonesty or theft.

P. Excessive or unexcused absenteeism and/or tardiness.

Q. Sexual harassment, including but not limited to unwelcome sexual advances, requests for sexual favors, and other verbal, or physical conduct of a sexual nature, when such conduct has the purpose or effect of affecting employment decisions concerning an individual, or unreasonably interfering with an individual's work performance, or creating an intimidating and hostile working environment.

24.2 <u>Skelly Requirements.</u> Before taking a disciplinary action to dismiss, suspend for more than three (3) work days, temporarily reduce the pay of, or demote an employee, the appointing authority shall cause to be served personally or by certified mail, on the employee, a Notice of Proposed Action, which shall contain the following:

A. A statement of the action proposed to be taken.

B. A copy of the charges; including the acts or omissions and grounds upon which the action is based.

C. If it is claimed that the employee has violated a rule or regulation of the County, department or district, a copy of said rule shall be included with the notice.

D. A statement that the employee may review and request copies of materials upon which the proposed action is based.

E. A statement that the employee has seven (7) calendar days to respond to the appointing authority either orally or in writing.

In addition to the Notice of Proposed Action, the appointing authority will serve the employee with a document that gives the employee the option of authorizing the County to provide his/her union with a copy of the Notice of Proposed Action. If the employee signs the authorization document and returns it to the appointing authority, the appointing authority will thereafter, within one work day, provide a copy of the employee's Notice of Proposed Action to his/her union, as authorized.

In addition to the Order and Notice, the appointing authority will serve the employee with a document that gives the employee the option of authorizing the County to provide his/her union with a copy of the Order and Notice. If the employee signs the authorization document and returns it to the appointing authority, the appointing authority will thereafter, within one work day, provide a copy of the employee's Order and Notice to his/her union, as authorized.

24.3 Employee Response. The employee upon whom a Notice of Proposed Action has been served shall have seven (7) calendar days to respond to the appointing authority either orally or in writing before the proposed action may be taken. Upon request of the employee and for good cause, the appointing authority may extend in writing the period to respond. If the employee's response is not filed within seven (7) days or during an extension, the right to respond is lost.

24.4 Leave Pending Employee Response. Pending response to a Notice of Proposed Action within the first seven (7) days or extension thereof, the appointing authority for cause specified in writing may place the employee on temporary leave of absence, with pay.

24.5 Length of Suspension. Suspensions without pay shall not exceed thirty (30) days unless ordered by an arbitrator, an adjustment board or the Merit Board.

24.6 Procedure on Dismissal, Suspension, Temporary Reduction in Pay, or Demotion.

A. In any disciplinary action to dismiss, suspend, temporarily reduce the pay of, or demote an employee having permanent status in a position in the merit system, after having complied with the Skelly requirements where applicable, the appointing authority shall make an order in writing stating specifically the causes for the action.

B. Service of Order. Said order of dismissal, suspension, temporary reduction in pay, or demotion shall be filed with the Director of Human Resources, showing by whom and the date a copy was served upon the employee to be dismissed, suspended, temporarily reduced in pay, or demoted, either personally or by certified mail to the employee's last known mailing address. The order shall be effective either upon personal service or deposit in the U.S. Postal Service.

C. Employee Appeals from Order. The employee may appeal an order of dismissal, suspension, temporary reduction in pay, or demotion either to the Merit Board or

through the procedures of Section 25 - Grievance Procedure of this MOU provided that such appeal is filed in writing with the Director of Human Resources within ten (10) calendar days after service of said order. An employee may not both appeal to the Merit Board and file a grievance under Section 25 of this MOU.

24.7 Employee Representation Rights. The County recognizes an employee's right to representation during an investigatory interview or meeting which may result in discipline. The County shall not interfere with the representative's right to assist an employee to clarify the facts during the interview. If the employee requests a union representative, the investigatory interview shall be temporarily recessed for a reasonable period of time until a union representative can be present. For those interviews, which by nature of the incident must take place immediately, the union will take all reasonable steps to make a union representative immediately available.

The employer shall inform the employee of the general nature of the investigation at the time the employer directs the employee to be interviewed.

24.8 Timely Progressive Discipline. The parties agree that timely progressive discipline promotes changes in behavior. The County agrees to notify the employee of any incident giving rise to a disciplinary action as soon after the incident as is reasonably possible.

SECTION 25 - GRIEVANCE PROCEDURE

25.1 Definition and Procedure. A grievance is any dispute which involves the interpretation or application of any provision of this MOU excluding, however, those provisions of this MOU which specifically provide that the decision of any County official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure. The Union may represent the grievant at any stage of the process.

Grievances must be filed within thirty (30) calendar days of the incident or occurrence about which the grievant claims to have a grievance. Discipline appeals utilizing the grievance procedure must be filed within the timeframe set forth in Section 24.6 – Procedure on Dismissal, Suspension, or Demotion. Grievances will be processed in the following manner:

Step 1. Any employee or group of employees who believes that a provision of this MOU has been misinterpreted or misapplied to his or her detriment shall discuss the complaint with the grievant's immediate supervisor or designee, who shall meet with the grievant within five (5) work days of receipt of a written request to hold such meeting. Grievances challenging suspensions, reductions in pay, demotions and terminations may be filed at Step 3 within the time frame set forth above.

Step 2. If a grievance is not satisfactorily resolved in Step 1 above, the grievant may submit the grievance in writing within ten (10) work days to such management official as the Department Head may designate. This formal written grievance shall state which

provision of the MOU has been misinterpreted or misapplied, how misapplication or misinterpretation has affected the grievant to the grievant's detriment, and the redress he or she seeks. A copy of each written communication on a grievance shall be filed with the Employee Relations Officer. The Department Head or his or her designee shall have ten (10) work days in which to respond to the grievance in writing. If either the union or grievant request a meeting with the Department Head or his/her designee at this step, such a meeting will be held.

Step 3. If a grievance is not satisfactorily resolved in Step 2 above, the union may appeal in writing within ten (10) work days to the Employee Relations Officer. The Employee Relations Officer or his/her designee shall have twenty (20) work days in which to investigate the merits of the complaint and to meet together at the same time with the Department Head or his/her designee, the grievant, and the union. For grievances involving interpretation of this MOU, the Employee Relations Officer or his/her designee will decide the grievance on its merits and provide the grievant, the union, and the Department with a written decision within fifteen (15) workdays of the date of the Step 3 Meeting, unless more time is granted by mutual agreement.

For grievances involving appeals from disciplinary action, the Employee Relations Officer or designee will attempt to resolve the grievance. In the event that the grievance is not settled, the Employee Relations Officer or designee will provide written notice of that fact to the grievant, the Union, and the Department within twenty (20) work days of the date of the Step 3 meeting, unless more time is granted by mutual agreement.

Step 4 Mediation. Grievances regarding discipline involving suspensions, demotions, or reduction in pay will proceed directly to Step 5 - Expedited Board of Adjustment, at the request of the Union. No grievance may be processed under this section which has not first been filed and investigated in accordance with Step 3 above. If the parties are unable to reach a mutually satisfactory accord on any grievance that is presented at Step 3, the union may appeal the grievance and request mediation in writing to the Employee Relations Officer or designee within ten (10) work days of the date of the written response at Step 3. This step of the grievance procedure may be waived by the written mutual agreement of the parties.

Step 5 Arbitration. If the parties are unable to reach a resolution of the grievance at Step 4, either the Union or the County, whichever is the moving party, may require that the grievance, except those referred to in Section 25.2 below, be referred to an impartial arbitrator who shall be designated by mutual agreement between the Union and the Employee Relations Officer. Such request shall be submitted within twenty (20) work days of the completion of mediation at Step 4. Within twenty (20) work days of the request for arbitration the parties shall mutually select an arbitrator who shall render a decision within thirty (30) work days from the date of final submission of the grievance including receipt of the court reporter's transcript and post-hearing briefs, if any. The fees and expenses of the arbitrator and of the Court Reporter shall be shared equally by the Union and the County. Each party, however, shall bear the costs of its own presentation, including preparation and post hearing briefs, if any.

25.2 <u>Step 5. Expedited Board of Adjustment.</u> If the County and the Union are unable to reach a mutually satisfactory accord on any grievance of discipline involving suspensions, demotions, or reduction in pay that arises and is presented during the term of this MOU, such grievance may be submitted to the Expedited Board of Adjustment (EBA) in writing in accordance with the procedures below. No grievance may be processed under this Section that has not first been filed and processed in accordance with Step 3 of the Grievance Procedure and delivered to the Employee Relations Officer within ten (10) work days of the date of the Step 3 written response by the Employee Relations Officer or his/her designee. By agreement of the Union and the Employee Relations Officer or his/her designee, grievances concerning contract interpretation may also be presented to the EBA. All grievances submitted to the EBA will be resolved in accordance with the following procedures:

<u>Expedited Board of Adjustment (EBA)</u>

A. The EBA will be composed of two (2) union representatives from <u>Teamsters, Local 856</u>, no more than one (1) of whom may be an employee of the County, two (2) management members named by the County, and an impartial arbitrator. The Union and the County will each appoint three (3) alternates who will serve as the voting members of the Board if a member(s) is/are not available. A Union Alternate will serve as the voting member when the appointed Union Board member is from the same Union as the grievant and a County Alternate will serve as a voting member when a County Board member is from the same Department as the grievant. Each Board member will serve for a twelve (12) month term except that one member and one alternate initially appointed will serve a six (6) month term so that Board member terms are staggered.

B. The County and the Union (hereafter “parties”) will choose an impartial arbitrator to serve as the fifth (5) member of the EBA and serve as a tie-breaker when the EBA is deadlocked. The parties will select the Arbitrator by forwarding a list of individuals acceptable to a party to the other party. The parties will continue this process until an impartial arbitrator is selected. The Arbitrator will serve a one year term, or longer, as agreed to by the parties in writing. However, the Arbitrator may be replaced at any time by agreement between the parties. The Arbitrator will render an immediate decision if the Board is deadlocked. All decisions rendered by the EBA are final and binding upon the Employer, the Union, and the employee, to the extent provided by law.

C. Decisions rendered by the EBA must be within the scope of, and may not vary from, the express written terms of this Memorandum of Understanding.

D. The Union and the County will each pay one-half (1/2) of the arbitrator’s fees and costs. If a majority of the EBA approves the services of a court reporter and/or other special services, the Union and the County will each pay one-half (1/2) of such expenses.

Procedures

A. The EBA will convene on the fourth (4th) Wednesday of each month unless otherwise scheduled by mutual agreement.
B. The EBA will develop and adopt written rules of procedure to govern the conduct of hearings by a majority vote.
C. Unless the EBA agrees otherwise by majority action, it will remain in session until all grievances on the agenda have been heard.
D. All grievances that are received by the Employee Relations Officer at least ten (10) working days prior to the next scheduled session of the EBA will be placed on the agenda for the next regular meeting. By majority vote, the EBA may upon request of the Union or the County, waive this provision.
E. Upon the request of the Union or the County, a continuance of a grievance will be granted until the next session.
F. Licensed Attorneys will not participate as Board members, advocates, or advisors in Board hearings unless the attorney is also a union business agent or Labor Relations staff.
G. Meetings will be convened at a central location agreed to by the Union and the County.
H. Materials to be presented at the EBA will not be shared with the Board members in advance of convening the Board.

25.3 Scope of Arbitration Decisions, and Expedited Board of Adjustment.

A. Decisions of Arbitrators and the Expedited Board of Adjustment, on matters properly before them, are final and binding on the parties hereto, to the extent permitted by law.

B. No Arbitrator or Expedited Board of Adjustment may entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Union which has been certified as the recognized employee organization for such unit and under such dispute falls within the definition of a grievance as set forth in Subsection 25.1 above.

C. Proposals to add to or change this MOU or to change written agreements supplementary hereto shall not be arbitrable and no proposal to modify, amend, or terminate this MOU, nor any matter or subject arising out of or in connection with such proposals, may be referred to arbitration under this Section. No Arbitrator or Expedited Board of Adjustment has the power to amend or modify this MOU or written agreements supplementary hereto or to establish any new terms or conditions of employment.

D. If the Employee Relations Officer, pursuant to the procedures outlined in Step 3 above or Step 4 above resolves a grievance which involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time.

E. No change in this MOU or interpretations thereof (except interpretations resulting from arbitration or Expedited Board of Adjustment proceedings hereunder) will be recognized unless agreed to by the County and the Union.

25.4 Time Limits. The time limits specified above may be waived by mutual agreement of the parties to the grievance. If the County fails to meet the time limits specified in Steps 1 through 3 above, the grievance will automatically move to the next step. If a grievant fails to meet the time limits specified in Steps 1 through 5 above, the grievance will be deemed to have been settled and withdrawn.

25.5 Union Notification. An official, with whom a formal grievance is filed by a grievant who is included in a unit represented by the Union, but is not represented by the Union in the grievance, shall give the Union a copy of the formal presentation.

25.6 Compensation Complaints. All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Employee Relations Officer. Only complaints which allege that employees are not being compensated in accordance with the provisions of this MOU shall be considered as grievances. Any other matters of compensation not detailed in the MOU shall be deemed withdrawn until the MOU is next opened for such discussion. No adjustment shall be retroactive for more than six (6) months from the date upon which the complaint was filed.

25.7 Strike/Work Stoppage. During the term of this MOU, the Union, its members and representatives, agree that it and they will not engage in, authorize, sanction, or support any strike, slowdown, stoppage of work, sick-out, or refusal to perform customary duties.

In the case of a legally declared lawful strike against a private or public sector employer which has been sanctioned and approved by the labor body or council having jurisdiction, an employee who is in danger of physical harm shall not be required to cross the picket line, provided the employee advises his or her supervisor as soon as possible, and provided further that an employee may be required to cross a picket line where the performance of his or her duties is of an emergency nature and/or failure to perform such duties might cause or aggravate a danger to public health or safety.

25.8 Merit Board.

A. All Grievances of employees in representation units represented by the Union shall be processed under Section 25 unless the employee elects to apply to the Merit Board on matters within its jurisdiction.

B. No action under Steps 3, 4 and 5 of Subsection 25.1 - Definition and Procedure and Step 5 of Subsection 25.2 - Step 5 - Expedited Board of Adjustment above shall be taken if action on the complaint or grievance has been taken by the Merit Board, or if the complaint or grievance is pending before the Merit Board.

25.9 Filing by Union. The Union may file a grievance at Step 3 on behalf of affected employees when action by the County Administrator or the Board of Supervisors violates a provision of this MOU.

SECTION 26 - BILINGUAL PAY

A salary differential of one hundred dollars ($100.00) per month shall be paid incumbents of positions requiring bilingual proficiency as designated by the appointing authority and Director of Human Resources. Said differential shall be paid to eligible employees in paid status for any portion of a given month. Designation of positions for which bilingual proficiency is required is the sole prerogative of the County. The Union shall be notified when such designations are made.

SECTION 27 – RETIREMENT CONTRIBUTION

27.1 Contribution. Effective on January 1, 2012 employees are responsible for the payment of one hundred percent (100%) of the employees' basic retirement benefit contributions determined annually by the Board of Retirement of the Contra Costa County Employees' Retirement Association without the County paying any part of the employees' contribution. Employees are also responsible for the payment of the employees' contributions to the retirement cost of living program as determined annually by the Board of Retirement without the County paying any part of the employees' contributions. The County is responsible for one hundred percent (100%) of the employer's retirement contributions determined annually by the Board of Retirement.

27.2 Retirement Benefit - Non-Safety Employees who become New Members of CCCERA on or after January 1, 2013.

A. For non-safety employees who, under PEPRA, become New Members of the Contra Costa County Employees Retirement Association (CCCERA) on or after January 1, 2013, retirement benefits are governed by the California Public Employees Pension Reform Act of 2013 (PEPRA), (Chapters 296, 297, Statutes of 2012). To the extent this Agreement conflicts with any provision of PEPRA, PEPRA will govern.

B. For employees hired by the County after June 30, 2014, who, under PEPRA, become New Members of CCCERA, the cost of living adjustment to the retirement allowance will not exceed two percent (2%) per year, and the cost of living adjustment will be banked.

C. For employees who, under PEPRA, become New Members of CCCERA, the disability provisions are the same as the current Tier III disability provisions.

D. The County will seek legislation amending the County Employees Retirement Law of 1937 to clarify that the current Tier III disability provisions apply to non-safety employees who, under PEPRA, become New Members of CCCERA. The Union will support the legislation.

27.3 Safety Employees Retirement.

A. Tier A Safety Retirement Benefit – Employees who become CCCERA members on or before December 31, 2012:

1. Retirement Benefit. For County employees covered by this Agreement who become members of Contra Costa County Employees Retirement Association (CCCERA) on or before December 31, 2012, who are designated by CCCERA as Safety Members, the retirement formula "3 percent at 50" applies. The cost of living adjustment (COLA) to the retirement allowances of these employees will not exceed three percent (3%) per year. The final compensation of these employees will be calculated based on a twelve (12) month salary average. This retirement benefit is known as "Tier A."

2. Subsection A, subpart (1) above, applies to employees who, under PEPRA, become reciprocal members of CCCERA, as determined by CCCERA.

B. **Safety Retirement Benefit – Employees who become New Members of CCCERA on or after January 1, 2013.**

1. For employees who, under PEPRA, become New Members of CCCERA on or after January 1, 2013, retirement benefits are governed by the California Public Employees Pension Reform Act of 2013 (PEPRA), (Chapters 296, 297, Statutes of 2012). To the extent this Agreement conflicts with any provision of PEPRA, PEPRA will govern.

2. PEPRA Safety Option Plan Two (2.7% @ 57) applies to employees who, under PEPRA, become New Members of CCCERA. For these employees, hired by the County after June 30, 2014, the cost of living adjustment to the retirement allowance will not exceed two percent (2%) per year and the cost of living adjustment will be banked.

SECTION 28 - TRAINING REIMBURSEMENT

The County Administrative Bulletin on Training shall govern reimbursement for training and shall limit reimbursement for career development training to seven hundred fifty dollars ($750) per year, except as otherwise provided in the supplemental sections of this MOU. Registration and tuition fees for career development education may be reimbursed for up to fifty percent (50%) of the employee's net cost. Books necessary for courses taken for career development education may be reimbursed for up to one hundred percent (100%) of the employee's net cost.

SECTION 29 - SAFETY SHOES AND PRESCRIPTION SAFETY EYEGLASSES

For each two year period starting January 1, 2016, eligible employees will be allowed reimbursement for the purchase and repair of safety shoes, and the purchase of toe guards, replacement footbeds, or soles, up to a maximum of two hundred and seventy-five dollars ($275). There is no limitation on the number of shoes, toe guards, or soles, or number of repairs allowed.

The County will provide those employees currently eligible for safety shoe allowance with two (2) methods for purchasing safety shoes:

A. Reimbursement for the purchase and repair of safety shoes up to the maximum amount stated above for each two (2) year period.

B. Voucher obtained from the eligible employees' Department for an identified vendor for the purchase of safety shoes up to the maximum amount stated above for each two (2) year period.

C. The County agrees to provide a second vendor for the purchase of safety shoes. The County will endeavor to secure Red Wings as the second vendor and to identify two locations where the shoes may be obtained by voucher.

The eligible employee will inform his/her Department's accounting section of the desired method for purchasing safety shoes at the beginning of each calendar year.

When an employee is assigned a job task that requires additional or different safety shoes, the purchase will be approved by their supervisor and the shoes will be provided or reimbursed through their department purchasing/accounting processes. The use of the safety shoe allowance will not limit the provision of additional required and approved safety shoes.

The County will reimburse eligible employees for prescription safety eyeglasses which are approved by the County and are obtained from such establishment as required by the County.

The maximum safety eyewear reimbursable limits for lenses will not exceed a total of fifty dollars ($50) and the maximum reimbursement for frames will not exceed a total of sixty dollars ($60).

Additionally, the County will modify the current contract with Vendor to allow employees to upgrade to Featherwate Lens Types (High Impact). Any additional cost for current contract upgrades or Featherwate lens types (High Impact) upgrades that exceeds the County allowance as noted above will be borne by the employee.

Eligible employee is defined as an employee requiring safety shoes and/or prescription safety eyeglasses to protect them from job task and/or environment hazards that cannot be controlled through engineering or administrative processes. When this is the case,

personal protective equipment (PPE) is required and provided to the employee by the County, per Safety Orders and Administrative Bulletin 513.

SECTION 30 - PERFORMANCE EVALUATION PROCEDURE

The following procedures shall apply in those departments which already have a formal written performance evaluation system. Nothing herein shall be construed to require the establishment of such a system where it does not currently exist.

A. Goal: A basic goal of the employee evaluation is to help each employee perform his/her job more effectively to the mutual benefit of the employee and the County. The evaluation process provides an ongoing means of evaluating an employee's job performance and promoting the improvement of the job performance.

The evaluation process also provides the opportunity to recognize and document outstanding service as well as service that has been unsatisfactory to the County.

B. Frequency of Evaluation.

1. Probationary employees shall be evaluated at least once during their probationary period.

2. Permanent employees may be evaluated every year.

C. Procedure.

1. An employee shall generally be evaluated by the first level management supervisor above the employee.

2. It will be necessary in some cases for a supervisor to consult with the employee's immediate work director in order to make a comprehensive evaluation.

3. Where feasible, evaluations will be based primarily on observation by the evaluator of the employee in the performance of his/her duties. Comments based on secondary information shall have supportive documentation.

4. An employee will be informed in advance of a meeting with his/her supervisor to discuss the employee's evaluation and to put the evaluation in writing on the department evaluation forms.

5. The employee shall be informed of his/her right to prepare and have attached to the evaluation form any written comments which the employee wishes to make.

6. When an employee is rated below satisfactory on any factor, the evaluation will give the reasons for such rating and include specific recommendations for improvement in writing.

7. The employee's signing of an evaluation form does not necessarily mean that the employee agrees with the evaluation but it does mean that the employee has had an opportunity to discuss the evaluation with his/her evaluator.

8. The employee will be given a copy of his/her completed evaluation form at the time form is signed by the employee. (Confirmation of final version to be received later.)

9. Any rating below average or unsatisfactory shall be supported by written documentation received by the employee at the time the incident(s) occurred.

10. Nothing shall be added by management to an evaluation after the employee has signed and received a copy of the evaluation without the employee's written acknowledgment.

Failure to follow the foregoing procedure is subject to the grievance procedure. However, disputes over the actual content or ratings themselves in individual evaluations are not grievable, but may be mediated by the Employee Relations Officer or his/her designee upon request of either the employee or the Department. Prior to being mediated by the Director of Human Resources, either party may request fact finding to assist in the resolution of the dispute. One (1) fact finder shall be selected by each party to the dispute within ten (10) work days from the initial request for fact finding. The fact finders shall have twenty (20) work days from notice of selection to investigate and render opinions to the Director of Human Resources.

SECTION 31 - MILEAGE

31.1 Reimbursement for Use of Personal Vehicle. Procedures and definitions relative to mileage reimbursement will be in accordance with the Administrative Bulletin on Expense Reimbursement.

31.2 Charge For Use of Home Garaged County Vehicle. Employees hired after July 1, 1994 who are assigned vehicles to garage at home will be charged the IRS mileage rate for all commute miles driven outside the limits of Contra Costa County that exceed thirty (30) miles round-trip in any one day.

31.3 Commuter Benefit Program. Prior to July 1, 2017, the County will offer employees the option of enrolling in an employee-funded qualified transportation (commuter) benefit program designed to qualify for tax savings under Section 132(f) of title 26 of the Internal Revenue Code, but such savings are not guaranteed. The Commuter Benefit Program will allow employees to set aside pre-tax dollars for qualified transportation expenses to the extent and amount allowed by the Internal Revenue Service.

SECTION 32 - PAY WARRANT ERRORS

If an employee receives a pay warrant which has an error in the amount of compensation to be received and if this error occurred as a result of a mistake by the Auditor-Controller's Department, it is the policy of the Auditor-Controller's Department that the error will be corrected and a new warrant issued within forty-eight (48) hours, exclusive of Saturdays, Sundays and holidays from the time the Department is made aware of and verifies that the pay warrant is in error. If the pay warrant error has occurred as a result of a mistake by an employee (e.g. payroll clerk) other than the employee who is receiving the pay, the error will be corrected as soon as possible from the time the department is made aware that pay warrant is in error.

Pay errors in employee pay shall be corrected as soon as possible as to current pay rate but that no recovery of either overpayments or underpayments to an employee shall be made retroactively except for the six (6) month period immediately preceding discovery of the pay error. This provision shall apply regardless of whether the error was made by the employee, the appointing authority or designee, the Director of Human Resources or designee, or the Auditor-Controller or designee. Recovery of fraudulently accrued over or underpayments are excluded from this section for both parties.

When the County notifies an employee of an overpayment and proposed repayment schedule, the employee may accept the proposed repayment schedule or may request a meeting through the County Human Resources Department. If requested, a meeting shall be held to determine a repayment schedule which shall be no longer than three times (3) the length of time the overpayment occurred.

If requested by the employee, a Union representative may be present at a meeting with management to discuss a repayment schedule in the case of overpayments to the employee.

SECTION 33 - FLEXIBLE STAFFING

Certain positions may be designated by the Director of Human Resources as flexibly staffed positions. Positions are generally allocated at the first level of the job series when vacated. When the position is next filled and an incumbent of one of these positions meets the minimum qualifications for the next higher level and has met appropriate competitive requirements he or she may then be promoted to the next higher classification within the job series without need of a classification study. If an operating department verifies in writing that an administrative or clerical error was made in failing to submit the documents needed to promote an employee on the first of the month when eligible, said appointment shall be made retroactive to the first of the month when eligible. An employee who is denied a promotion to a flexibly staffed position may appeal such denial to the Merit Board.

SECTION 34 - PERSONNEL FILES

An employee shall have the right to inspect and review any official record(s) relating to his or her performance as an employee or to a grievance concerning the employee which is kept or maintained by the County in the employee's personnel file in the Human Resources Department or in the employee's personnel file in their Department. The employee's union representative, with written authorization by the employee, shall also have the right to inspect and review any official record(s) described above. The contents of such records shall be made available to the employee and/or the employee's union representative, for inspection and review at reasonable intervals during the regular business hours of the County. Employees shall be permitted to review their personnel files at the Personnel office during their working hours. For those employees whose work hours do not coincide with the County's business hours, management shall provide a copy of the employee's personnel file for the employee's review. The custodian of records will certify that the copy is a true and correct copy of the original file.

The County shall provide an opportunity for the employee to respond in writing to any information which is in the employee's personnel file about which he or she disagrees. Such response shall become a permanent part of the employee's personnel record. The employee shall be responsible for providing the written responses to be included as part of the employee's official personnel file. This section does not apply to the records of an employee relating to the investigation of a possible criminal offense, medical records and information or letters of reference.

Counseling memos, which are not disciplinary in nature, are to be retained in the file maintained by the employee's supervisor or the person who issued the counseling memo and are not to be transferred to the employee's central file which is normally retained by the Human Resources Department unless such memos are subsequently used in conjunction with a disciplinary action such as a letter of reprimand.

All documents pertaining to disciplinary actions shall be placed in the employee's official personnel file within five (5) work days from the time management becomes aware of the incident and has completed its investigation as to whether the employee is culpable, and shall be date stamped or dated at time of entry. This section is not intended to include supervisor's notes or reminders of specific incidents or ongoing reports such as attendance records. Generally, such investigations should be completed within thirty (30) calendar days of the date management becomes aware of the incident(s), it being understood that under certain circumstances such as the unavailability of witnesses or the possibility of a criminal act having been committed, may cause the investigation to take longer than the aforementioned thirty (30) days.

Copies of written reprimands or memoranda pertaining to an employee's unsatisfactory performance, which are to be placed in the employee's personnel file, shall be given to an employee, who shall have the right to respond in writing to said documents.

Letters of reprimand are subject to the grievance procedure, but shall not be processed past Step 3 unless said letters are used in a subsequent discharge, suspension or

demotion of the employee, in which case an appeal of the letters of reprimand may be considered at the same time as the appeal of the disciplinary action. Prior to being submitted to Step 3 of the grievance procedure, either party may request fact finding to assist in the resolution of the dispute. One (1) fact finder shall be selected by each party to the dispute within ten (10) work days from the initial request for fact finding. The fact finder shall have twenty (20) work days from notice of selection to investigate and render opinions to the Employee Relations Officer or his/her designee.

Copies of letters of commendation, which are to be placed in the employee's personnel file, will be given to the employee. Employees have the right to review their official personnel files, which are maintained in the Human Resources Department or by their departments. In a case involving a grievance or disciplinary action, the employee's designated representative may also review his/her personnel file with specific written authorization from the employee. The County shall supply the Union with lists of official personnel files and locations. Derogatory material in an employee's personnel file over two years old will not be used in a subsequent disciplinary action unless directly related to the action upon which the discipline is taken. Derogatory material does not include prior suspensions, demotions or dismissals for cause.

SECTION 35 - SERVICE AWARDS

Procedures and definitions relative to Service Awards shall be in accordance with Administrative Bulletin No. 410 - Service Recognitions and Awards.

SECTION 36 - REIMBURSEMENT FOR MEAL EXPENSES

Employees shall be reimbursed for meal expenses under the following circumstances and in the amount specified:

A. When the employee is required by his/her Department Head to attend a meeting concerning County business or County affairs.

B. When the employee is required to be out of his/her regular or normal work area during a meal hour because of a particular work assignment.

C. When the employee is required to stay over to attend consecutive or continuing afternoon and night sessions of a board or commission.

D. When the employee is required to incur expenses as host for official guests of the County, work as members of examining boards, official visitors, and speakers or honored guests at banquets or other official functions.

E. When the employee is required to work three (3) or more hours of overtime or scheduled to work overtime with less than twenty-four (24) hours notice; in this case he or she may be reimbursed in accordance with the Administrative Bulletin on Expense Reimbursement.

Meal costs will be reimbursed only when eaten away from home or away from the facility in the case of employees at twenty-four (24) hour institutions.

SECTION 37- DETENTION FACILITY MEALS

The charge for a meal purchased in a detention facility by employees represented by Teamsters, Local 856 is one dollar ($1.00) per meal. Employees assigned to a detention facility are not, however, required to purchase a meal.

SECTION 38 - COMPENSATION FOR LOSS OR DAMAGE TO PERSONAL PROPERTY

Claims for reimbursement must be processed in accordance with the Administrative Bulletin Number 518 - Compensation for Loss or Damage to Personal Property.

SECTION 39 - UNFAIR LABOR PRACTICE

Either the County or the Union may file an unfair labor practice as defined in Board of Supervisor's Resolution 81/1165 against the other. Allegations of an unfair labor practice, if not resolved in discussions between the parties within thirty (30) work days from the date of receipt, may be heard and decided by a mutually agreed upon impartial third party.

SECTION 40 - HARASSMENT

Harassment is any treatment of an employee which has the purpose or effect of affecting employment decisions concerning an individual, or unreasonably interfering with an individual's work performance, or creating an intimidating and hostile working environment. Such conduct includes but is not limited to unwelcome sexual advances, requests for sexual favors, and other verbal, or physical conduct of a sexual nature; arbitrary or capricious changes of assignments, or display of a hostile attitude toward an employee by a supervisor which is not justified or necessary in the proper supervision of the work of the employee.

SECTION 41 - LENGTH OF SERVICE DEFINITION (For Service Awards and Vacation Accruals)

The length of service credits of each employee of the County shall date from the beginning of the last period of continuous County employment (including temporary and permanent status, and absences on approved leave of absence). When an employee separates from a permanent position in good standing and within two (2) years is reemployed in a permanent County position, or is reemployed in a permanent County position from a layoff list within the period of layoff eligibility, service credits shall include all credits accumulated at time of separation, but shall not include the period of

separation. The Director of Human Resources shall determine these matters based on the employee status records in his department.

SECTION 42 - PERMANENT PART-TIME EMPLOYEE BENEFITS

Permanent part-time employees receive prorated vacation and sick leave benefits. They are eligible for health, dental and life insurance benefits at corresponding premium rates providing they work at least fifty percent (50%) of full-time. If the employee works at least fifty percent (50%) of full-time, County retirement participation is also included.

SECTION 43 - PERMANENT-INTERMITTENT EMPLOYEE SPECIAL PAYS & BENEFITS

A. Permanent-intermittent employees are eligible for prorated vacation and sick leave benefits.

B. Permanent-Intermittent employees may be eligible for certain special types of pays and benefits in addition to wages under specifically defined circumstances. A list of those special pays and benefits that are applicable to permanent-intermittent employees is included as Attachment D. If a special pay or benefit that is described in this MOU does not specifically reference permanent-intermittent employees or the special pay or benefit is not included in Attachment D, then the special pay or benefit does not apply to permanent-intermittent employees.

SECTION 44 - HAZARD PAY

Hazard pay is calculated at five percent (5%) of the hourly equivalent of the employee's base rate of pay for each hour that qualifies for hazard pay. Permanent full-time and part-time, permanent intermittent, and temporary employees in the Attendant-LVN-Aide Unit, General Services and Maintenance Unit, and Health Services Unit will be paid hazard pay for those hours worked in the following organizational units:

Org.#	Org. Name
0451	Conservatorship
2490	Inmate Library Services
2575	Detention Transportation
2577	County Parole Program
2578	Martinez Detention
2580	West County Detention
2585	Marsh Creek Detention
2588	AB109 Program
5700	Martinez Detention Infirmary
5701	West County Detention Infirmary
5702	Juvenile Hall Nursing

Org.#	Org. Name
5710	Detention Mental Health Martinez
5711	Detention Mental Health West County
5951	Youth Mental Health
5974	West County Adult Mental Health
6313	Psychiatric Unit
6381	Psychiatric Emergency
6383	Emergency
6553	Hospital Admission Martinez
6570	Outpatient Registration

Employees eligible to receive a Detention Facility Assignment Pay in Section 54 - Unit Items of this M.O.U. are not eligible to receive hazard pay under this Section. Per diem employees in the Health Services Unit will also be paid hazard pay in accordance with the requirements of this Section.

SECTION 45 - LUNCH PERIOD

Employees who are in a pay status during their lunch are on call during their lunch period. Employees who are not in a pay status during their lunch are on their own time during their lunch period.

SECTION 46 - REST BREAKS

Employees shall be entitled to a rest break for each four (4) hours of work. Scheduling of rest breaks shall be determined by management.

SECTION 47 - HEALTH EXAMINATION

Employees of the County who work in a Health Services Department facility may annually be required to take a Tuberculosis Skin Test. In the event that an employee had a positive reaction to a Tuberculosis Skin Test, said employee will be requested to show proof of having had two (2) negative chest x-rays at least one year apart.

SECTION 48 – POSITION HOURS ADJUSTMENT

Permanent-Intermittent and Permanent Part-time employees in classes represented by Teamsters, Local 856 who wish to have the hours of their position increased, must so request in writing. These requests must be received by the employee's department during the month of January and/or July for the duration of this MOU.

Departments reviewing these requests will evaluate them within thirty (30) days of their receipt by considering the actual hours assigned to and worked by the employee during

the previous six (6) months and the anticipated continuing need from their assignment on an increased basis.

Those requests which are approved by the department for an increase in hours will be submitted for consideration by the County as a P300 request within an additional sixty (60) days.

Nothing contained herein shall conflict with layoff/reemployment provisions.

SECTION 49 - TEMPORARY EMPLOYEES

49.1 Recognition. Teamsters, Local 856 is the formally recognized employee organization for temporary employees, not including emergency appointments and retiree temporary appointments, who are employed by Contra Costa County in those classifications covered by the Memorandum of Understanding between Contra Costa County and Teamsters, 856.

49.2 Emergency appointments as defined in Section 809 of the Personnel Management Regulations, and retiree temporary appointments as provided for in Government Code, Section 31680.2, are not covered by this Memorandum of Understanding.

49.3 Agency Shop.

A. All temporary employees employed in a unit represented by Teamsters, Local 856 on or after the effective date of this MOU and continuing until the termination of the MOU, shall as a condition of employment either:

1. Become and remain a member of the Union or;

2. Pay to the Union, an agency shop fee in an amount which does not exceed an amount which may be lawfully collected under applicable constitutional, statutory, and case law, which under no circumstances shall exceed the monthly dues, initiation fees and general assessments made during the duration of this MOU. It shall be the sole responsibility of the Union to determine an agency shop fee which meets the above criteria; or

3. Do both of the following:

   a. Execute a written declaration that the employee is a member of a bona fide religion, body or sect which has historically held a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and

   b. Pay a sum equal to the agency shop fee described in Section 2.2.B.2 to a non-religious, non-labor, charitable fund chosen by the employee from the following charities: Family and Children's Trust Fund, Child Abuse Prevention Council and Battered Women's Alternative.

B. Agency Shop Deductions.

1. A current temporary employee or a new temporary employee hired into a job class represented by Teamsters, 856 shall be provided with an "Employee Authorization for Payroll Deduction" form by the Human Resources Department. Said employee shall have thirty (30) calendar days to fully execute the authorization card of his/her choice and return said form to the County Personnel Department.

2. If the form is not returned within thirty (30) calendar days, or if the Union reports that an agency shop fee has not been paid, the employee will be subject to his/her temporary appointment being ended by the Director of Human Resources.

3. The Union shall indemnify, defend and save the County harmless against any and all claims, demands, suits, orders, or judgements, or other forms of liability that arise out of or by reason of this Agency Shop Section, or action taken or not taken by the County under this Section. This includes, but is not limited to, the County's attorney fees and costs.

4. The authorization of payroll deductions described in paragraph 49.3.B(1) above shall require the employee to agree to hold the County harmless from all claims, demands, suits or other forms of liability that may arise against the County for or on account of any deduction made from the wages of such employee.

49.4 Salary Increments Within Range.

A. Increment Eligibility and Salary Review. All temporary employees shall begin accumulating a record of straight time hours worked for the purpose of a salary review to determine whether the employee shall be advanced to the next higher step, or other step as specified by deep class resolutions, in the salary range for this classification. Advancement to a higher step shall be granted only on the affirmative recommendation of the appointing authority, based on satisfactory performance by the employee. The appointing authority may recommend granting the salary increment or unconditional denial of the increment.

B. Frequency of Increments. Increments within range shall not be granted more frequently than once per every 2080 straight time hours worked by a temporary employee.

C. Effective Date. Step increases resulting from an approved salary review shall be effective the first of the monthly following completion of 2080 straight time hours worked and return of the salary review report to the Human Resources Department.

D. New Employees. Except as otherwise permitted in deep class resolutions, temporary employees shall generally be appointed at the minimum step of

the salary range established for the particular class to which the appointment is made. However, the Director of Human Resources may authorize an appointing authority to make a particular temporary appointment at a step above the minimum of the range.

Temporary employees hired at step 1 of the salary range for their classification will be eligible for a salary review as described in 49.4.A above after completion of 1040 straight time hours worked; additional salary reviews will be after the cumulation of an additional 2080 straight time hours as described in 49.4.B above.

E. No provision of this section shall be construed to make the granting of salary increments mandatory in the County.

49.5 Paid Time Off.

A. Temporary employees shall begin accumulating a record of straight time hours worked.

B. Based upon the accumulation of straight time hours recorded (paragraph 49.5.A above), effective the first of the month following completion of each 2080 straight time hours worked, the temporary employee shall be credited with forty (40) hours of "paid time off". Forty (40) hours paid time off credit is the maximum amount an employee may have at any time.

C. Use. Paid time off (PTO) shall not be taken until "credited" (paragraph 49.5.B above) after completion of 2080 straight time hours worked. PTO shall be taken by an employee only with the approval of his/her supervisor.

D. Paid off at Separation. If a temporary employee terminates his/her County employment (separates from County service), the employee shall be paid all currently "credited" PTO hours (paragraph 49.5.B above) and, in addition, shall be paid off for that portion of PTO hours earned but not yet credited on the basis of that portion of the 2080 straight time hours worked (STHW) cumulation. The formula for the earned but not credited payoff is: STHW divided by 2080 multiplied by 40 multiplied by the current hourly pay rate at separation.

49.6 Grievance Procedure. Temporary employees covered by this Memorandum of Understanding may grieve only alleged violations of the specific terms and conditions specified in this section.

49.7 Work Hours.

A. Temporary Employees. Temporary employees hired may work a maximum of 1600 hours within a department. Thereafter, that temporary may not work in that department for one year as a temporary.

SECTION 49 - TEMPORARY EMPLOYEES

Temporary employees hired in the classifications listed below, may work a maximum of 2080 hours within the Probation Department. Thereafter, that temporary may not work in the Probation Department for one year as a temporary.

IKWA	Cook
GK7A	Custodian
1KVD	Institutional Services Worker

Nothing in this section shall preclude a department from terminating a temporary prior to the temporary reaching the maximum hours allowable.

<u>This Subsection A shall be inapplicable to the following classifications:</u>
Occupational Therapists - Per Diem
Physical Therapists - Per Diem

Temporary appointments to fill vacancies resulting from leaves of absence i.e., maternity leaves, medical leaves, Workers' Compensation), temporary assignments for pre-specified periods and short-term, specified seasonal work, are excluded.

Nothing in this agreement precludes the parties from meeting and conferring over future exceptions.

B. The County may employ temporary employees in excess of 1600 hours for the following reasons:

1. To cover for employees on leaves of absence, e.g., maternity, military, medical, workers' compensation.

2. While a department is actively recruiting to fill a position.

3. For regular recurring departmental needs, e.g., election season (Clerk-Recorder), property tax season (Treasurer-Tax Collector), and "closing the assessment roll" season (Assessor).

4. Temporary assignments for pre-determined periods of time, as determined by the hiring department.

5. For short term seasonal work needed by a department**,** not to exceed 1600 hours.

The County may not replace a temporary employee with another temporary employee, except as provided in Subsections 1, 2, 3, and 4 of this Section B. above.

The County will notify the union in advance of the period of the temporary assignment under Subsection 4 and the period of the seasonal assignment under Subsection 5.

C. Health Services Personnel will notify temporary employees of any vacancies and/or exam testing within the Department.

D. Student Intern: The County may employ a person as a Student Intern only if that person is enrolled in a school and is performing work for the County that is related to his/her course of study, interest, aptitude, or education, provided however, that a student intern hired for the summer may perform work not related to his/her course of study, interest, aptitude or education. Student Interns may not be used in lieu of hiring regular County employees.

E. The County may employ temporary agency employees in a manner consistent with Government Code Section 31000.4, which provides: "The board of supervisors may contract with temporary help firms for temporary help to assist county agencies, departments or offices during any peak load, temporary absence, or emergency other than a labor dispute, provided the board determines that it is in the economic interest of the county to provide such temporary help by contract, rather than employing persons for such purpose. Use of temporary help under this section shall be limited to a period of not to exceed 90 days for any single peak load, temporary absence, or emergency situation."

F. The County will provide to the union a temporary employee report to show the total number of hours worked by each County temporary employee and each temporary agency employee and not merely the annual number of hours**.** It shall also include the reason the County temporary employee was hired by referring to one of the 5 reasons specified in B above or the reason the temporary agency employee was hired as set forth in paragraph E.

G. Appointment to a Permanent Position. If a temporary employee is appointed to a permanent position, credited paid time off hours and earned, but not yet credited paid time off hours, shall be converted to vacation hours and subject to the MOU provisions relating to vacation, except that when a temporary employee is appointed to a permanent position, the employee shall be allowed to use the earned paid time off hours during the first six (6) months of employment in a permanent position.

H. The County shall provide quarterly reports regarding temporary employees which include the following information: employee name, classification, department, mail drop I.D., and number of hours worked in all classifications and departments.

I. Special Pays. Temporary employees may be eligible for certain special types of pays or benefits in addition to wages under specifically defined circumstances. A list of those special pays and benefits that are applicable to temporary employees is included as Attachment E. If a special pay or benefit that is described in this MOU does not specifically reference temporary employees or the special pay or benefit is not included in Attachment E, then it does not apply to temporary employees.

SECTION 50 - ADOPTION

The provisions of this MOU shall be made applicable on the dates indicated and upon approval by the Board of Supervisors. Resolutions and Ordinances, where necessary, shall be prepared and adopted in order to implement these provisions. It is understood that where it is determined that an Ordinance is required to implement any of the foregoing provisions, said provisions shall become effective upon the first day of the month following thirty (30) days after such Ordinance is adopted.

SECTION 51 - SCOPE OF AGREEMENT AND SEPARABILITY OF PROVISIONS

51.1 Scope of Agreement. Except as otherwise specifically provided herein, this MOU fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties in any and all matters subject to meet and confer. Neither party shall, during the term of this MOU demand any change herein, provided that nothing herein shall prohibit the parties from changing the terms of this MOU by mutual agreement. Any past side letters or any other agreements, excluding settlement agreements, that are not incorporated into or attached to this MOU are deemed expired upon approval of this MOU by the Board of Supervisors.

51.2 Separability of Provisions. Should any section, clause or provision of this MOU be declared illegal, unlawful or unenforceable, by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this MOU.

51.3 Personnel Management Regulations. Where a specific provision contained in a section of this MOU conflicts with a specific provision contained in a section of the Personnel Management Regulations, the provision of this MOU shall prevail. Those provisions of the Personnel Management Regulations within the scope of representation which are not in conflict with the provisions of this MOU and those provisions of the Personnel Management Regulations which are not within the scope of representation shall be considered in full force and effect.

51.4 Duration of Agreement. This Agreement will continue in full force and effect from July 1, 2016 to and including June 30, 2019. Said Agreement shall automatically renew from year to year thereafter unless either party gives written notice to the other prior to sixty (60) days from the aforesaid termination date of its intention to amend, modify or terminate the Agreement.

SECTION 52 - FAIR LABOR STANDARDS ACT PROVISIONS

The Fair Labor Standards Act, as amended, may govern certain terms and conditions of the employment of employees covered by this MOU. It is anticipated that compliance with the Act may require changes in some of the County policies and practices currently

in effect or agreed upon. If it is determined by the County that certain working conditions, including but not limited to work schedules, hours of work, method of computing overtime, overtime pay and compensatory time off entitlements or use, must be changed to conform with the Fair Labor Standards Act, such terms and conditions of employment shall not be controlled by this MOU but shall be subject to modification by the County to conform to the federal law, without further meeting and conferring. The County shall notify the Union (employee organizations) and will meet and confer with said organization regarding the implementation of such modifications.

SECTION 53 – SAFETY IN THE WORKPLACE

Departments will continue to ensure a designated Safety Coordinator is selected to serve as the liaison between Risk Management and the department to address any safety issues.

The County shall expend every effort to see to it that the work performed under the terms and conditions of this MOU is performed with a maximum degree of safety consistent with the requirement to conduct efficient operations.

Departments without a Safety Committee shall establish a committee within ninety (90) days of the effective date of this agreement. The Union shall appoint all labor representatives to the Committee. All Safety Committees shall schedule their meetings.

SECTION 54 - UNIT ITEMS

Specific working conditions for the Attendant LVN-Aide, General Services & Maintenance, and Health Services units represented by the Union are listed in Sections 54.1 through 54.3.

54.1 Attendant-LVN-Aide Unit.

A. Each permanent employee working in the Hospital Nursing Service and who qualifies for paid holidays shall not be required to work on at least one (1) of the following holidays each year: Thanksgiving, Christmas, or New Year’s Day.

B. Employees in this unit who are employed at CCCRMC and are required to work on Thanksgiving, Christmas or New Year's Day will be provided a free meal in the Hospital Cafeteria between the hours of 6:00 a.m. and 6:00 p.m.

C. Shift Differential.

1. Permanent Full-time and Permanent Part-time Employees.

a. Permanent full-time and part-time employees in the Hospital Nursing Service**,** including Sterile Processing, will receive a shift differential of seven and one-half percent (7.5%) of the employee's base hourly rate of pay for the employee’s entire scheduled shift

when the employee is scheduled to work for four (4) or more hours between 5:00p.m. and 9:00a.m.

In order to receive the seven and one-half percent (7.5%) shift differential, the employee must start work between the hours of midnight and 5:00a.m. or 11:00a.m. and midnight on the day that the shift is schedule to begin. Hours worked in excess of the employee's scheduled workday will count towards qualifying for the shift differential, but the employee will not be paid the shift differential on any excess hours worked.

b. Permanent full-time and part-time employees in the Hospital Nursing Service, including Sterile Processing, will receive a shift differential of ten percent (10%) of the employee's base hourly rate of pay for the entire scheduled shift when the employee is scheduled to work for four (4) or more hours between 11:00p.m. and 8:00a.m.

In order to receive the ten percent (10%) shift differential, the employee must start work between the hours of 7:00p.m. and midnight or midnight and 8:00a.m. on the day that the shift is scheduled to begin. Hours worked in excess of the employee's scheduled workday will count towards qualifying for the shift differential, but the employee will not be paid the shift differential on any excess hours worked.

2. Permanent Intermittent and Temporary Employees.

a. Permanent Intermittent and temporary employee in the Hospital Nursing Service, including Sterile Processing, will receive a shift differential of seven and one-half percent (7.5%) of the employee's base hourly rate of pay for a maximum of eight (8) hours per workday and/or forty (40) hours per workweek when the employee works for four (4) or more hours between 5:00p.m. and 9:00a.m.

In order to receive the seven and one-half percent (7.5%) shift differential, the employee must start work between the hours of midnight and 5:00a.m. or 11:00a.m. and midnight on the day that the shift is scheduled to begin. Hours worked in excess of eight (8) hours in a workday will count towards qualifying for the shift differential, but the employee will not be paid the shift differential on any excess hours worked.

b. Permanent Intermittent and temporary employees in the Hospital Nursing Service, including Sterile Processing, will receive a shift differential of ten percent (10%) of the employee's base hourly rate of pay for a maximum of eight (8) hours per workday and/or forty (40) hours per workweek when the employee works for four (4) or more hours between 11:00p.m. and 8:00a.m.

In order to receive the ten percent (10%) shift differential, the employee must start work between the hours of 7:00p.m. and midnight or midnight and 8:00a.m. on the day that the shift is scheduled to begin. Hours worked in excess of eight (8) hours in a workday will count towards qualifying for the shift differential, but the employee will not be paid the shift differential on any excess hours worked.

D. Stat Call. A ten percent (10%) base pay salary differential shall be paid for those shifts on which employees in this and/or other Teamsters, Local 856 bargaining units are specifically assigned by the administration to respond to emergency stat- calls if said employees do not qualify for other hazard assignment differential. A ten percent (10%) base pay salary differential shall be paid for those shifts in which employees are specifically assigned to respond to emergency stat-calls if said employees qualify for other hazard assignment differential, said ten percent (10%) to be in addition to the hazard pay differential.

It is further understood that acceptance of the assignment to stat-calls for those employees hired prior to April 1, 1979 shall be voluntary, provided, however, if insufficient employees volunteer for the stat-calls assignment or additional employees are required on a particular shift, nursing administration shall select employees under their supervision judged to be qualified to handle such assignments because of prior experience and training. All Hospital Attendants, Psychiatric Technicians and Licensed Vocational Nurses hired on April 1, 1979 or thereafter will be advised that they may be required to handle stat-calls and if required will receive training for such assignments. It is the intention of administration to assign employees to stat-calls on a continuing volunteer basis. Employees may request that they be removed from the stat-calls assignment by submitting a request in writing stating the reasons for such request. The administration may remove employees from the stat-calls assignment where it is demonstrated they are no longer capable of handling such assignments.

Effective October 1, 1994 the STAT Team shall be composed of volunteers. This shall be a six (6) month trial program subject to joint labor/management review at the end of six (6) months.

E. Professional Standards Committee. The County recognizes the continuation of an advisory Professional Standards Committee comprised of Licensed Vocational Nurses, Psychiatric Technicians and Hospital Attendants employed in the Health Services Department. Such a committee shall develop and communicate recommendations only to the Director of Hospital Nursing or Director of Ambulatory Care Nursing and Hospital Administration. The Professional Standards Committee shall schedule one (1) regular meeting at a mutually agreeable time and place during the day shift working hours and the Health Services Department agrees to release a total of six (6) employees; three (3) Licensed Vocational Nurses, one (1) Surgical Technician and one (1) Psychiatric Technician and one (1) Hospital Attendant for a period not to exceed two (2) hours excluding travel time for any one member to attend such meeting.

Such Committee members and their alternates shall be selected by Local No. 1. Numerical membership on the Professional Standards Committee shall be such so as to preclude disruption of work activities of any particular work area and shall include at least one (1) representative from the outpatient clinics. Upon two (2) weeks notice, the Committee may request, with approval of the Director of Hospital Nursing or Director of Ambulatory Care Nursing as appropriate, that other personnel attend the monthly meetings, provided that such personnel are furnished with the reasons they have been invited and a written agenda for the meeting they have been asked to attend.

The Health Services Department agrees to meet with the LVN-Professional Standards Committee within sixty (60) days following the ratification of this MOU to discuss such issues as scope of practice, team nursing and the float policy.

F. Detention Facility Assignment Pay. The Detention Facility Assignment Pay is calculated at five percent (5%) of the employee's base rate of pay. Permanent full-time and part-time, and permanent intermittent employees in the Attendant-LVN-Aide Unit will be paid the detention facility assignment pay if the employee's position is assigned to one of the following facilities:

Org.#	**Facility Name**
2580	West County Detention
2578	Martinez Detention
2585	Marsh Creek Detention
3120	Juvenile Hall
3160	Byron Boys Center
5700	Martinez Detention Infirmary
5701	West County Detention Infirmary
5702	Juvenile Hall Nursing
5710	Detention Mental Health Martinez
5711	Detention Mental Health West County

Employees eligible for this Detention Facility Assignment Pay are not eligible to receive Hazard Pay under Section 44 of this M.O.U.

G. Weekend Differential. Employees in the Attendant/LVN/Aide Unit shall receive a weekend shift bonus of twenty-five dollars ($25.00) per shift for each weekend shift worked which: 1) falls on weekends for which the employee is not scheduled to work in their normal work schedule; 2) falls between the beginning of the night shift on Friday and the end of the evening shift on Sunday; 3) is worked for the full duration of the shift; and 4) is not the result of a trade. The employee is to note such qualifying shifts on his/her time sheets in order to receive this compensation.

H. Hospital Schedules. The Health Services Department shall continue to schedule Licensed Vocational Nurses, Psychiatric Technicians and Certified Nursing Assistants with every other weekend off. Bid notices for these positions shall

include a statement that employees have every other weekend off and that schedules are periodically changed and posted in advance of any such change

I. Permanent-Intermittent Differential. Permanent-intermittent Licensed Vocational Nurses and Psychiatric Technicians shall be paid a differential of seven and one-half (7-1/2) percent of their base pay.

J. O.R. – Sterile Processing On-Call and Call Back Time.

1. On-Call Duty.

a. Permanent full-time and part-time employees in the classifications of Surgical Technologist (VT7B), Sterile Processing and Distribution Technician (1EWA), and Lead Sterile Processing and Distribution Technician (1ETB) assigned to On-Call Duty for the Operating Room or Post Anesthesia Recovery will be paid one (1) hour of straight time pay for each two (2) hours designated as On-Call Duty. If an employee's on-call duty hours are not in increments of two (2) hours, the On-Call Duty hours will be pro-rated. For example, if the employee is assigned to On-Call Duty for six (6) hours, then the employee would receive three (3) hours of straight time pay for the six (6) hours of designated On-Call Duty (6 hours ÷ 2 hours = 3 hours).

b. An employee is considered assigned to On-Call Duty if all of the following criteria are met:

i. A permanent full-time or part-time employee is not scheduled to work on County premises, but is required to report to work immediately if called.

ii. The employee must provide his/her supervisor with current contact information so that the supervisor can reach the employee with ten (10) minutes or less notice.

iii. The Department Head designates and approves those permanent full-time and part-time employees who will be assigned to On-Call Duty.

c. If an employee is called back to work while assigned to On-Call Duty, the employee will be paid for the total assigned On-Call Duty hours regardless of when the employee returns to work.

2. Call Back Time. Permanent full-time or part-time employees in the classifications of Surgical Technologist (VT7B), Sterile Processing and Distribution Technician (1EWA), and Lead Sterile Processing and Distribution Technician (1ETB) assigned to On-Call Duty for the Operating Room or Post Anesthesia recovery Room will be paid Call Back Time Pay as set forth in Section 8 of this MOU, except that employees called back to

work will be paid a minimum of three (3) hours for each Call Back Time event.

K. Contiguous Shifts. At the County's request, if an employee in this unit works on all or parts of two contiguous shifts (more than eight (8) continuous hours) which is outside the employees regular work schedule and the first eight (8) hours fall on one day and the additional hours fall on the following day, the employee shall be paid a differential of one-half (½) the employees base salary rate in addition to the employees base salary rate for the hours worked in excess of eight (8) hours. Employees in this unit working at the CCCRMC who, at the County's request work two contiguous shifts (sixteen (16) continuous hours) shall be provided a meal in the hospital cafeteria at no cost to the employee.

Employees in the Hospital Nursing Service and in the classifications of Sterile Processing and Distribution Techs (1ETB and 1EWA), who work a double shift who work a double shift shall receive twenty-five dollars ($25.00) in addition to all other compensation for each double shift worked. Employees who work from the beginning of their regularly scheduled shift to the conclusion of the next scheduled shift will be considered to have worked a double shift. If the second shift is not completed, the premium will be prorated. If the total hours worked, excluding lunch breaks, exceed sixteen (16) hours, additional prorated premium will be paid.

L. Continuing Education. Each regular full-time Licensed Vocational Nurse and Psychiatric Technician with one or more years of County service shall be entitled to forty (40) hours leave with pay each year to attend accredited continuing education courses, institutions, workshops, or classes. Full-time Surgical Technicians will be entitled to fourteen (14) hours per year for the same purpose. Written requests for such leave must be submitted in advance and may be approved by the appropriate supervisor only in the event such leave does not interfere with staffing. The leave is accumulated from year-to-year if; 1) it is applied for and denied, 2) it is applied for this year for a course next year, and 3) if it is applied for to anticipate taking a specific course of more than forty (40) hours duration. The maximum leave available in any fiscal year may not exceed twice what may be accrued in any one fiscal year. The leave hereinabove defined shall not apply to those courses or programs the nurse is required by the County to attend.

A Licensed Vocational Nurse or Psychiatric Technician assigned to the night shift who attends a continuing education course of eight (8) hours duration outside his/her scheduled work time, may receive educational leave pay for the actual course time and may be excused from the night shift immediately preceding or following the course attended.

An employee who attends a pre-approved course on a date for which he/she is not regularly scheduled to work or who completes a pre-approved home study course, will be granted CE time off for the number of hours equivalent of the CE units earned. Only Board of Registered Nurses Accredited Courses will be

approved. Such time off must be scheduled in advance by mutual agreement between the employee and the supervisor.

Each full-time Registered Dental Assistant with one or more years of County service shall be entitled to four (4) days of paid continuing education leave every two (2) years.

Permanent part-time employees shall receive prorated CE leave in the same ratio of their position hours to full-time.

Each full-time Certified Nursing Assistant with one or more years of County service shall be entitled to forty-eight (48) hours of paid continuing education leave every two (2) years.

M. Charge Pay. A fully certified Licensed Vocational Nurse or Psychiatric Technician who, at the County's' request, is placed in charge of a ward for an eight (8) hour shift shall receive an additional five dollars ($5.00) per shift.

N. Hospital Call-In Procedures. The following procedures shall apply to employees in the class of Licensed Vocational Nurse, Psychiatric Technician and Hospital Attendant employed at CCCRMC who become ill prior to a scheduled work shift and supersedes Section 14.4 of this MOU.

1. Employees in the Hospital Nursing Service are required to notify the Nursing Office at least two (2) hours prior to the commencement of the evening or night shift or one (1) hour prior to the day shift if they are calling in sick or requesting unplanned time off. Employees in the Ambulatory Care Nursing Service are required to call in at least one (1) hour prior to their scheduled shift and leave a message in voice mail. Notification shall include the reasons and possible duration of the absence.

2. Employees in the Hospital Nursing Service returning from sick leave or emergency leave of any kind must give two (2) hours prior notice unless it was clearly understood at the outset of the leave when the employee planned to return. In the Ambulatory Care Nursing Service, to the extent possible, employees should notify the Charge Nurse by 4:00 p.m. of the day preceding their anticipated return.

3. Employees in the Hospital Nursing Service calling in sick, asking for emergency time off or calling in to say they will be late, must call the Nursing Office directly and not their unit area to advise of their intentions.

4. Employees who do not give the required notice of their intent not to come to work as scheduled shall be coded as absent without pay for payroll purposes unless they provide a reason which is satisfactory to Nursing Administration. Infrequent absences with justification shall normally later be charged to sick leave.

Hospital Nursing Service or Ambulatory Care Nursing Service employees who are called in to work a shift for which they are not scheduled after that shift has begun shall receive payment for actual time worked plus one (1) hour and shall be paid a minimum of two (2) hours pay.

O. Appointment Salary. The County may hire new employees into classes in this bargaining unit at any step of the salary range for the particular class. Consideration shall be given to the qualifications of the appointee relative to current incumbents. The County shall advise the Union of any appointments made at a salary level higher than that of an incumbent with equal qualifications.

P. Low Census. Unanticipated declines in hospital patient census may result in the need to temporarily reduce staffing hours for periods of time not requiring formal layoff procedures. When this occurs, the Hospital Nursing Service shall use a variety of procedures to call off and reassign staff. Those procedures will generally emphasize the call off of volunteers first, and the retention of permanent employees.

Employees may voluntarily request accrued time off by calling the Staffing Office and asking to be placed on a standing Absent Day list to be used for voluntary call offs in future low census days.

The Staffing Office will seek voluntary call offs on a shift-to-shift basis.

Employees will be floated to available assignments in other units for which they are oriented or otherwise qualified.

If necessary, as assessed on a daily basis, employees will be required to take Involuntary Call Off days on an equitable rotation. Order of Involuntary Call Off will normally be Registry, Temporary, Permanent-intermittent, Permanent Part Time and Permanent Full-time. The maximum number of Involuntary Call Off days per permanent employee will not exceed one shift per month or three (3) shifts per year. Permanent employees will be offered the option of using vacation or holiday accruals if the employee has the accruals available. Otherwise, the employee will be placed on AWOP.

LT, Overtime or Registry Nurses will not be assigned to work on units for which an employee who is on Involuntary Call Off day is qualified to work. Involuntary Call Offs will be reasonably distributed among the various nursing classifications consistent with the staffing patterns for patient census and acuity needs.

Employees will be notified a minimum of two hours in advance of each shift for which an Involuntary Call Off day is assigned. In the event such notice is not given, the affected employee will receive a minimum of two (2) hours work at the employee's regular rate. Should the hospital make such a documented attempt to notify the employee of a cancellation of shift, but be unsuccessful in doing so, this pay provision will not apply. It is the responsibility of the employee to maintain a current telephone number with the Staffing Office. Failure to do so relieves the Hospital of the notification and pay obligations.

The same procedures will be used in the event of reduced patient visits in the Ambulatory Care Nursing Service. They will be applicable at all Clinics and Health Centers.

These procedures will apply in the hospital when the patient census falls below 120. This provision shall remain in effect for the duration of this MOU.

Q. Sterile Processing. For employees in Sterile Processing, the County will provide pant suits as an option and shall also provide poncho type rain apparel as needed in rainy weather.

Employees in Sterile Processing are scheduled on the basis of an eight and one-half hour day and are on their own time during the lunch period. If operational reasons preclude an employee from leaving the work area during the lunch period, such time shall be considered worked and will be paid at the overtime rate.

R. Public Service Officers. At the Service Integration Program Family Service Centers, the Public Service Officers shall be allowed a one-half (½) hour paid lunch to remain on-site throughout the 8:30 a.m. - 5:00 p.m. service hours.

The Health Services Department will provide an identification card for Public Service Officers recognizing they perform their duties under the guidelines set forth in section 836.5 of the California Penal Code and Section 1250 of the Health and Safety Code.

The Health Services Department will provide a bullet proof vest for each Public Service Officer (PSO) to be worn at all times while on duty. The PSO will return the vest to the Health Services Department when the PSO is no longer employed as a PSO.

54.2 General Services and Maintenance Unit.

A. General. All existing departments safety awards shall continue for the duration of this MOU.

B. Field Personnel.

1. The County will provide coveralls or overalls to each employee assigned to the paint crew and bridge crew in the Public Works Maintenance Division of the Public Works Department and will launder such clothing on a regular basis. The employees will be required to select either coveralls or overalls; this choice shall be considered a permanent selection. Coveralls shall be provided for the employee assigned to and operating the Gradall.

2. The Safety Committee of the Public Works Department, as previously referenced in a Departmental MOU, shall continue for the duration of this agreement.

3. The Public Works Department agrees to offer Defensive Driver Training to employees on road maintenance crews.

4. The Public Works Department will meet and confer with the Union if it intends to increase the work test crews beyond nine (9) members.

5. On a trial basis for the employees in the General Services and Maintenance Unit, and at the sole discretion of the Director of Human Resources upon written request stating the reasons for such request, the Union may appoint an individual to observe instructions given an oral board by the appointing authority on his/her own time.

C. Shop Personnel.

1. The County will pay Equipment Mechanics a tool allowance of four hundred dollars ($400.00) per calendar year. Air tools will be considered an eligible tool allowance item. The tool allowance benefit will be provided on a reimbursement basis through submission of County payment demand forms with proof of purchase.

2. Employees in the classes of Equipment Mechanic, Apprentice Mechanic, Equipment Services Worker and Garage Attendant will have the choice of the County providing coveralls or pants and shirt. The employees will be required to select either coveralls or pants and shirt; this choice shall be considered a permanent selection.

3. Employees referenced in C.2 above shall be provided with additional uniforms so as to enable the employee to have a clean uniform each day.

D. Building Maintenance & Miscellaneous Employees.

1. Union Stewards in the Building Maintenance Division shall be relieved from their assigned work duties by their supervisors within twenty-four (24) hours (excluding Saturdays, Sundays, and holidays) upon receipt of a request by an employee in that division to investigate and/or process a grievance initiated by said employee.

2. The Building Maintenance Division of the Public Works Department will continue the seven (7) day per week maintenance coverage of County facilities by Operating Engineers.

3. Custodians in the Probation Department specifically assigned responsibility in writing for providing work training to assigned juveniles shall receive in addition to their base pay a differential of five percent (5%) of base pay as premium compensation for this additional responsibility.

Such differential to be computed on the basis of hours actually spent in directing juveniles in work training.

4. The vacation scheduling procedure for Custodians I and II in the Buildings and Grounds Division of the Public Works Department shall be as follows:

All employees, in order of seniority, with the Buildings and Grounds Division of the Public Works Department shall be afforded the opportunity to indicate their preference of vacation dates for their vacation entitlement by area. If an employee wishes to split his/her vacation entitlement and schedule a portion of his/her vacation at another time, he/ she shall be afforded a second opportunity to exercise his/her seniority in scheduling each second choice after all other employee's vacations have been scheduled.

For example: If an employee has a vacation entitlement of four (4) weeks and wishes to take two (2) of those weeks in July, his/her preference for the specific dates in July would be reviewed by the department in accordance with his/her seniority. Once the first choice of vacation dates for this employee and all other employees have been reviewed by the department and scheduled by area in accordance with seniority, the employee may indicate his/her preference of vacation dates for the remaining two (2) weeks of his/her vacation entitlement which again will be reviewed and scheduled by area by the department in accordance with his/her schedule.

5. Detention Facility Assignment Pay. The Detention Facility Assignment Pay is calculated at five percent (5%) of the employee's base rate of pay. Permanent full-time and part-time employees, and permanent intermittent employees in the General Services and Maintenance Unit and in the classifications of Cook (1KWA), Lead Cook (1KTA), Stationary Engineer (GWVC), Detention Services Aide (64WG), Detention Services Worker (64VD), Lead Detention Services Worker (64TB), Custodian I and II (GK7A, GKWB), Institutional Services Aide (1KWC), Institutional Services Worker-Generalist (1KVD), and Institutional Services Worker-Lead (1KVF) will be paid the detention facility assignment pay if the employee's position is assigned to one of the following facilities:

Org.#	**Facility Name**
2580	West County Detention
2578	Martinez Detention
2585	Marsh Creek Detention
3120	Juvenile Hall
3160	Byron Boys Center
5700	Martinez Detention Infirmary
5701	West County Detention Infirmary
5702	Juvenile Hall Nursing
5710	Detention Mental Health Martinez
5711	Detention Mental Health West County

Employees eligible for this Detention Facility Assignment Pay are not eligible to receive Hazard Pay under Section 44 of this M.O.U.

6. The Building Maintenance Division of the Public Works Department shall continue the safety committee of no less than two (2) employees selected by Teamsters, Local 856 in the classes of Window Washer and Lead Window Washer to discuss various safety problems. This committee shall meet not less than once every three (3) months nor more than once a month upon request of the employees.

7. The County shall pay Stationary Engineers, Lead Stationary Engineers, Stationary Systems Specialist I, and Stationary Systems Specialist II, in the General Services and Maintenance Unit a reimbursement of twenty-five dollars ($25.00) per month, to defray the cost of supplying and cleaning clothing worn in the performance of regular duties.

8. The County will provide reimbursement, up to sixty-five dollars ($65.00) per calendar year, to permanent Groundskeepers, Gardeners and Lead Gardeners for the purchase of coveralls or overalls worn on the job.

E. Communications.

1. The Communications Division Safety Committee shall be continued. Said Committee shall consist of two (2) Communications Division employees selected by the Union. Said Committee shall meet quarterly with a Manager and the Departmental Safety Coordinator. Said meetings shall not exceed one (1) hour in duration except by mutual agreement of the parties.

2. Permanent full-time, Part-time, and Permanent Intermittent employees in the classifications of Communications Equipment Specialist (PEWF), Materials Technician (91VC), Telecommunication Specialist I (PEWL), and Telecommunications Specialist II (PEVA) who are assigned to the Radio Communications unit (Org. # 4285) and who are required to climb a communication tower will be paid one (1.0) hour of straight time pay at the rate of one (1.0) times the employee’s base rate of pay (excluding differentials) on any day that the employee climbs a tower regardless of the number of times the employee is required to climb a communication tower on that day. Tower construction work will be contracted out.

3. County-owned vehicles will not be taken home by employees regardless of whether they are on call or working overtime.

F. Sheriff's Personnel.

The County shall continue to pay twenty-five dollars ($25.00) per month uniform allowance for employees in the Sheriff's Department who are required to wear a

uniform in the performance of their duty in the following classifications: Sheriff's Services Assistant I, Sheriff's Services Assistant II and Storekeeper.

G. Building Inspectors.

1. The Building Inspection Department shall pay Inspectors a reimbursement up to a maximum amount of fifty dollars ($50.00) plus sales tax per calendar year, for the purchase of knee pads and coveralls, and thirty-five dollars ($35.00) plus sales tax per calendar year, for rain boots and rain gear.

2. Building Inspectors are assigned by the Building Inspection Department to Housing Rehab, Mobile Home, Commercial inspections Code Enforcement, Weatherization and Residential inspection activities. These assignments may be rotated at the discretion of the Department Head.

H. Central Service.

1. Teamsters, Local 856 will select a spokesperson who is an employee of the County Administrator's Office to bring to the attention of and discuss with the Department Head or his designee at convenient times any safety problems existing within the department.

2. The County will provide employees in the class of Driver Clerk, poncho type rain apparel.

   The above does not exclude any other employee from bringing to the attention of the management of the County Administrator's office any safety problems that may exist.

3. Office Service Workers will be paid at the applicable higher rate from the first day when substituting on Driver Clerk routes.

I. Hospital Workers.

1. If an employee in this unit, employed at the County Hospital, who at the County's request works on all or part of two contiguous shifts (more than eight (8) continuous hours) which is outside the employees regular work schedule and the first eight (8) hours fall on one day and the additional hours fall on the following day, the employee shall be paid a differential of one-half (½) the employees base salary rate in addition to the employees base salary rate for the hours worked in excess of eight (8) hours.

2. Employees in this unit working at the CCCRMC who at the County's request work two contiguous shifts (sixteen (16) continuous hours) shall be provided a meal in the Hospital Cafeteria at no cost to the employee.

3. Employees in this unit who are employed at CCCRMC and are required to work on Thanksgiving, Christmas or New Year's Day will be provided a

free meal in the Hospital Cafeteria between the hours of 6:30 a.m. and 6:30 p.m.

4. Where only one Storeroom Clerk is on duty on a shift at the main Hospital Storeroom on a given day, and the Storeroom cannot be closed for one-half (½) hour to permit that Storeroom Clerk an unpaid lunch period, the Storeroom Clerk will be scheduled to work a straight eight (8) hour shift with a paid lunch period.

5. The County shall provide pantsuits as an option to employees in the classes of Central Supply Technician, Lead Central Supply Technician, Institutional Services Aide, and Institutional Services Worker's, who are normally furnished uniforms by the County.

6. The County will provide poncho type rain apparel as needed for employees in the Hospital Central Supply and Environmental Service who are required to go outdoors while it is raining.

7. Employees in the class of Central Supply Technician are scheduled on the basis of an eight and one-half (8-1/2) hour day and are on their own time during their lunch period. If operational reasons preclude an employee from leaving the work area during the lunch period, such time worked shall be paid at the rate of time and one-half.

8. CCRMC Shift Relief. An Institutional Services Worker-Generalist or Institutional Services Worker-Specialist who at the County's request, relieves a Cook at Contra Costa Regional Medical Center for a shift will receive an additional twelve dollars ($12.00) per shift.

Commencing on the 41st consecutive hour in the assignment, Section 5.13 - Pay for Work in a Higher Classification, will apply.

J. Library Personnel.

1. Section 12 of this MOU regarding holidays is modified for all employees in this unit assigned to the Library to delete the day after Thanksgiving as a holiday and to add the day before Christmas as a holiday. The Libraries will close at 6:00 p.m. on the day before Thanksgiving.

2. The Driver Clerk permanently assigned to drive the Bookmobile shall receive in addition to his/her base pay a differential of five percent (5%) of base pay as premium compensation for this assignment.

3. Employees in this unit assigned to the Library who work Saturday shall receive a five percent (5%) differential for all hours worked on Saturday. Said five percent (5%) differential shall not apply to any overtime hours worked on Saturday.

Permanent full-time, part-time, permanent intermittent, and temporary employees in the Library Unit will receive a shift differential of seven and one-half percent (7.5%) of the employee's base hourly rate of pay for all hours worked on a Sunday.

4. The Libraries will close at 5:00 p.m. on New Year's Eve. Employees in this unit assigned to work at the Library shall rearrange their work schedules so that they work a full eight (8) hour shift.

K. Commercial License Hazardous Materials Endorsement

For Classifications requiring the above endorsement, the County will reimburse employees for the required costs associated with the background check required for a Commercial Drivers License Hazardous Materials Endorsement.

54.3 Health Services Unit.

A. Environmental Health.

1. Environmental Health Inspectors. The County shall continue the Professional Standards Committee comprised of Environmental Health Inspectors selected by Teamsters, Local 856 and employed in the Health Services Department who may, as a committee, develop and communicate recommendations to the Director of the Environmental Health Division of the Health Service Department. The Professional Standards Committee may schedule only one (1) regular meeting each month during working hours, and the County will release from duty a maximum of two (2) Environmental Health Inspectors for a period not to exceed one (1) hour for any Environmental Health Inspectors to attend such meeting. The agenda and minutes of each meeting shall be forwarded to the Director of the Environmental Health Division. It is understood that the Professional Standards Committee is advisory only and the subjects it reviews shall be restricted to those directly related to Environmental Health Inspector's practices.

2. Hazardous Materials Specialists. Hazardous Materials Specialists will be paid a differential of one hundred and sixty three ($163) per month while participating on the Incident Response Team.

3 Certifications Differential: Employees in the classifications of Hazardous Materials Specialist I (V4WG) and Hazardous Materials Specialist II (V4VC) will be paid a monthly differential in the amount of five percent (5%) of base monthly salary for the possession and maintenance of all three (3) of the following certifications:

- State required certifications (current and future) to perform Unified Program Inspections

- o Hazardous Waste Operations and Emergency Response Standards as defined in Section 5192 (e) of Title 8 of the California Code of Regulations
- o California Specialized Training Institute (CSTI) Hazardous Materials Specialist certifications

Verification of eligibility will be by the Department Head or his/her designee. Once eligibility is verified, the employee is eligible for this pay on the date the employee submitted proof of eligibility to the Department Head/designee. Each employee who qualifies for this differential is subject to annual calendar year verification of eligibility.

4. Program Coordinator Assignments and Differential: The Hazardous Materials Program Director (Director) will designate, in writing, up to five (5) Program Coordinators from the incumbents in the classifications of Hazardous Materials Specialist I (V4WG) and Hazardous Materials Specialist II (V4VC). Each designation is at the sole discretion of the Director and each is subject to change at any time. Each designated Program Coordinator will be paid a differential of two and one half percent (2.5%) of base monthly salary. If a designated Program Coordinator is absent from work on paid leave (vacation, sick leave, disability, or other paid leave), the absent Program Coordinator will be paid the Program Coordinator differential only for the first thirty (30) calendar days of that paid leave. At the end of that 30 days, or earlier, if the designated Program Coordinator runs out of leave accruals, the differential stops and the Director may designate a new Program Coordinator.

   The five (5) Program Coordinator assignments are as follows:

   1. Lead Program Coordinator
   2. Health and Safety Coordinator
   3. Enforcement Coordinator
   4. Training Coordinator
   5. Site Mitigation Coordinator

   It is the responsibility of the Director to provide the Auditor/Controller with written notice of 1) the name of each designated Program Coordinator and the effective date of his/her assignment, and 2) the termination of any designation and the effective date of the termination. The differential is effective on the day the employee begins the assignment.

- Program Lead Assignments and Differential: The Hazardous Materials Program Director (Director) will designate, in writing, up to five (5) Program Leaders from the incumbents in the classifications of Hazardous Materials Specialist I (V4WG) and Hazardous Materials Specialist II (V4VC). Each designation is at the sole discretion of the Director and each is subject to change at any time. Each designated Program Leader will be paid a differential of five percent (5%) of base monthly salary. If a designated Program Leader is absent from work on paid leave (vacation,

sick leave, disability, or other paid leave), the absent Program Leader will be paid the Program Leader differential only for the first thirty (30) calendar days of that paid leave. At the end of that 30 days, or earlier, if the designated Program Leader runs out of leave accruals, the differential stops and the Director may designate a new Program Leader.

The five (5) Program Leader assignments are as follows:

1. Above Ground Storage Tanks
2. Underground Storage Tanks
3. Hazardous Waste Generators
4. Incident Response Team
5. Hazardous Materials Business Plans and Storm Water

It is the responsibility of the Director to provide the Auditor/Controller with written notice of 1) the name of each designated Program Leader and the effective date of his/her assignment, and 2) the termination of any designation and the effective date of the termination. The differential is effective on the day the employee begins the assignment.

- On Call Duty and Pay: When an employee in the classifications of Hazardous Materials Specialist I (V4WG) and Hazardous Materials Specialist II (V4VC) is assigned to “on-call” duty by the Director or his/her designee, the employee will be paid in accordance with section 9 of this MOU. When an employee is contacted by telephone during his/her assigned “on-call” duty shift and the employee is able to handle the situation(s) by telephone, the employee will receive no additional pay so long as the cumulative total of those telephone conversations does not exceed thirty (30) minutes per “on-call” shift. If the telephone conversations exceed a cumulative total of thirty (30) minutes per shift, the employee will be paid “telephone call back pay” at one and one-half (1.5) times the regular rate of pay, in one-minute increments, up to a maximum of sixty (60) minutes. If the telephone conversations exceed a cumulative total of sixty (60) minutes per shift, the employee will be paid in accordance with Section 8 Call Back Time of this MOU.

- Continuing Education Allowance: Employees in the classification of Hazardous Materials Specialist I (V4WG) and Hazardous Materials Specialist II (V4VC) are eligible to receive a Continuing Education Allowance of two and one half percent (2.5%) of base monthly salary for any fiscal year in which the employee completes at least sixty (60) hours of pre-approved education or training, other than the training that is required by law for Hazardous Materials Specialist or required by the minimum qualifications for the classifications of Hazardous Materials Specialist I and Hazardous Materials Specialist II set forth in the respective job descriptions, or at least three (3) semester units of pre-approved college credit, or a pre-approved combination thereof, subject to the following conditions:

1. An application must be submitted to the Hazardous Materials Division Director prior to beginning the education or training.

2. The education or training must be directly related to the technical duties of the employee's job.

3. The course must be approved, in advance, by the Hazardous Materials Division Director or his/her designee.

4. The employee must provide evidence of completion of the course with a passing grade, when applicable.

B. Clinical Laboratory Scientist & Laboratory Technician. The Health Services Department shall continue a staggered lunch period system for the Clinical Laboratory Scientist I & II and Senior Clinical Laboratory Scientist classifications in order to ensure uninterrupted lunch periods for these employees. A Clinical Laboratory Scientist II who, at the County's request, is placed in charge of clinical laboratory assignments for an eight (8) hour shift, shall receive an additional five dollars ($5.00) per shift.

Each full-time employee in the classes of Clinical Laboratory Scientist I & II and Senior Clinical Laboratory Scientist will be granted sixteen (16) hours per year of continuing education (CE) leave to complete courses required for license renewal. For permanent part-time employees, CE leave will be prorated based on their assigned hours. Employees may carry over CE leave from one year to the next to a maximum of thirty-two (32) hours without restriction.

Each full-time employee in the class of Laboratory Technician whose position requires a phlebotomy certificate will be granted three (3) hours per year of continuing education (CE) leave to complete courses required for certification renewal. For permanent part-time employees, CE leave will be prorated based on their assigned hours. Employees may carry over CE leave from one year to the next to a maximum of six (6) hours.

C. Physical, Occupational & Recreation Therapists.

1. The present Professional Standards Committee for this group of employees will be continued for the duration of the MOU.

2. The present release time for staff development and flex time work schedule for Therapist in the California Children's Services Program will be continued for the duration of this MOU. If the County desires to change either of the above it will offer to meet and confer with the Union before doing so.

D. Substance Abuse Staff.

1. There shall be a Substance Abuse Counselor Professional Performance Committee consisting of employees in the Substance Abuse Rehabilitation

job series. The purpose of the Committee is to meet to consider and discuss patient care and professional practice. It may also formulate advisory recommendations and proposals concerning such matters. The Committee shall not discuss economic matters, such as wages, hours and other economic conditions that may be subject to meet and confer. The Professional Performance Committee may schedule one (1) regular meeting each month during working hours, provided that such meeting shall not conflict with normal work activities and shall be agreeable to the Substance Abuse Program Director. The Department will release from duty no more than three (3) Substance Abuse Counselors for a period not to exceed two (2) hours.

Substance Abuse Counselors released for these meetings shall promptly report meeting and travel time to the Substance Abuse Program Director or designee.

The Committee shall prepare written minutes of all Professional Performance Committee meetings; copies of which shall be distributed to the Committee members and the Substance Abuse Program Director.

2. Each full-time employee in the classification of Substance Abuse Counselor and Lead Substance Abuse Counselor shall be granted twenty (20) hours per year of Continuing Education (CE) leave to complete courses required as a condition for certification renewal. Written requests for such leave must be submitted in advance and may be approved by the appropriate supervisor only in the event such leave does not interfere with staffing. For permanent part-time employees, continuing education leave will be prorated based on their assigned position hours.

   Employees may carry over (CE) leave from one year to the next to a maximum of forty (40) hours.

3. For employees in the classifications of Substance Abuse Counselor (VHVC) and Substance Abuse Counselor Project (VHV3) who work at the Discovery House, any holiday that falls on a Saturday will be observed on a Saturday, and any holiday that falls on a Sunday will be observed on a Sunday.

   Employees in the classifications of Substance Abuse Counselor (VHVC) and Substance Abuse Counselor Project (VHV3) will accrue four (4) hours of personal holiday credit per month and will not observe Admission's Day, Columbus Day, and Lincoln's Day.

E. <u>Mental Health Treatment Staff.</u>

1. A Labor/Management Forum composed of two (2) Teamsters, Local 856 delegates and the Mental Health Director will meet at least quarterly to address the status and viability of the line staff/management working relationships. Areas of ongoing focus will be communication and mutual

cooperation. Specific issues of clinical, professional and programmatic concern can be addressed as necessary. An agenda of items to be discussed will be submitted to the Mental Health Director at least two (2) weeks prior to the scheduled meeting.

2. The Health Services Department agrees to meet and confer with the Union before contracting out any presently County operated Mental Health Programs employing Mental Health Staff.

3. Mental Health Treatment employees shall receive a weekend shift bonus of five dollars ($5.00) per shift for each weekend shift worked which: 1) falls on weekends for which the employee is not scheduled to work in his/her normal work schedule; 2) falls between the beginning of the night shift on Friday and the end of the evening shift on Sunday; 3) is worked for the full duration of the shift; and 4) is not the result of a trade. The employee is to note such qualifying shifts on his/her time sheets in order to receive this compensation.

4. Incumbents of the Mental Health Specialist II, Mental Health Clinical Specialist, Mental Health Employment Placement Specialist, Mental Health Community Support Worker II or Clinical Psychologist classes may be designated as unit leaders. Unit leader assignments shall be at the sole discretion of the Division Director. Duties of the unit leaders are described in the class specifications. Unit leaders will receive a differential of five percent (5%) of their base salary until such time as the unit leader assignment terminates. Unit leaders will continue to receive the five percent (5%) pay differential during the first thirty (30) calendar days of each absence for paid vacation, paid sick leave period, paid disability or other paid leave.

5. Approved Continuing Education Leave (C. E.) time entitlement to complete accredited course work required for license renewal will be eighteen (18) hours per fiscal year for full-time permanent employees in the classifications of Mental Health Clinical Specialist (Licensed), Mental Health Clinical Specialist (Licensed) – Project, Clinical Psychologist, and Clinical Psychologist – Project. Permanent part-time employees in these classifications will have their approved CE time entitlement prorated on the basis of the number of hours they work in relation to the regular forty (40) hour work week.

   CE time may be carried over into the next fiscal year and added to the CE time entitlement for that year without restriction, up to twice the annual accrual.

   Only courses accredited by the Board of Behavioral Science, the Mandatory Continuing Education for Psychologists (MCEP) Accrediting Agency, the American Psychological Association, or the California Medical Association will be approved.

F. Pharmacy.

1. The County will grant forty (40) hours/year of continuing education leave to licensed Pharmacists who are required by law to complete such course work as a condition of renewing their license.

2. Where only one licensed Pharmacist is on duty at the Main Hospital Pharmacy on a given day, and the Pharmacy cannot be closed for one-half (½) hour to permit that Pharmacist an unpaid lunch period, the Pharmacist will be scheduled to work a straight eight (8) hour shift with a paid lunch period.

G. Cardio-Pulmonary.

1. The Health Services Department will continue the practice of staggered lunch periods to permit one-half (½) hour unpaid lunch periods for Respiratory Care Practitioners I/II.

2. The County will grant ten (10) hours/year of continuing education leave to Respiratory Care Practitioners I/II who are required by law to complete such course work as a condition of renewing their State Respiratory CAUP Practitioner Certificate. Employees may carry over CE leave from one year to the next to a maximum of twenty (20) hours without restriction.

3. On-Call Duty and Call Back Time.

a. On Call Duty. Permanent full-time and part-time employees, permanent-intermittent employees, per diem employees, and temporary employees in the classifications of Cardiac Ultrasonographers (V8VG) Cardiac Ultrasonographers – Per Diem (V8VH), and Respiratory Care Practitioners I and II (VIWA, VIVA) assigned to On-Call Duty will be paid one (1) hour of straight time pay for each two (2) hours designated as On-Call Duty. If an employee's On-Call Duty hours are not in increments of two (2) hours, then the On-Call Duty hours will be pro-rated. If an employee is called back to work while assigned to On-Call Duty, the employee will be paid for the total assigned On-Call Duty hours regardless of when the employee returns to work. An employee is considered assigned to On-Call Duty if all of the following criteria are met:

i. The employee is not scheduled to work on County premises, but is required to report to work immediately if called.

ii. The employee must provide his/her supervisor with current contact information so that the supervisor can reach the employee with ten (10) minutes or less notice.

iii. The Department Head designates and approves those

employees who will be assigned to On-Call Duty.

b. Call Back Time. Permanent full-time and part-time employees, permanent-intermittent employees, per diem employees, and temporary employees in the classifications of Cardiac Ultrasonographer (V8VG), Cardiac Ultrasonographer - Per Diem (V8VH), and Respiratory Care Practitioners I and II (VIWA, VIVA) who are assigned to On-Call Duty will be paid Call Back Time as set forth in Section 8 of this MOU.

4. Shift Differentials.

a. Permanent full-time and part-time employees in the classifications of Respiratory Care Practitioner I and II (VIWA & VIVA) will receive a shift differential of ten percent (10%) of the employee's base hourly rate of pay for the employee's entire scheduled shift when the employee is scheduled to work for four (4) or more hours between 11:00p.m. and 7:00a.m.

In order to receive the ten percent (10%) shift differential, the employee must start work between the hours of 10:00p.m. and midnight or midnight and 7:00a.m. on the day that the shift is scheduled to begin. Hours worked in excess of the employee's scheduled workday will count towards qualifying for the shift differential, but the employee will not be paid the shift differential on any excess hours worked.

b. Permanent Intermittent and temporary employees in the classifications of Respiratory Care Practitioners I and II (VIWA & VIVA) may receive a shift differential of ten percent (10%) of the employee's base hourly rate of pay for a maximum of eight (8) hours per work day and/or forty (40) hours per workweek when the employee works four (4) or more hours between 11:00p.m. and 7:00a.m.

In order to receive the ten percent (10%) shift differential, the employee must start work between the hours of 10:00p.m. and midnight or midnight and 7:00a.m. on the day that the shift is scheduled to begin. Hours worked in excess of eight (8) hours in a workday will count towards qualifying for the shift differential, but the employee will not be paid the shift differential on any excess hours worked.

H. Radiologic & Ultrasound Technologists.

1. On-Call Duty and Call Back Time.

a. On-Call Duty. Permanent full-time and part-time employees in the classifications of Junior Radiological Technician (V8WC),

Ultrasound Technologist I and II (V8VD, V8TB), and Sr. Radiological Technician (V8VA) assigned to On-Call Duty will be paid one (1) hour of straight time pay for each two (2) hours designated as On-Call Duty. If an employee's On-Call Duty hours are not in increments of two (2) hours, then the On-Call Duty hours will be pro-rated. If an employee is called back to work while assigned to On-Call Duty, the employee will be paid for the total assigned On-Call Duty hours regardless of when the employee returns to work. An employee is considered assigned to On-Call Duty if all of the following criteria are met:

i. A permanent full-time or part-time employee is not scheduled to work on County premises, but is required to report to work immediately if called.

ii. The employee must provide his/her supervisor with current contact information so that the supervisor can reach the employee with ten (10) minutes or less notice.

iii. The Department Head designates and approves those permanent full-time and part-time employees who will be assigned to On-Call Duty.

b. Call Back Time. Permanent full-time and part-time employees in the classifications of Junior Radiological Technician (V8WC), Ultrasound Technologist I and II (V8VD, V8TB), and Sr. Radiological Technician (V8VA) assigned to On-Call Duty are eligible to receive Call Back Time Pay as set forth in Section 8 of this MOU.

c. Permanent Intermittent and Temporary employees in the classifications of Ultrasound Technologist I and II (V8VD, V8TB), Junior Radiologic Technologist (V8WC), and Sr. Radiologic Technologist (V8VA) will be paid Call Back Time Pay as set forth in Section 8 and On-Call Duty Pay as set forth in Section 9 of this MOU.

2. A five percent (5%) differential will be paid to any qualified Radiologic Technologist when scheduled to perform mammograms or CT scans on the day shift, Monday through Friday, or when completing the necessary paperwork. When performing CT scans or mammograms at other times, Radiologic Technologists will be paid the five percent (5%) differential for actual time spent performing the procedure and completing the necessary paperwork.

3. When performing an angiogram other than day shift, Monday through Friday, the Radiologic Technologist will be compensated at a flat rate of $500 per procedure.

4. Each full-time employee in the classes of Ultrasound Technologist I & II, and Junior & Senior Radiologic Technologist will be granted twelve (12) hours per year of continuing education (CE) leave to complete courses required for license renewal. For permanent part-time employees, CE leave will be prorated based on their assigned hours. Employees may carry over CE leave from one year to the next to a maximum of twenty-four (24) hours without restriction.

I. Dietitians. Full-time employees in a classification requiring possession of a Registered Dietitian's Certification shall be granted twenty (20) hours per fiscal year of continuing education (CE) time off to complete the course work required for renewal. Permanent part-time employees will have their CE time entitlement prorated on the basis of the number of hours of their position in relation to the regular forty (40) hour work week. Employees may carry over the CE leave from one year to the next for a maximum of forty (40) hours, without restriction.

J. Public Health Nutritionists. Full-time employees in a classification requiring possession of a Registered Dietitian's Certification shall be granted twenty (20) hours per fiscal year of continuing education (CE) time off to complete the course work required for renewal. Permanent part-time employees will have their CE time entitlement prorated on the basis of the number of hours of their position in relation to the regular forty (40) hour work week.

Employees may carry over the CE leave from one year to the next for a maximum of forty (40) hours, without restriction.

K. Holiday Meal. Employees in this unit who are employed at the CCCRMC and are required to work on Thanksgiving, Christmas or New Year's Day will be provided a free meal in the Hospital Cafeteria between the hours of 6:30 a.m. and 6:30 p.m. This provision only applies to employees working on the day the holiday actually falls.

L. Advance Step Appointments. The County may hire new employees into classes in this bargaining unit at any step of the salary range for the particular class. Consideration shall be given to the qualifications of the appointee relative to current incumbents and shall advise the Union of any appointments made at a salary level higher than an incumbent with equal qualifications.

M. Unpaid Lunch Schedule. If the Health Services Department determines that scheduled work days which include a paid lunch period (typically eight (8) hour days) are inconsistent with operational needs they may be rescheduled to include an unpaid lunch period with thirty (30) days notice.

Date: 4/12/16

Contra Costa County: *(Signature / Printed Name)*	**TEAMSTERS, Local 856:** *(Signature / Printed Name)*
/ Stacey Lee	/ Peter Finn
Glynis Hughes / GLYNIS Hughes	/ Corey Hallman
/	/ SCOTT CASTIGLIONE
/	/ RICHARD ANDAZOLA
/	/ Veronica Hedson
/	/ MARINA BECERRA
/	/ LISA DAY-SILVA
/	/ Paul Valdez
/	/ Cynthia O'Brien
/	/ Rudy Gonzalez

TEAMSTERS, LOCAL 856

ATTACHMENTS

A. CLASS & SALARY LISTING BY UNIT

B. MEDICAL/DENTAL/LIFE INSURANCE

C. PROJECT EMPLOYEES

D. PI SPECIAL PAYS AND BENEFITS

E. TEMPORARY EMPLOYEES SPECIAL PAYS

F. PER DIEM SPECIAL PAYS

G. HEALTH SERVICES ASSIGNMENT/SHIFT PROCESS (NEW Side Letter)

H. PUBLIC SERVICE OFFICERS/RANGERS

I. CARDIAC ULTRASONOGRAPHER-PER DIEM AND PHARMACIST-PER DIEM

J. PHYSICAL THERAPIST-PER DIEM & OCCUPATIONAL THERAPIST-PER DIEM

K. DRIVE PROGRAM (NEW Side Letter)

L. ISW REASSIGNMENTS/BIDS

M. CLASS B PHYSICAL EXAMINATIONS/PUBLIC WORKS

N. CONTRACTING FOR SERVICE FROM REHABILITATION PROGRAMS

O. STATIONARY ENGINEER – 24 HOUR COVERAGE

P. ATTENDANT-LVN-AIDE CAREER ADVANCEMENT PROGRAM

Q. VEGETATION MANAGEMENT TECHNICIANS

R. GUARDIAN SECURITY CONTRACT

S. THERAPY SERVICES – OT/PT IN HOSPITAL

T. MENTAL HEALTH SIDE LETTER

U. RETURN TO WORK POLICY

Teamsters, Local 856
CLASS AND SALARY LISTING
Effective 7/1/2016

ATTACHMENT A

ATTENDANT-LVN-AIDE Unit

			Salary Range	
Job Code	**Class Title**	**Flex Staff (F) / Deep Class (D)**	**From**	**To**
VT7F	ANESTHESIA TECHNICIAN		$3,123	$3,988
VTWC	CERTIFIED MEDICAL ASSISTANT		$3,399	$4,132
VTWA	CERTIFIED NURSING ASSISTANT		$2,839	$3,451
VQWC	CONSERV/GDNSHP PROGRAM AIDE		$3,037	$3,691
V5WG	DEVELOPMENTAL PROGRAM AIDE		$3,720	$4,522
VT7H	INTERIM PERMIT VOC NURSE		$3,300	$3,300
V9VD	LEAD REGISTRD DENTAL ASST		$3,629	$4,411
1ETB	LEAD STERILE PROC AND DIST TEC		$3,396	$4,128
VT7G	LICENSED VOCATIONAL NURSE		$4,129	$5,273
VT7E	ORTHOPEDIC TECHNICIAN		$3,095	$3,953
VQWB	PSYCHIATRIC TECHNICIAN		$3,941	$5,033
VMWC	PUBLIC HLTH DENTAL ASST		$2,753	$3,346
** 64WP	PUBLIC SERVICE OFFICER		$4,292	$4,732
V9WG	REGISTERED DENTAL ASST		$3,389	$4,120
VGW1	REGISTERED DENTAL ASST-PROJECT		$3,389	$4,120
V5TA	SR DEVELOPMENTAL PROGRAM AIDE		$4,103	$4,987
VMVB	SR PUBLIC HLTH DENTAL ASST		$3,166	$3,848
1EWA	STERILE PROCESS AND DIST TECH		$3,162	$3,844
VT7B	SURGICAL TECHNOLOGIST		$3,692	$4,715
V5WA	THERAPIST AIDE		$3,720	$4,522

** Safety Classifications

Teamsters, Local 856
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Effective 7/1/2016

ATTACHMENT A

GENERAL SERVICES AND MAINTENANCE Unit

			Salary Range	
Job Code	**Class Title**	**Flex Staff (F) / Deep Class (D)**	**From**	**To**
** 9BVB	AIRPORT OPERATIONS SPECIALIST	F	$4,216	$5,124
9BWB	AIRPORT OPERATIONS TECHNICIAN	F	$3,131	$3,806
9XWC	BINDERY WORKER		$2,569	$3,122
FAWB	BUILDING INSPECTOR I	F	$5,318	$5,863
FAVD	BUILDING INSPECTOR II	F	$6,362	$7,014
FRWA	BUILDING PLAN CHECKER I	F	$3,828	$4,653
FRVA	BUILDING PLAN CHECKER II	F	$4,512	$5,485
FR7A	BUILDING PLAN CHECKER TRAINEE	F	$2,856	$3,471
CW05	CAL WORKS LABORER	F	$3,396	$3,744
ADWA	CCTV PRODUCTION ASSISTANT		$3,007	$3,655
PEWF	COMMUNICATIONS EQUIP SPEC		$5,021	$6,104
APTC	COMMUNITY & MEDIA RELATIONS SP		$5,168	$6,281
LK7A	COMPUTER OPERATOR I	F	$3,683	$4,061
LKVB	COMPUTER OPERATOR II	F	$3,672	$4,464
LKTA	COMPUTER OPERATOR III	F	$4,043	$4,914
1KWA	COOK		$3,303	$4,015
GK7A	CUSTODIAN I	F	$2,974	$3,279
GKWB	CUSTODIAN II	F	$3,067	$3,381
64WG	DETENTION SVCS AIDE	F	$2,551	$3,101
64VD	DETENTION SVCS WORKER	F	$2,859	$3,475
9QWA	DRIVER CLERK	F	$3,197	$3,886
9XVB	DUPLICATING MACHINE OPER I	F	$3,070	$3,731
9XTD	DUPLICATING MACHINE OPER II	F	$3,672	$4,464
PEWE	ELECTRONIC SYSTEMS SPECIALIST		$5,021	$6,104
PMWB	EQUIPMENT MECHANIC	F	$5,240	$5,777
PMVB	EQUIPMENT SERVICE WRITER		$4,003	$4,413
PMVA	EQUIPMENT SERVICES WORKER		$4,003	$4,413
PMSC	FIRE APPARATUS SERVICE COORDIN		$5,506	$6,070
PESC	FIRE DISTRICT TELECOM SPEC		$5,826	$7,081
RJHD	FIRE EDUCATION COORDINATOR		$3,870	$4,704
PMVC	FIRE EQUIPMENT MECHANIC		$5,506	$6,070
GMWA	FIRE MAINTENANCE WORKER		$4,055	$4,928
RJWE	FIRE PREVENTION SPECIALIST		$2,662	$3,236
PMTB	FLEET EQUIPMENT SPECIALIST		$4,571	$5,039
PMWD	FLEET SERVICE CENTER ATTENDANT		$2,599	$2,866
6D7A	FORENSIC TECHNOLOGIST		$3,593	$4,368
GPWA	GARDENER	F	$3,386	$3,733
NXWB	GRADING INSPECTOR I	F	$5,318	$5,863
NXTB	GRADING INSPECTOR II	F	$6,362	$7,014
GPVD	GROUNDS MAINTCE SPEC-IRRIGATN		$4,575	$5,044

** Safety Classifications

Teamsters, Local 856
CLASS AND SALARY LISTING
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ATTACHMENT A

GENERAL SERVICES AND MAINTENANCE Unit

			Salary Range	
Job Code	**Class Title**	**Flex Staff (F) / Deep Class (D)**	**From**	**To**
GPVE	GROUNDS MAINTCE SPEC-PEST CTRL		$4,803	$5,295
GP7A	GROUNDSKEEPER	F	$2,956	$3,260
1KHB	HEAD DETENTION COOK		$5,061	$5,580
LTWA	INFO SYS SPECIALIST I	F	$3,967	$4,822
LTVA	INFO SYS SPECIALIST II	F	$4,598	$5,589
LTTA	INFO SYS SPECIALIST III	F	$5,324	$6,471
LTWB	INFO SYS TECHNICIAN I	F	$4,667	$5,672
LTVB	INFO SYS TECHNICIAN II	F	$5,092	$6,189
1KWC	INST SVCS AIDE	F	$2,628	$3,194
1KVD	INST SVCS WORKER-GENERALIST	F, D Res # 82/1082	$2,884	$3,506
1KVF	INST SVCS WORKER-LEAD	F, D Res # 82/1082	$4,019	$4,019
1KVE	INST SVCS WORKER-SPECIALIST	F, D Res # 82/1082	$3,676	$3,676
9KT4	LD WEATHERIZATION HM RPR SPEC		$4,063	$4,938
** 9BTA	LEAD AIRPORT OPS SPCLST		$4,636	$5,635
1KTA	LEAD COOK		$3,905	$4,305
GKTB	LEAD CUSTODIAN		$3,485	$3,842
64TB	LEAD DETENTION SVCS WORKER		$3,310	$4,023
PETD	LEAD ELECTRONIC SYSTEMS SPEC		$5,768	$7,011
PMNC	LEAD FIRE EQUIPMENT MECHANIC		$6,331	$6,980
PMNB	LEAD FLEET TECHNICIAN		$6,000	$6,615
GPTA	LEAD GARDENER		$4,918	$5,422
91VD	LEAD MATERIALS TECHNICIAN		$4,446	$5,404
9XNA	LEAD PRINT & MAIL SRVS TECH		$4,015	$4,880
GKNB	LEAD RESOURCE CENTER ATTENDANT		$4,765	$5,253
GWTC	LEAD STATIONARY ENGINEER	F	$5,883	$6,487
PETC	LEAD TELECOMMUNICATIONS SPEC		$5,797	$7,046
9XWD	MAILING MACHINE OPERATOR		$3,070	$3,731
PSWB	MAINTENANCE WORKER I	F	$3,572	$4,342
PSVC	MAINTENANCE WORKER II	F	$3,753	$4,562
PSTE	MAINTENANCE WORKER III	F	$4,415	$5,366
PSNA	MAINTENANCE WORKER IV	F	$4,957	$6,026
91VC	MATERIALS TECHNICIAN		$4,055	$4,928
9XV1	MICROFILM TECHNICIAN II-PRJ	F	$3,267	$3,972
VMTB	PUBLIC HEALTH MOBILE CLINIC OP		$3,651	$4,437
PSSE	PW RESOURCES ASSISTANT		$4,494	$5,463
GPWE	RECYCLE CENTER ATTENDANT I	F	$3,067	$3,381
GPVA	RECYCLE CENTER ATTENDANT II	F	$3,485	$3,842
9XWE	REPROGRAPHICS TECH I	F	$2,317	$2,817
9XVD	REPROGRAPHICS TECHNICIAN II	F	$3,393	$4,124
PSWA	ROAD MAINTENANCE CARPENTER		$5,051	$5,569

** Safety Classifications

Teamsters, Local 856
CLASS AND SALARY LISTING
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ATTACHMENT A

GENERAL SERVICES AND MAINTENANCE Unit

			Salary Range	
Job Code	**Class Title**	**Flex Staff (F) / Deep Class (D)**	**From**	**To**
PSWD	ROAD MAINTENANCE CARPENTER AST		$4,415	$4,868
999A	SPECIAL QUALIFICATIONS WORKER		$2,203	$2,678
999F	SPECIAL SVCS WORKER I	F	$2,203	$2,678
999G	SPECIAL SVCS WORKER II	F	$2,533	$3,079
FATE	SR BUILDING INSPECTOR	F	$6,880	$7,585
FRTA	SR BUILDING PLAN CHECKER	F	$5,007	$6,086
PETB	SR COMM EQUIPMENT SPECIALIST		$5,522	$6,712
NXTA	SR GRADING INSPECTOR	F	$6,244	$7,589
PSTD	SR VEGETATION MGMT TECHNICIAN	F	$5,683	$6,266
GWVC	STATIONARY ENGINEER	F	$5,163	$5,692
GWVD	STATIONARY ENG-SYS SPEC I	F	$5,820	$6,416
GWTD	STATIONARY ENG-SYS SPEC II	F	$6,109	$6,735
91VA	STOREKEEPER		$3,698	$4,495
91WC	STOREROOM CLERK		$2,867	$3,485
91W1	STOREROOM CLERK-PROJECT		$2,867	$3,485
PEWK	TELECOM INFRASTRUCTURE SPEC		$5,021	$6,104
PEWL	TELECOM SPECIALIST I	F	$4,019	$4,885
PEVA	TELECOM SPECIALIST II	F	$5,021	$6,104
PSVB	TRAFFIC SIGN COORDINATOR		$4,415	$4,868
GPWC	VEGETATION MANAGEMENT TECH	F	$4,446	$4,901
6YVA	VOCATIONAL INSTRUCTOR - PER DM		$2,876	$5,978
P6WA	WATER QUAL CONT OPR I	F	$4,210	$4,642
P6VB	WATER QUAL CONT OPR II	F	$4,639	$5,115
P6WC	WATER QUAL OPR-IN-TRAINING		$3,464	$4,211
9KW7	WEATHERIZATION/ HM REPAIR SPEC		$3,878	$4,275
GKWA	WINDOW WASHER		$3,147	$3,469
GP9A	WORK PROGRAM AIDE		$1,905	$1,905
GKNA	WORK PROGRAM CREW LEADER	F	$4,625	$5,099

** Safety Classifications

Teamsters, Local 856
CLASS AND SALARY LISTING
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ATTACHMENT A

HEALTH SERVICES Unit

Job Code	Class Title	Flex Staff (F) / Deep Class (D)	Salary Range From	Salary Range To
VFWG	BIOMEDICAL EQUIPMENT TECH I	F	$5,066	$5,586
VFVD	BIOMEDICAL EQUIPMENT TECH II	F	$5,577	$6,149
CW03	CAL WORKS COMMUNITY HLTH WKR I	F	$2,491	$3,028
V8VH	CARDIAC ULTRASONGRPHR-PER DIEM		$10,542	$10,542
V8VG	CARDIAC ULTRASONOGRAPHER		$6,580	$7,998
V8WD	CARDIOLOGY TECHNICIAN I	F	$3,383	$4,112
V8VC	CARDIOLOGY TECHNICIAN II	F	$3,554	$4,320
VBSK	CH HL AND DIS PRV DNT HYG		$4,667	$5,672
VHWA	CLINICAL LAB SCIENTIST I	F	$6,632	$6,632
VHVD	CLINICAL LAB SCIENTIST II	F	$6,941	$8,437
VQTB	CLINICAL PSYCHOLOGIST	D Res # 91/311	$5,179	$7,317
VYSD	CLINICAL/DRUG INFOR COORD		$7,771	$9,918
VKWC	COMMUNITY HEALTH WORKER I	F	$2,916	$3,215
VKVB	COMMUNITY HEALTH WORKER II	F	$3,251	$3,952
VKV1	COMMUNITY HEALTH WORKER II-PRJ	F	$3,251	$3,952
VKW1	COMMUNITY HEALTH WORKER I-PRJ	F	$2,916	$3,215
VKTA	COMMUNITY HEALTH WORKER SPEC		$3,450	$4,194
VFVB	CYTOTECHNOLOGIST		$5,895	$7,166
1KSA	DIETITIAN		$4,521	$5,496
V7WB	DISEASE INTERVENTION TECH		$4,128	$5,017
V7W1	DISEASE INTERVENTION TECH-PRJ		$4,128	$5,017
VQWG	DUAL DIAGNOSIS PROG SPEC		$4,023	$4,890
VQW5	DUAL DIAGNOSIS PROG SPEC-PRJ		$4,023	$4,890
VLKA	ENVIRONMENTAL HLTH SPC TRAINEE	F	$4,653	$5,656
VLWA	ENVIRONMENTAL HLTH SPEC I	F	$5,826	$7,081
VLVA	ENVIRONMENTAL HLTH SPEC II	F	$6,606	$8,030
VL7A	ENVIRONMENTAL HLTH TECHNICIAN		$4,047	$4,919
6CWA	FORENSIC TOXICOLOGIST I	F	$5,683	$6,266
6CVA	FORENSIC TOXICOLOGIST II	F	$6,188	$7,522
6CTA	FORENSIC TOXICOLOGIST III	F	$7,165	$8,709
** V4WF	HAZARDOUS MATERIAL TECH		$4,492	$4,952
** V4WG	HAZARDOUS MATERIALS SPEC I	F	$5,657	$6,876
** V4VC	HAZARDOUS MATERIALS SPEC II	F	$6,628	$8,057
VMWD	HEALTH ED SPECIALIST		$3,825	$4,649
VMW4	HEALTH ED SPECIALIST-PROJECT		$3,825	$4,649
VRHB	HEALTH PLAN MBR SVCS COORD		$4,311	$5,240
V9VE	HEALTH PLAN MEMBER SVCS COUNS		$3,731	$4,535
VCVC	HEALTH PLAN OUTREACH REP		$4,128	$5,155
VCVB	HEALTH PLAN SALES REP		$4,657	$5,661
VHWF	HISTOTECHNICIAN		$4,788	$5,820

** Safety Classifications

Teamsters, Local 856
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ATTACHMENT A

HEALTH SERVICES Unit

Job Code	Class Title	Flex Staff (F) / Deep Class (D)	Salary Range From	Salary Range To
V9WE	HOME ECONOMIST		$4,521	$5,496
V8WC	JUNIOR RADIOLOGIC TECHNOLOGIST	F	$5,403	$6,568
VJWA	LABORATORY TECHNICIAN I	F	$3,226	$3,921
VJVA	LABORATORY TECHNICIAN II	F	$3,423	$4,161
VJTA	LABORATORY TECHNICIAN III	F	$3,558	$4,325
V092	LABORATORY TECHNICIAN-PROJECT		$3,423	$4,161
VMVD	MEDICAL INTERPRETER		$4,091	$4,973
VJTB	MEDICAL LABORATORY TECHNICIAN		$4,639	$5,639
V2WC	MH ACTIVITIES SPECIALIST		$4,354	$5,293
VQSB	MH CLINICAL SPECIALIST	F, D Res # 91/311	$4,695	$6,970
VQS2	MH CLINICAL SPECIALIST-PROJECT	F	$4,594	$6,820
VQ81	MH CLINICAL SPECIALIST-UNLIC-P	F	$4,594	$6,178
VQV3	MH CLINICAL SUPP WKR II - PROJ	F	$3,019	$3,669
VQWE	MH COMMUNITY SUPPORT WKR I	F	$2,753	$3,346
VQVB	MH COMMUNITY SUPPORT WKR II	F	$3,019	$3,669
VQW7	MH COMMUNITY SUPRT WKR I-PROJ	F	$2,753	$3,346
VQSG	MH EMPLOYMENT PLACEMENT SPEC		$4,035	$4,904
VQWD	MH SPECIALIST I	F, D Res # 91/311	$3,772	$5,055
VQVA	MH SPECIALIST II	F, D Res # 91/311	$4,252	$6,009
VQV1	MH SPECIALIST II-PROJECT	F	$4,161	$5,879
VQW4	MH SPECIALIST I-PROJECT	F	$3,691	$4,946
VQWF	MH VOCATIONAL COUNSELOR I	F	$4,779	$5,809
VQVC	MH VOCATIONAL COUNSELOR II	F	$5,382	$6,230
VQV2	MH VOCATIONAL COUNSELOR II-PRJ	F	$5,382	$6,230
VQW6	MH VOCATIONAL COUNSELOR I-PRJ	F	$4,779	$5,809
1K7B	NUTRITION ASSISTANT		$3,393	$4,124
V5VG	OCCUPATIONAL THERAPIST I	F	$5,936	$7,215
V5VH	OCCUPATIONAL THERAPIST II	F	$6,522	$7,927
V5VK	OCCUPATIONAL THERAPIST-PER DM		$8,743	$8,743
VJWB	PATHOLOGY TECHNICIAN		$3,226	$3,921
VMNA	PH LEAD MOBILE CLINIC OPERATOR		$3,833	$4,659
VYWA	PHARMACIST I		$8,370	$9,689
VYTA	PHARMACIST II		$8,093	$10,329
VYWB	PHARMACIST-PER DIEM		$13,068	$13,068
VY9B	PHARMACY TECHNICIAN		$3,323	$4,039
V5VJ	PHYS THERAPIST-PER DIEM		$8,743	$8,743
V5VE	PHYSICAL THERAPIST I	F	$5,936	$7,215
V5VF	PHYSICAL THERAPIST II	F	$6,522	$7,927
V4SE	POLLUTION PREVENTION SPECIALIS		$5,382	$6,542
V9W1	PUB HLTH NUTRNST -PROJ		$4,769	$5,797

** Safety Classifications

Teamsters, Local 856
CLASS AND SALARY LISTING
Effective 7/1/2016

ATTACHMENT A

HEALTH SERVICES Unit

Job Code	Class Title	Flex Staff (F) / Deep Class (D)	Salary Range From	Salary Range To
VMTA	PUBLIC HEALTH LAB TECH-ADV	F	$3,558	$4,325
VMVC	PUBLIC HEALTH LAB TECH-EXP	F	$3,423	$4,161
VMSC	PUBLIC HLTH DENTAL HYGIENIST		$4,286	$5,209
VMS1	PUBLIC HLTH DENTAL HYGIENIST-P		$4,282	$5,204
V0WA	PUBLIC HLTH MICROBIOLOGIST		$5,240	$6,066
V9WB	PUBLIC HLTH NUTRITIONIST		$4,769	$5,797
V5VC	RECREATION THERAPIST		$4,198	$5,102
VIWA	RESP CARE PRACTITIONER I	F	$5,387	$6,548
VIVA	RESP CARE PRACTITIONER II	F	$6,451	$7,841
VIVB	RESP CARE PRACTITIONER-PerDiem		$8,436	$8,436
VSVD	SPEECH PATHOLOGIST		$6,712	$8,158
V5VL	SPEECH PATHOLOGIST-PER DIEM		$7,809	$7,809
VHNA	SR CLINICAL LAB SCIENTIST		$7,558	$9,187
VFVC	SR CYTOTECHNOLOGIST		$6,170	$7,499
V7VB	SR DISEASE INTERVEN TECH	F	$5,012	$6,092
6CTB	SR FORENSIC TOXICOLOGIST		$7,521	$9,142
VMWE	SR HEALTH EDUCATION SPEC		$5,334	$6,484
VMW5	SR HEALTH EDUCATION SPEC-PRJ		$5,334	$6,484
VQTA	SR MENTAL HEALTH COUNSLR	D Res # 91/311	$6,752	$6,752
V0TC	SR PUBLIC HLTH MICROBIOLOGIST		$5,506	$6,692
V9TE	SR PUBLIC HLTH NUTRITION		$5,245	$6,375
V8VA	SR RADIOLOGIC TECHNOLOGIST	F	$6,464	$7,857
VHVC	SUBSTANCE ABUSE COUNSELOR	F	$4,798	$5,832
VHWE	SUBSTANCE ABUSE COUNSELOR TRN	F	$2,830	$3,440
VHV3	SUBSTANCE ABUSE COUNSELOR-PRJ		$4,798	$5,832
VHTC	SUBSTANCE ABUSE LD COUNSELOR		$5,127	$6,232
VHT1	SUBSTANCE ABUSE LD COUNSELOR-P		$5,127	$6,232
V5WF	THERAPY ASSISTANT	F	$4,793	$5,826
V5WH	THERAPY ASSISTANT-PER DIEM		$6,145	$6,145
V8VD	ULTRASOUND TECHNOLOGIST I	F	$7,250	$7,994
V8TB	ULTRASOUND TECHNOLOGIST II	F	$7,200	$8,752
V4WC	VECTOR CONTROL TECHNICIAN		$3,046	$3,702

** Safety Classifications

MEDICAL PLANS
July 1, 2016 through June 30, 2019

Coverage Offered

The County offers the following Plans: Contra Costa Health Plans (CCHP), Kaiser Permanente, Health Net

Co-Pays and Co-Insurance

The health plan Co-Pays and Co-Insurance are as follows:

CCHP A:	$0 Office Visit in the RMC Network $0 Preferred Generic RX $0 Preferred Brand RX $0 Non-Preferred Brand RX
CCHP B:	$0 Office Visit in the RMC Network $5 Office Visit in the CPN Network $3 Preferred Generic RX $3 Preferred Brand RX $3 Non-Preferred Brand RX
KAISER PERMANENTE PLAN A:	$10 Office Visit $10 Preferred Generic RX $20 Preferred Brand RX $20 Non-Preferred Brand RX $10 Emergency Room
KAISER PERMANENTE PLAN B:	$500 Deductible Per Person $1000 Deductible Per Family $20 Office Visit Copay (not subject to deductible) $20 Urgent Care Copay (not subject to deductible) $10 Lab & X-ray Copay (not subject to deductible) $10 Preferred Generic RX $30 Preferred Brand RX $30 Non-Preferred Brand RX 10% Co-Insurance After Deductible for Inpatient Hospital, Outpatient Surgical and Emergency Room $3000/Person and $6000/Family Annual Out of Pocket Maximum

TEAMSTERS 856 TRUST FUND KP HEALTH PLAN:	$0 Office Visit in the Kaiser Permanente Network $0 Inpatient and Outpatient Services $15 Generic/Preferred/Non-Preferred RX $35 Emergency Room Co-Pay (Waived if admitted)
KAISER PERMANENTE HDHP:	$1500 Deductible Per Person $3000 Deductible Per Family 10% Office Visit Coinsurance (After Deductible) 10% Urgent Care Coinsurance (After Deductible) 10% Lab & X-Ray Coinsurance (After Deductible) $10 Generic Rx (After Deductible) $30 Brand-Name Rx (After Deductible) 10% Inpatient Hospitalization Coinsurance (After Deductible) 10% Outpatient Surgery & ER Coinsurance (After Deductible) $3000/Person and $6000/Family Annual Out of Pocket Maximum
HEALTH NET HMO Plan A:	$10 Office Visit $10 Preferred Generic RX $20 Preferred Brand RX $35 Non-Preferred Brand or Generic RX $25 Emergency Room Co-Pay
HEALTH NET HMO Plan B:	$20 Office Visit $50 Urgent Care Visit $1000 Inpatient Hospital Co-pay $500 Out-Patient Surgery Co-pay $100 Emergency Room Co-pay $10 Preferred Brand RX $20 Non-Preferred Brand RX $35 Non-Preferred Brand or Generic RX $2000/Person and $6000/Family Annual Out of Pocket Maximum
HEALTH NET PPO Plan A:	$10 Office Visit in network $5 Preferred Generic RX $5 Preferred Brand RX $5 Non-Preferred Brand or Generic RX $50 Emergency Room Co-Pay + 10% Co-Insurance (Co-Pay waived if admitted)

HEALTH NET PPO Plan B (*):	$500 Deductible Per Person $1500 Deductible Per Family $20 Office Visit in network 80% / 20% For Most In-Network Benefits 60% / 40% For Most Out-of-Network Benefits $10 Preferred Generic RX $20 Preferred Brand RX $35 Non-Preferred Brand or Generic RX $100 Emergency Room Co-Pay + 20% Co-Insurance (Co-Pay waived if admitted)

* This plan will be eliminated for all employees beginning January 1, 2018.

PROJECT POSITIONS

Teamsters, Local 856 and the County have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for employees in project classes which except for the project designation would be represented by Teamsters, Local 856. For example, Community Health Worker I is represented by Teamsters, Local 856, therefore, it has been agreed that Community Health Worker I - Project will also be represented by Teamsters, Local 856.

Other Project classes that are not readily identifiable as properly included in bargaining units represented by Teamsters, Local 856 shall be assigned to bargaining units in accordance with the provisions of Board of Supervisors Resolution 81/1165.

The Union and the County understand that the meet and confer process with respect to the conditions of employment for project classifications is unique and therefore differs from other regular classes represented by Teamsters, Local 856 in the following respects:

1. Project employees are not covered by the Merit System;

2. Project employees may be separated from service at any time without regard to the provisions of this Memorandum of Understanding, without right of appeal or hearing or recourse to the grievance procedure specified herein; and

3. Any provisions of this Memorandum of Understanding which pertains to layoff or seniority are not applicable to project employees.

Special Pays for Permanent-Intermittent Employees

All Units

Type of Pay (Pay Code)	MOU Section
County Overtime (OPT)	Section 7.1
FLSA Overtime (OTF)	None
Hazard Pay (HZ2)	Section 44
Jury Duty-Scheduled Work Day (JRY)	Section 18.H
Longevity (L05)	Section 5
Military Leave (MLX)	Section 17.4
Negotiations Time Off (T03)	Section 4
Shift Differential Pay at 5% (SH2)	Section 10
Sick Leave Hours Taken (SCK, SCK-2BS, SCK-2FS, SCK-2RS, SCK-CAT, SCK-FML)	Section 43
Vacation Hours Taken (VAC, VAC-1, VAC-FML)	Section 43

Unit Specific

1. Attendant-LVN-Aide Unit (Section 54.1)

Type of Pay (Pay Code)	MOU Section	Applicable Job Title(s)	Applicable Assigned Org (Org#)
LVN Weekend Shift Bonus (B25)	54.1.G		
Charge Pay (D47)	54.1.M	1. Licensed Vocational Nurse-PI (VT7G) 2. Psychiatric Technician-PI (VQWB)	Hospital & Clinics (0540)
Stat Call- Code Gray 10% Differential if No Hazard Pay(D91)	54.1.D		Hospital & Clinics (0540)
Stat Call- Code Gray 10% Differential in addition to Hazard Pay (D92)	54.1.D		1. Emergency (6383) 2. Psychiatric Emergency (6381) 3. Psychiatric Unit (6313)
5p.m.-9p.m. Shift Pay 7.5% (SH3)	54.1.C.2		Hospital Nursing Service, incl. Sterile Processing
11p.m.-8a.m. Shift Pay 10% (SH4)	54.1.C.2		Hospital Nursing Service, incl. Sterile Processing

Double Shift Premium (SHC)	54.1.K		
Detention Facility Assignment Pay (HZ3)	54.1.F		1. West County Detention (2580) 2. Martinez Detention (2578) 3. Marsh Creek Detention (2585) 4. Juvenile Hall (3120) 5. Byron Boys Center (3160) 6. Martinez Detention Infirmary (5700) 7. West County Detention Infirmary (5701) 8. Juvenile Hall Nursing (5702) 9. Detention Mental Health Martinez (5710) 10. Detention Mental Health West Co. (5711)

2. General Services and Maintenance Unit (Section 54.2)

Type of Pay (Pay Code)	**MOU Section**	**Applicable Job Title(s)**	**Assigned Org (Org#)**
Relief Cook (B73)	Sec. 54.2.I.8	1. Institutional Services Worker-Generalist (1KVD) 2. Institutional Services Worker-Specialist (1KVE)	CCRMC (6502)
Relief Pay(B97)	Deep Class Res. 88/61512	Institutional Services Worker-Generalist (1KVD)	
Stat Call- Code Gray 10% Differential in addition to Hazard Pay (D92)	54.1.D.		1. Emergency (6383) 2. Psychiatric Emergency (6381) 3. Psychiatric Unit (6313)
Custodian Work Training Juvenile Program (E31)	54.2.D.3.	Custodian I (GK7A)	

Tower Climbing (E70)	54.2.E.	Communications Equipment Specialist (PEWF) Materials Technician (91VC) Telecommunication Specialist I (PEWL) Telecommunications Specialist II (PEVA)	Radio Communications Unit (4285)
Detention Facility Assignment Pay (HZ3)	54.2.D.5.	Classes: Cook (1KWA) Lead Cook (1KTA) Stationary Engineer (GWVC) Detention Services Aide (64WG) Detention Services Worker (64VD) Lead Detention Services Worker (64TB) Custodian I & II (GK7A & GKWB) Institutional Services Aide (1KWC) Institutional Services Worker-generalist (1KVD) Institutional Services Worker-Lead (1KVF)	1. West County Detention (2580) 2. Martinez Detention (2578) 3. Marsh Creek Detention (2585) 4. Juvenile Hall (3120) 5. Byron Boys Center (3160) 6. Martinez Detention Infirmary (5700) 7. West County Detention Infirmary (5701) 8. Juvenile Hall Nursing (5702) 9. Detention Mental Health Martinez (5710) 10. Detention Mental Health West Co. (5711)

3. Health Services Unit (Section 54.3)

Type of Pay (Pay Code)	**MOU Section**	**Applicable Job Title(s)**	**Assigned Org (Org#)**
MH Weekend Shift Bonus (B15)	54.3.F.3.	1. MH Activities Specialist (V2WC) 2. MH Clinical Specialist (VQSB) 3. MH Clinical Specialist-Project (VQS2) 4. MH Clinical Specialist-Unlic.-Project (VQ81) 5. MH Community Support Worker I, II (VQWE, VQVB) 6. MH Community Support	

		Worker I-Project (VQW7) 7. MH Employment Placement Specialist (VQSG) 8. MH Specialist I, II (VQWD, VQVA) 9. MH Specialist I,II-Project (VQV1, VQW4) 10. MH Vocational Counselor I, II (VQWF, VQVC) 11. MH Vocational Counselor I,II-Project (VQW6, VQV2)	
Clinical Lab Charge Pay (D43)	54.3.D.	Clinical Lab Scientist II (VHVD)	
Special Procedure Pay-Angiogram (D51)	54.3.I.3.	1. Sr. Radiologic Technologist (V8VA) 2. Jr. Radiologic Technologist (V8WC) 3. Ultrasound Technologist I, II (V8VD, V8TB)	
Special Procedure Pay-Mammogram & CT Scan (D52)	54.3.I.2.	1. Sr. Radiologic Technologist (V8VA) 2. Jr. Radiologic Technologist (V8WC)	
MH Assigned Lead (E18)	54.3.F.4.	1. MH Specialist II (VQVA) 2. Sr. Mental Health Counselor (VQTA) 3. Clinical Psychologist (VQTB) 4. MH Clinical Specialist (VQSB)	
Cardio Pulmonary On Call (N17)	54.3.H.3	1. Respiratory Care Practitioner I, II (VIWA, VIVA) 2. Cardiac Ultrasonographer (V8VG)	
On Call (N15)	9, 54.3.I.	1. Ultrasound Technologist I, II (V8VD,V8TB) 2. Radiologic Technologist. Sr. & Jr. (V8VA, V8WC)	
Call Back (N35)	8, 54.3	1. Respiratory Care Practitioner I, II (VIWA, VIVA)	

		2. Cardiac Ultrasonographer (V8VG) 3. Ultrasound Technologist I, II (V8VD,V8TB) 4. Radiologic Technologist. Sr. & Jr. (V8VA, V8WC)	
Shift Differential Pay at 10% (SNS)	54.3.H.4	Respiratory Care Practitioner I, II (VIWA, VIVA)	
HS Unit Education Leave Hours (T06)	54.3 (various)		

Special Pays for Temporary Employees

All Units

Type of Pay (Pay Code)	MOU Section
County Overtime (OPT)	Sec. 7.1
FLSA Overtime (OTF)	None
Hazard Pay (HZ2)	Section 44
Paid Time Off (PTO, PTO-FML))	Section 49.5
Shift Differential Pay at 5% (SH2)	Sec. 10

Unit Specific

1. Attendant-LVN-Aide Unit (Section 54.1)

Type of Pay (Pay Code)	MOU Section	Applicable Job Title(s)	Applicable Assigned Org (Org#)
5p.m.-9p.m. Shift Pay 7.5% (SH3)	54.1.C.2		Hospital Nursing Service, incl. Sterile Processing
11p.m.-8a.m. Shift Pay 10% (SH4)	54.1.C.2		Hospital Nursing Service, incl. Sterile Processing
Double Shift Premium (SHC)	54.1.K		

2. Health Services Unit (Section 54.3)

Type of Pay (Pay Code)	MOU Section	Applicable Job Title(s)	Assigned Org (Org#)
Shift Differential Pay at 10% (SNS)	54.3.H.4	Respiratory Care Practitioner I, II (VIWA, VIVA)	
Cardio Pulmonary On Call (N17)	54.3.H.3	1. Respiratory Care Practitioner I, II (VIWA, VIVA) 2. Cardiac Ultrasonographer (V8VG)	
On Call (N15)	9, 54.3.I.	1. Ultrasound Technologist I, II (V8VD,V8TB) 2. Radiologic Technologist. Sr. & Jr. (V8VA, V8WC)	
Call Back (N35)	8, 54.3	1. Respiratory Care Practitioner I, II (VIWA, VIVA) 2. Cardiac Ultrasonographer (V8VG) 3. Ultrasound Technologist I, II (V8VD,V8TB) 4. Radiologic Technologist. Sr. & Jr. (V8VA, V8WC)	

Special Pays for Per Diem Employees

All Units

Type of Pay (Pay Code)	MOU Section
County Overtime (OPT)	Section 7.1
FLSA Overtime (OTF)	None
Shift Differential Pay at 5% (SH2)	Section 10

Unit Specific

1. Attendant-LVN-Aide Unit (Section 54.1)

Type of Pay (Pay Code)	MOU Section	Applicable Job Title(s)	Applicable Assigned Org (Org#)
5p.m.-9p.m. Shift Pay 7.5% (SH3)	54.1.C.2.		Hospital Nursing Service, incl. Sterile Processing
11p.m.-8a.m. Shift Pay 10% (SH4)	54.1.C.2.		Hospital Nursing Service, incl. Sterile Processing
Double Shift Premium (SHC)	54.1.K.		
Hazard Pay (HZ2)	44		1. Conservatorship (0451) 2. Inmate Library Services (2490) 3. Detention Transportation (2575) 4. County Parole Program (2577) 5. Martinez Detention (2578) 6. West County Detention (2580) 7. Marsh Creek Detention (2585) 8. AB109 Program (2588) 9. Martinez Detention Infirmary (5700) 10. West County Detention Infirmary (5701) 11. Juvenile Hall Nursing (5702) 12. Detention Mental Health Martinez (5710) 13. Detention Mental Health West County (5711) 14. Youth Mental Health (5951) 15. West County Adult Mental Health (5974) 16. Psychiatric Unit (6313)

			17. Psychiatric Emergency (6381) 18. Emergency (6383) 19. Hospital Admission Martinez (6553) 20. Outpatient Registration (6570)

2. General Services and Maintenance Unit (Section 54.2)

Type of Pay (Pay Code)	MOU Section	Applicable Job Title(s)	Assigned Org (Org#)
Hazard Pay (HZ2)	44		1. Conservatorship (0451) 2. Inmate Library Services (2490) 3. Detention Transportation (2575) 4. County Parole Program (2577) 5. Martinez Detention (2578) 6. West County Detention (2580) 7. Marsh Creek Detention (2585) 8. AB109 Program (2588) 9. Martinez Detention Infirmary (5700) 10. West County Detention Infirmary (5701) 11. Juvenile Hall Nursing (5702) 12. Detention Mental Health Martinez (5710) 13. Detention Mental Health West County (5711) 14. Youth Mental Health (5951) 15. West County Adult Mental Health (5974) 16. Psychiatric Unit (6313) 17. Psychiatric Emergency (6381) 18. Emergency (6383) 19. Hospital Admission Martinez (6553) 20. Outpatient Registration (6570)

3. Health Services Unit (Section 54.3)

Type of Pay (Pay Code)	MOU Section	Applicable Job Title(s)	Assigned Org (Org#)
Shift Differential Pay at 10% (SNS)	54.3.H.4.	Respiratory Care Practitioner I, II (VIWA, VIVA)	
Cardio Pulmonary On Call (N17)	54.3.H.3	1. Respiratory Care Practitioner I, II (VIWA, VIVA) 2. Cardiac Ultrasonographer (V8VG)	
On Call (N15)	9, 54.3.I.	1. Ultrasound Technologist I, II (V8VD,V8TB) 2. Radiologic Technologist. Sr. & Jr. (V8VA, V8WC)	
Call Back (N35)	8, 54.3	1. Respiratory Care Practitioner I, II (VIWA, VIVA) 2. Cardiac Ultrasonographer (V8VG) 3. Ultrasound Technologist I, II (V8VD,V8TB) 4. Radiologic Technologist. Sr. & Jr. (V8VA, V8WC)	
Hazard Pay (HZ2)	44		1. Conservatorship (0451) 2. Inmate Library Services (2490) 3. Detention Transportation (2575) 4. County Parole Program (2577) 5. Martinez Detention (2578) 6. West County Detention (2580) 7. Marsh Creek Detention (2585) 8. AB109 Program (2588) 9. Martinez Detention Infirmary (5700) 10. West County Detention Infirmary (5701) 11. Juvenile Hall Nursing (5702) 12. Detention Mental Health Martinez (5710) 13. Detention Mental Health West County (5711) 14. Youth Mental Health (5951) 15. West County Adult Mental Health (5974)

			16. Psychiatric Unit (6313) 17. Psychiatric Emergency (6381) 18. Emergency (6383) 19. Hospital Admission Martinez (6553) 20. Outpatient Registration (6570)

ATTACHMENT G

HEALTH SERVICES ASSIGNMENT/SHIFT PROCESS REOPENER

Upon request of the Union, during the term of this MOU, the County agrees to meet with the Union to explore the feasibility of implementing a process for the Health Services Department to 1) offer permanent employees the opportunity to request a change in assignment and/or shift when the Department has a need to fill an assignment and/or shift before using a temporary or per diem employee or registry staff to fill the assignment and/or shift, and 2) consider a temporary employee's length of employment in the Department when using a temporary employee to fill an assignment and/or shift.

SIDE LETTER
(Public Service Officers/Rangers)

Effective upon signing and continuing until cancelled, amended in writing and signed by both parties or the termination of employment of all of the individuals identified below as a Public Service Officer, this Side Letter is entered into by and between Public Employees Union, Local One ("Local One") and Contra Costa County ("County").

Local One and the County have met and conferred about the County's desire to replace, through attrition, Public Services Officers ("PSOs") with Sheriff's Rangers ("Rangers"). As a result of the meet and confer, the parties have agreed as follows:

1. Each current PSO, Julie Ambriz, Christopher M. Fisco, Anthony Franchi, Tambra Gutierrez, Charles S. Lowary, Kenneth Randall, Henry Smith, Jr., and John Ward, will continue to work for the County as a PSO until he/she retires, voluntarily resigns, voluntarily accepts another position within the County or is terminated for cause pursuant to the Memorandum of Understanding between Local One and the County and/or the Personnel Management Regulations.

2. The County may replace a PSO who retires, voluntarily resigns, accepts another position or is terminated for cause with a Sheriff's Ranger.

3. No PSO will be laid off unless all Rangers assigned to EHSD other than one assigned to the North Richmond Service Integration Team site located at 1535D Third Street have either been laid off or reassigned to an assignment not at EHSD.

4. PSOs shall be rehired from the layoff list before any Ranger is recall or reassigned to an EHSD site.

5. If a position occupied by a PSO or a Ranger assigned to the Employment and Human Services Department other than the position at the North Richmond Service Integration Team site located at 1535D Third St. becomes vacant during the term of this Side Letter, and one or more PSOs bids for it the position will be awarded to a PSO. If more than one PSO bids for the position the bid will be awarded pursuant to Section 22.4 of the Local #1 MOU except that if two PSOs bid one of the two will be awarded the position.

6. The bidding for vacant positions described in paragraph 5 above, will not include the North Richmond Service Integration Team site located at 1535D Third Street.

7. The work schedule for any vacancy described in paragraphs 5 and 6 above is within the unfettered discretion of the County.

8. All of the provisions set forth in paragraphs 1 through 6 above shall apply only to the individuals identified in paragraph 1 above.

9. To the extent that the provisions of this Side Letter are in conflict with any applicable MOU, the provisions of this Side Letter shall control.

FOR LOCAL ONE	FOR THE COUNTY
	Judy Dias

SIDE LETTER

Cardiac Ultrasonographer - Per Diem and Pharmacist - Per Diem

This Side Letter is by and between Public Employees Union, Local One ("Local One") and the County of Contra Costa ("County") and is effective on April 1, 2010, only after it is approved by the Board of Supervisors.

This Side Letter applies only to the classifications of Cardiac Ultrasonographer - Per Diem and Pharmacist - Per Diem.

With regard to the classifications of Cardiac Ultrasonographer - Per Diem and Pharmacist - Per Diem, Local One and County agree that each incumbent in these two classes who is **not** a retiree of Contra Costa County, may work no more than 680 hours in a calendar year and each incumbent who **is** a retiree of Contra Costa County, may work no more than 960 hours in a calendar year. Additionally, the parties agree that these same incumbents may only work under the following conditions:

1. To cover for a permanent employee who is absent from work;

2. When there is a temporary need for additional staffing due to an increase in the patient census or other increases in patient services, or when there is a special assignment or project in preparation for, or as a result of, regulatory audits/mandates; or

3. When there is a vacant position and the County is actively recruiting to fill it. (The hourly limits of 680 and 960, set forth above, do not apply to incumbents who are working under this third condition.)

The parties agree that the incumbent Cardiac Ultrasonographer - Per Diem, Ms. Cynthia Lai, may continue to work her current schedule.

The County will offer work to County employees, including Per Diem employees, before it uses a registry, provided the County employee has the appropriate experience and expertise for the specific assignment.

The terms of this Side Letter will be incorporated into the next MOU between the County and Local One.

LOCAL ONE:

Roland Katz
Supervising Business Agent

COUNTY:

Ted Cwiek
Human Resources Director

H:\PER B\Local 1 Cardiac Ultrasonographer Per Diem\Side Letter Cardiac Ultrasonographer & Pharmacist 4 6 10.wpd

SIDE LETTER
Physical Therapist-Per Diem and Occupational Therapist-Per Diem

This Side Letter is by and between Public Employees Union, Local One ("Local One") and the County of Contra Costa ("County") and is effective on the date it is adopted by the Board of Supervisors.

This Side Letter applies only to the classifications of Physical Therapist-Per Diem and Occupational Therapist-Per Diem.

Employees in the classifications of Physical Therapist-Per Diem and Occupational Therapist-Per Diem may work only under the following conditions:

1. To cover for a permanent employee who is on a leave of absence from work;

2. To cover for a permanent employee who is absent from work, not on a leave of absence, and using accruals such as vacation, sick leave, personal holiday, and the like, but not to exceed 680 hours annually per employee;

3. To cover weekends and/or holidays;

4. When there is a temporary need for additional staffing due to an increase in the patient census or other increases in patient services, or when there is a special assignment or project in preparation for, or as a result of, regulatory audits/mandates, but not to exceed 680 hours annually per employee; or

5. When there is a vacant position and the County is actively recruiting to fill it.

6. When there is a temporary need for additional staffing to backfill a position that is assigned to a special project that will exceed 680 hours in a year, e.g. the EPIC project.

The parties agree that the following employees in the classifications of Physical Therapist-Per Diem (PT-pd) and Occupational Therapist-Per Diem (OT-pd) may continue to work their current schedules, as follows:

Employee	Classification	Current Schedule
1. Hector Oksenendler	PT-pd	Tuesdays and Thursdays (10 hrs per day)
2. Vicki Ross	OT-pd	Tuesdays and Wednesdays (10 hrs per day)

3. Patrice Perlin	OT-pd	2 weekend days and one Monday per month
4. Judith Miller-Yamada	PT-pd	One weekday and one Thursday per month
5. Zelda Hood	OT-pd	Every Friday and one weekend day per month
6. Yvonne Tweeten	OT-pd	Two or three Fridays per month
7. Mila Rodgers	PT-pd	Tuesdays and Thursdays (5 hrs per day)

The County will offer work to County employees, including Per Diem employees, before it uses a registry, provided the County employee has the appropriate experience and expertise for the specific assignment.

Permanent employees who work in the Division of Hospital and Health Centers will be required to work on weekends only after there is an insufficient number of per diem employees who volunteer to work. The "CCRMC Rehabilitation Therapy Services Occupational/Physical Therapist and Therapist Aide Weekend Rotation Schedule" agreement signed on December 22, 1999 will remain in full force and effect.

The terms of this Side Letter will be incorporated into the next MOU between the County and Local One.

LOCAL ONE:

Roland Katz
Supervising Business Agent

COUNTY:

Ted Cwiek
Human Resources Director

H:\PER B\Local 1 Cardiac Ultrasonographer Per Diem\Side Letter PT & OT per diems 4 21 2011.wpd

ATTACHMENT K

TEAMSTERS' DRIVE PROGRAM

The County will provide payroll deductions for those members who voluntarily elect to participate in the Teamster DRIVE program (civic engagement for voter registration and political education).

ATTACHMENT L

WILLIAM B. WALKER, M.D.
HEALTH SERVICES DIRECTOR
SHELLEY PIGHIN
PERSONNEL OFFICER

PERSONNEL SERVICES

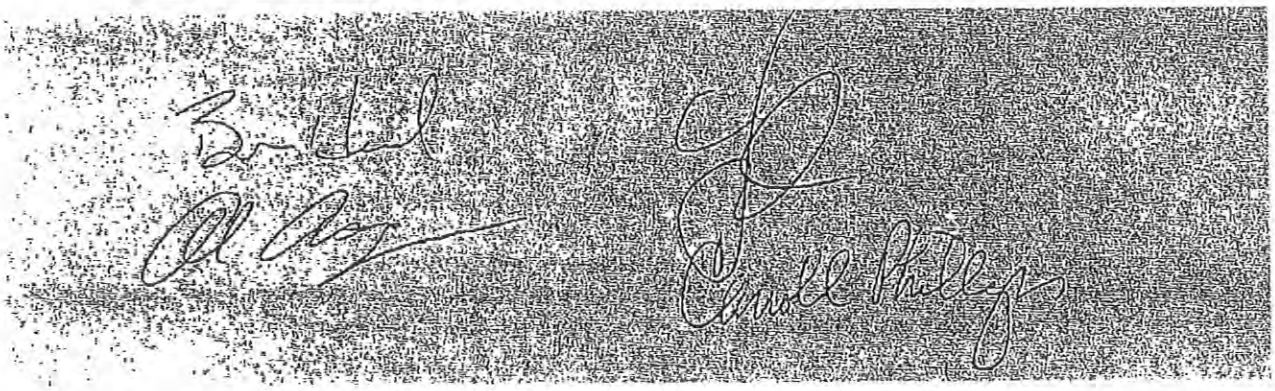
1320 Arnold Drive, Suite 261
Martinez, California
94553-6537
Ph (925) 957-5240
Fax (925) 957-5260

ISW Reassignments/Bids
August 31, 2006

The County shall post a bid by Department for any position in the ISW series for which the incumbent has provided written documentation that he/she will be on a leave of six (6) months or more. The notice shall include all the information set forth in the MOU regarding the bidding process and shall state that the assignment is temporary. Interested employees shall submit a bid notice and the position shall be temporarily filled using the Rule of Three. If the position subsequently becomes vacant, it will be filled following the bidding process outlined in the MOU.

Date: September 13, 2006

FOR THE COUNTY: **FOR PEU LOCAL 1:**



GENERAL SERVICES DEPARTMENT
1220 Morello Avenue, Suite 200
Martinez, California
Extension 3-7100
FAX 3-7108

DATE: March 7, 2001

TO: Arlyn Erdman, Local 1 Business Agent

FROM: Karen Eckerson, Administrative Services Assistant III

SUBJECT: Implementation Agreement for Class B Physical Examinations

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This is to confirm the understanding we have reached regarding payment by the General Services Department for physical examinations for employees who are required to have Class B driver's licenses.

- Employees, who must maintain a Class B driver's license for their positions, may have the physical examination required for the license performed at Occupational Health Services at the expense of the General Services Department. Employees who choose to have their own doctors perform the examination must pay for these services themselves.

- The General Services Department will allow employees to undergo required physical examinations during the workday at a time mutually agreed upon by the employee and supervisor.

- If the employee does not receive certification for the license at the first examination, the General Services Department will pay for a follow up examination, at Occupational Health Services, to obtain the certification. The employee will assume financial responsibility for any medical treatment required to obtain certification.

- The General Services Department will pay for claims for Class B driver's license physical examinations (that meet the criteria outlined above) submitted on an Expense Demand form, with receipt, up to six months retroactive from the first date of our discussion, December 14, 2000.

If this understanding reflects our agreement, as you understand it, please sign below to indicate your acceptance.

Arlyn Erdman

ATTACHMENT N

Contra Costa County

Human Resources Department

Administration Building
651 Pine Street, Third Floor
Martinez, CA 94553-1292
(925) 335-1770

Lori Gentles
Assistant County Administrator
Director of Human Resources

October 2, 2007

Letter of Agreement

Contracting for Services from Rehabilitation Programs

The County may enter into a contract with nonprofit organizations pursuant to County Administrative Bulletin No. 612.0, adopted on October 2, 2007, for purposes of performing work presently performed by private contractors. Except as stated in the previous sentence, the County shall not enter into a contract with a nonprofit organization, pursuant to the Administrative Bulletin to perform the type and kind of work performed by Local One's represented employees.

For Public Employees Union Local One		*For Contra Costa County*	
Signature	10.25.07 Date	Signature	10-18-07 Date

ATTACHMENT O

SIDE LETTER AGREEMENT
HOLIDAY COVERAGE AT REGIONAL MEDICAL CENTER
FEBRUARY, 1999

Contra Costa Regional Medical Center has requested 24-hour Stationary Engineer coverage for County holidays. To try to ensure adequate coverage and to be fair and consistent in determining how coverage is provided, the following procedure is being implemented.

1. At least 30 days prior to a County holiday, the Facilities Maintenance Manager or designee will circulate/post a request for holiday coverage of a least one Engineer for each of three shifts: day, swing and graveyard.

2. Employees will be selected in seniority order if more than one permanent Engineer signs up for any shift.

3. If all shifts cannot be covered voluntarily, then inverse seniority will be used to fill any remaining shifts. If there are "ties" among Engineers for lowest seniority, then a "random" selection will be made (e.g. drawing numbers).

4. An exception to the above will be used to cover the following four holidays: Thanksgiving and Friday following, Christmas and New Years. These four holidays will be posted at the same time each year to allow for a more equitable distribution of required overtime. Any shifts which cannot be filled on a voluntary basis will be filled using either temporary staff or permanent staff in inverse seniority order. For example, if there are five shifts to be filled, then the five least senior staff will be put into the pool, and a random selection made such that each of them will fill one shift.

5. Nothing herein precludes any Stationary Engineer or Lead Stationary Engineer, temporary or permanent staff from volunteering for shifts. It will be the decision of management as to the appropriateness of paying overtime, using temporaries, staff from downtown assignments and/or Lead staff to fill shifts.

6. Management reserves the right to make changes to this agreement as may be necessary due to staffing issues, budgetary constraints, Health Services Department service needs or other operational issues. Should changes be necessary, management agrees to meet and confer with Local No. 1 on the implemetation of those changes.

If the foregoing conforms with your understanding, please indicate your acceptance in the space provided below.

Contra Costa County
Employees' Assoc. Local No. 1

4-20-99
Date

Michael Brown
General Services Dept.

4/18/99
Date

COUNTY PROPOSAL NO. 4
2005 County –Local One Negotiations
Presented: August 10, 2006

Side Letter:

PUBLIC EMPLOYEES UNION LOCAL # 1
ATTENDANT-LVN-AIDE UNIT PROPOSAL
AUGUST 10, 2006

Attendant-LVN-Aide Unit Career Advancement Program
The Health Services Department will establish a career advancement program for Certified Nursing Assistants, Certified Medical Assistants, Licensed Vocational Nurse and Psychiatric Technicians for the purpose of obtaining a license in the classification of Psychiatric Technician, License Vocational Nurse or Registered Nurse. The County will provide employees who are enrolled in an approved education program to obtain such a license with an amount of money to be determined to help pay for tuition or other fees for such a program. The County will forgive repayment of the money advanced if the employee is employed by the County in the classification for which the employee obtains the license. The forgiveness will be on a graduated scale based upon the amount of time the employee is employed by the County in the classification for which the employee obtains the license.

The parties shall meet regarding the implementation of this program no later than October 1, 2006.

Date: August 10, 2006

FOR THE COUNTY:

Dorotti McCollum

FOR THE LOCAL ONE:

Bonnie Lopez

Contra
Costa
County

Public Works Department

Maintenance Division
2475 Waterbird Way
Martinez, California 94553-1457
FAX: (510) 313-7014
Telephone: (510) 313-7000

J. Michael Walford
Public Works Director

Milton F. Kubicek
Deputy – Engineering

Patricia R. McNamee
Deputy – Operations

Maurice M. Shiu
Deputy – Transportation

S. Clifford Hansen
Deputy – Administration

CCC-HR SEP 26 '96 PM 4:07

September 10, 1996

Mr. Henry Clarke
Contra Costa County Employees Assoc.
Local #1
P.O. Box 222
Martinez, CA 94553

Dear Mr. Clarke:

The purpose of this letter is to affirm an understanding reached between the Public Works Department and Contra Costa County Employees' Association, Local #1, regarding continuing education requirements for individuals in the classifications of Vegetation Management Technician and Senior Vegetation Management Technician. This letter will replace the side letter of July 30, 1992, to the existing Memorandum of Understanding between Contra Costa County and Contra Costa County Employees Association, Local #1.

On August 7, 1996, the following understanding was reached:

The Public Works Department agrees that the present continuing education requirements for licenses/certificates required as minimum qualifications for the classifications of Vegetation Management Technician and Senior Vegetation Management Technician, will be satisfied on County time and at County expense.

Individuals in the classifications of Vegetation Management Technician and Senior Vegetation Management Technician will receive 40 hours of continuing education within each two-year certificate period.

The choice of which courses, conferences or seminars employees will attend will be the sole prerogative of management. For all programs that run for more than one day and are outside a 50-land-mile radius of the Martinez Corporation Yard, the employees will be provided with overnight accommodations, provided there are morning and/or evening educational events, scheduled outside the employees normal 10 hour work day. The employees agree to accept the overnight accommodations in lieu of County paid overtime for any events attended and/or travel time outside the 10-hour work day.

Mr. Clarke
September 10, 1996
Page Two

If the foregoing confirms your understanding of the agreement we reached on August 7, 1996, please indicate your approval and acceptance in the space provided below.

CONTRA COSTA COUNTY EMPLOYEES ASSOCIATION, LOCAL NO. 1

BY: Henry L. Clarke

DATE: 9/12/96

BY: James S. Calhoun

DATE: 9-12-96

CONTRA COSTA COUNTY HUMAN RESOURCES

BY: Kathy Ito

DATE: 9/25/96

CONTRA COSTA COUNTY PUBLIC WORKS DEPARTMENT

BY: A. Clifford Kinn

DATE: September 24, 1996

If you have any questions regarding this issue please call me at (510) 313-7010.

Very truly yours,

Margaret Lehre

Margaret Lehre
Administrative Services Assistant III
Administration Division

MLjpc
clarke.ts

cc: Administrative Services
K. Ito, Labor Relations
G. Connaughton, Maint.
B. Porter, Maint.

ATTACHMENT R

SIDE LETTER
(Guardian Security Contract)

Effective on September 18, 2008, and continuing until cancelled or amended in writing and signed by both parties, this Side Letter is entered into by and between Public Employees Union Local No. 1 ("Local No. 1") and Contra Costa County ("County").

Local No. 1 and the County have met and conferred over the County's decision to enter into a contract with Guardian Security Services ("Guardian") to perform certain work of the type and kind performed by employees represented by Local No. 1 and assigned to the Attendant-LVN-Aide Unit, specifically Public Service Officers ("PSOs") who work at Employment and Human Services Department sites, other than Community Services Bureau ("CSB") sites. The contract between the County and Guardian for 2008-2009 will also cover services provided by Guardian at CSB sites that heretofore had been covered by another contract. As a result of the meet and confer, the parties have agreed as follows:

The County may only use Guardian personnel to fill in for PSO absences at sites, other than CSB sites, and may only do so if no PSO is available to perform that work.

This agreement does not preclude the County from continuing to use Guardian personnel at CSB sites as it has used them under previous contracts with Guardian.

Date Signed: 9/18/08

FOR LOCAL No. 1

FOR THE COUNTY

Contra Costa Regional Medical Center Rehabilitation Therapy Services
Occupational/Physical Therapist and Therapist Aide Weekend Rotation Schedule
Six-Month Review
Initial Implementation Date: February 1, 2000

The current community standard for the provision of rehabilitation services is at minimum six days per week, and increasingly seven days. The philosophy behind these expanded services is to expedite the time in which therapies are initiated, in particular to patients whose recovery and subsequent discharge will also be expedited. In order to maintain a competitive position in the Contra Costa County service delivery area, it is necessary for the Rehabilitation Therapy Services Department to make a similar expansion of services. Recently, the influence of Managed Care and Critical Pathways have further necessitated the need for full service availability seven days per week.

Spatial constraints within the Martinez, Richmond and Pittsburg Health Centers have necessitated the addition of expanded hours. Martinez currently offers Outpatient Physical Therapy 7:00 am to 7:00 p.m. Service needs may include the expansion of similar hours during the evenings in which the Health Centers are open.

The following proposal is made in consideration of both staff and patient needs. All attempts will be made to implement changes equally for OT and PT, as possible.

All attempts will be made to maximize utilization of staff members who are interested in volunteering to work the expanded hours. Efforts will be made to hire additional staff, as available and authorized.

WEEKENDS

1. Weekend coverage may consist of Saturday and/or Sunday.

2. Core weekend staffing for inpatient medical-service coverage will consist of one PT, one OT and one Therapist Aide. The exception is a second PT on Saturday. Inpatient psychiatric coverage will consist of one OT and one Therapist Aide Saturday and Sunday.

3. All clinically competent permanent inpatient and outpatient therapy staff will be included in a weekend coverage rotation. All future permanent applicants will be informed of this expectation. Per diem therapists, who are competent and interested in weekend hours, will be recruited as authorized to reduce the frequency of, or eliminate permanent staff weekend rotations.

4. The rotation schedule will never result in a permanent employee being scheduled for more than two weekend days per four week period, however, employees may exercise the option to work contiguous weekend days.

5. A three-month (twelve week) rotation schedule for permanent staff will be established no later than thirty (30) days before the start of a rotation. Per Diem staff who desire to work

additional weekend hours will be scheduled into the rotation schedule. Permanent staff will have the ability to indicate weekends they don't wish to work, and reasonable attempts will be made to accommodate these preferences.

6. Full-time staff members who work Saturday or Sunday **may request** a scheduled day off during the same pay week. Whenever possible, contiguous days off will be allowed, unless precluded by payroll requirements or staffing emergencies. All requests for days off will be coordinated and approved by the Rehabilitation Therapy Services Assistant Director in advance of the day worked.

7. Requests for additional time off will be handled via the Advance Request for Time Off forms. Once scheduled, a therapist will be required to work. If a therapist requests additional time off, which includes Saturday or Sunday for which s/he has already been scheduled, it is his/her responsibility to find a replacement and communicate any "trades" with his/her supervisor. The supervisor is responsible to confirm the trade in writing to both parties. The supervisor will not schedule a therapist to work a Saturday or Sunday when days off immediately preceding or following that weekend are already approved.

8. When a therapist is scheduled to work a Saturday or Sunday which is part of a county holiday (three day) weekend, efforts will be made to allow the therapist the same number of contiguous days off within the same pay week. Scheduling will be made by taking employee preferences, as well as staffing levels, into consideration.

9. Efforts will be made to establish a consistent pool of employees to fill weekend schedule openings. A rotational on-call schedule for permanent staff will be established when necessary in the three-month rotation schedule. Scheduled on-call staff will receive on-call pay in accordance with Local One MOU section 9. Weekend on-call hours are the four (4) hours between 7:00 am through 11:00 am, unless agreed otherwise.

10. In the event of staff illness, the staff member will contact the Assistant Director or designated replacement supervisor. The director/supervisor will notify the on-call staff member of the need to fill the assigned shift.

11. In emergency circumstances, the supervisor can implement a mutually agreeable modified treatment schedule with the employee providing that coverage. Overtime will be authorized when necessary.

12. A prioritization list will be utilized to assist therapists in their efforts to coordinate treatment. These priorities will be developed by the supervisor with staff input, and will be shared with medical and nursing personnel.

CCCRMC Rehabilitation Therapy Services
Occupation/Physical Therapist and Therapist Aide Weekend Rotation Schedule
Six-Month Review

EVENINGS

1. Patient waiting lists and available evening Health Center hours may result in the need for evening staffing assignments.

2. Assignments will initially be limited to current Rehabilitation Clinic Locations, Richmond and Pittsburg. Should services be expanded to additional ambulatory care sites which necessitate evening hours, the department will meet and confer as required regarding staff assignments/hours.

3. A rotation of all clinically competent staff will be utilized while permanent voluntary staffing is pursued.

Signatures below acknowledge acceptance of the agreement

7/11/2000
Bill Schlant, Lead Business Agent — Date
CCC Employees Association, Local One

7-10-00
Dana Terrill, Personnel Services Assistant — Date
Contra Costa County Health Services

Weekend OTPT Staffing

ATTACHMENT T

The Board of Supervisors

Tom Powers, 1st District
Nancy C. Fahden, 2nd District
Robert I. Schroder, 3rd District
Sunne Wright McPeak, 4th District
John Torlakson, 5th District

County Administrator

Phil Batchelor
County Administrator

Contra Costa County

Health Services Department

OFFICE OF THE DIRECTOR

Mark Finucane, Director

Administrative Offices,
20 Allen Street
Martinez, California 94553

Phone: (415) _____
Fax: (415) 370-5098

May 16, 1991

Henry L. Clarke
General Manager
Contra Costa County
Employees Association Local #1
P. O. Box 222
Martinez, CA 94553

Dear Mr. Clarke,

This letter confirms the understandings reached in our meetings and approved by your membership regarding disbanding the Mental Health Treatment Specialist deep class.

I. The following classifications will be created subject to approval by the Board of Supervisors, effective May 1, 1991. Concurrent with approval of these classes, the Mental Health Treatment Specialist deep class will be abandoned and clinical specialty flags deleted.

A. Mental Health Specialist I: This class requires a baccalaureate degree and no license. This class will be allocated to an extended salary range with steps 5% apart. The top step of this class will be equal to the flat rate salary of the Senior Mental Health Worker class.

B. Mental Health Specialist II: This class requires a Master's degree and no license. Current incumbents of the Mental Health Treatment Specialist B level who do not possess a master's degree will have access to this class through a substitution pattern as described in the draft specifications. Incumbents of the class of Senior Mental Health Worker who obtain a baccalaureate degree on or before January 1, 1993 will be eligible for reallocation to this class through the same substitution pattern. This class will be allocated to an extended salary range with steps

A-245 (10/90)

2-1/2% apart. The top step of the class will be equal to the top step of the current Mental Health Treatment Specialist B level.

C. Senior Mental Health Counselor: This class is a terminal class of which the four unlicensed Mental Health Treatment Specialist C level incumbents will be the sole incumbents. This class will be allocated to a flat rate equivalent to the top step of the Mental Health Treatment Specialist deep class.

D. Mental Health Clinical Specialist: This class requires licensure, either MFCC or LCSW. This class will be allocated to an extended salary range with steps 2 1/2% apart. The top step of this class will be equivalent to the top step of the Mental Health Treatment Specialist deep class.

E. Clinical Psychologist: This class requires licensure as a psychologist. This class will be an extended salary range with steps 2 1/2% apart. The top step of this class will be 5% above the top step of the Mental Health Clinical Specialist.

II. Incumbents of either the Mental Health Clinical Specialist or Clinical Psychologist classes may be designated as unit leaders on units which provide twenty-four hour coverage, including the detention facilities. Unit leader assignments shall be at the sole discretion of the Division Director. Duties of the unit leaders are described in the class specifications. Unit leaders will receive a differential of 3% of their base salary until such time as the unit leader assignment terminates. Unit leaders will continue to receive the 3% pay differential during the first thirty (30) calender days of each absence for paid vacation, paid sick leave period, paid disability or other paid leave.

III. Upon approval of these classes by the Board of Supervisors, each incumbent of the Mental Health Treatment Specialist deep class will be reallocated as follows: unlicensed Mental Health Treatment Specialist B level incumbents will be reallocated to the class of Mental Health Specialist II; unlicensed Mental Health Treatment Specialist C level incumbents will be reallocated to the class of Senior Mental Health Counselor; licensed (MFCC or LCSW) incumbents of Mental Health Treatment Specialist B and C level will be reallocated to the class of Mental Health Clinical Specialist; and licensed psychologists will be reallocated to the class of Clinical Psychologist.

IV. A. During the two year period following the approval of these classes, individuals who meet the minimum qualifications of any of the higher level classes, with the exception of the Senior Mental Health Counselor class, will be reallocated or reclassified without examination to the applicable higher class as appropriate. This provision shall apply only to those employees who are in these classes at the time of implementation. Extensions to the window period may be granted by the Division Director on a case by case basis if an incumbent is scheduled to sit for the first licensing exam after the conclusion of the window period.

B. After this window period, movement between classes will be by examination only or other applicable provisions of the Personnel Management Regulations.

V. For the classes described herein, Section 20.4 of the Memorandum of Understanding (bid procedure) will be superceded by the following:

Permanent employees may request reassignment to vacant permanent positions in the same classification. All permanent vacancies will be offered for bid to presently assigned full-time, part-time and permanent intermittent employees for reassignment. Nothing herein precludes the making of temporary reassignments not entailing the filling of vacant permanent positions. The following procedures shall apply:

A. Responsibility: Implementation of the reassignment procedure is the responsibility of the supervisor of the position which is vacant.

B. Vacancy Notices Posted: Vacant position notices for positions which are to be filled shall be posted for five (5) calendar days. The notice shall specify job characteristics and shall be posted only once. The supervisor may begin interviewing bidders immediately upon posting the bid notice. For purposes of this procedure, a bidder is an employee in the same class who is eligible to bid under Section D, following, and who meets the minimum qualifications for the position including bilingual ability if the position is so designated, and who submits a bid on the position.

C. All Vacancies Must be Posted: All vacant positions which may occur by creation of new positions, separation, promotion, demotion or

reassignment must be posted for permanent employee bidding.

D. Who May Request Reassignment: All Permanent full-time, permanent part-time or permanent intermittent employees may request reassignment to any open permanent position in the same classification anywhere else in their Department.

E. Who May Not Request Reassignment: Employees who are in a temporary status or provisionally appointed to a permanent position, employees still on probation in a permanent position and employees who have been in their current assignment less than three (3) months may not bid for reassignment under this procedure.

F. Employee Selection: The supervisor shall offer to interview all candidates either in person or on the telephone. Subsequent to submitting a bid, an employee may waive consideration for the position at any time by notifying the supervisor verbally or in writing. The bidders will be advised within ten (10) work days after the posting is removed whether they have been selected or the status of their bid. If requested by the employee, supervisors shall give an employee in writing the reason(s) why he or she was not selected. In addition to interviewing eligible bidders, the supervisor shall be entitled to interview individuals from the appropriate employment list. The union agrees to certification of names for these classes from the employment list under Personnel Management Regulations section 711, Rule of the List, upon request of the Appointing Authority and subject to the approval of the County's Director of Personnel.

G. No Old Job Claim: The selected employee shall have no claim on the job(s) he or she left. If a decision is made by the employee to seek immediate reassignment, the employee may only be placed in another vacant position in accordance with this policy.

VI. In the event of layoffs in any of the classes which replace Mental Health Treatment Specialist, incumbents of the new classes will have displacement (bumping) rights into any of the replacement classes which are at the same or lower salary range at the time of the layoff and for which they meet the minimum qualifications. Displacement rights will be based on seniority and, pursuant to the terms of Section 11 of the Memorandum of Understanding, incumbents will bring

their seniority in the Mental Health Treatment Specialist to the new classes upon reallocation. The department will continue its historical practice of making any required reductions based on programmatic needs.

VII. In order to minimize the immediate fiscal impact of this agreement, advancement along the new salary ranges will be as follows:

A. In each of the first two years following Board approval of the new classes, merit increments will be limited to one step (2 1/2%) on the applicable salary range for those individuals currently at the salary ceiling for their respective level in the Mental Health Treatment Specialist deep class who are reallocated into a new class which has a higher salary ceiling. Current incumbents of the Mental Health Treatment Specialist deep class who have not yet reached the salary ceiling for their respective level at the time of reallocation into the replacement classes and new appointees to any of the replacement classes will be eligible for merit increments pursuant to applicable provisions of the Memorandum of Understanding unless granting of such an increment would result in their placement at a higher salary step in the respective class than an incumbent whose merit increment is restricted to 2 1/2%, in which case the merit increment of the eligible incumbent will be restricted to 2 1/2%.

B. Beginning in the third year, increments of up to two steps (5%) on the applicable salary range may be granted for all incumbents, based on an affirmative recommendation by the supervisor.

C. It is understood that all classes will receive any general wage adjustments which result from contract negotiations.

VIII. An oversight committee of three representatives selected by the union and three representatives selected by management will meet on an as needed basis during the first year following the Board's approval of this proposal to review any questions or issues which arise as the result of its implementation.

IX. The grievability of the terms of this agreement will be limited to Sections IV A., VI and VII.

X. Pursuant to County policy, any class which has an extended salary range (more than 5 steps) is defined as a deep class regardless of whether or not the class

has levels. To comply with that policy, a deep class resolution describing any terms and conditions of employment not defined in the Memorandum of Understanding, will be presented for approval by the Board for these classes. The union will have the right to review this resolution before it is placed on the Board's agenda.

XI. The Department will recommend to County Personnel that testing for the licensed classes will be conducted every six months.

If the foregoing conforms to your understanding of the agreements reached regarding disbanding the Mental Health Treatment Specialist deep class please sign below.

Mark Finucane
Health Services Director

Henry L. Clarke, General Mgr.
Contra Costa County Employees
Association Local #1

Joseph Barron, President
A/DA/MH Unit

ATTACHMENT U

CONTRA COSTA COUNTY
RETURN TO WORK POLICY
FOR INJURY OR ILLNESS

I. POLICY: Permanent full-time or part-time employees, as well as temporary and contract employees who have suffered injuries and illnesses may be provided with such restricted duty as the County is able to provide as soon as medically appropriate. Probationary and seasonal employees are not covered by this policy.

   A. A restricted duty assignment may be provided within the County's capacity, consistent with restriction(s) recommended by the treating physician. Should any disagreement exist, the County will follow California and Federal law. Restrictions from the physician must be in writing on the county form AK 142 or on the physician's letterhead.

   B. Employees performing in a restricted duty assignment will continue to receive their regular pay and benefits for hours actually worked. Pay and benefits will be prorated in the case of part-time work, subject to MOU provisions and salary regulations.

II. OBJECTIVE: The objectives of providing work for temporarily industrially injured employees through restricted duty are to reduce disability and Workers' Compensation costs, maximize productivity, minimize the loss of human resources and promote full and prompt recovery with the return of the employee to productive employment.

III. SCOPE OF POLICY: All County departments and Board-governed agencies which are part of the County retirement system are subject to this Return to Work Policy.

IV. GENERAL BACKGROUND: A restricted duty assignment is a temporary assignment provided to a temporarily disabled employee. Restricted duty may be for less than regular full-time work.

   A. A temporarily disabled employee shall return to a restricted duty assignment that is not inconsistent with restrictions recommended by the employee's treating physician or Qualified Medical Examiner (QME), if applicable.

   B. A Department shall, whenever feasible, temporarily restrict the duties of an employee in order to conform to restrictions recommended by the treating physician for a cumulative maximum of six months per injury with a review after three (3) months or sooner, if appropriate. At the end of the six month period, the employee shall undergo a medical review to determine whether a full duty work release is possible. If full release is not possible,

the employee shall be referred to the Risk Management ADA Coordinator and/or the Return to Work Committee for evaluation.

C. In the event that an employee disagrees with the Department Head's decision concerning a light duty assignment, he/she may appeal that decision to the Risk Manager within 15 calendar days. The subject of the appeal shall be heard at the next regularly scheduled Return to Work Committee. The Return to Work Committee may affirm, reject or modify the Department Head's decision. The following factors shall be considered by the Return to Work Committee when considering an appeal:

1. The restrictions recommended by the employee's treating physician or QME, if applicable;

2. The operational and financial needs of the department; and

3. The availability of a suitable work assignment.

Either party may appeal the Committee's decision in writing to the Director of Human Resources or his/her designee within 15 calendar days of the Committee's decision.

V. RESPONSIBILITIES:

A. Departments

The principle responsibility for implementing the Return to Work Policy rests with the appointing authority. Departments will also:

1. Complete and submit an injury report for industrial injuries and illnesses on a timely basis.

2. Appoint a Departmental Return to Work Coordinator to administer the department's compliance with the Return to Work Policy under the direction of the department head. The Departmental Return to Work Coordinator shall review restricted duty assignments and make recommendations to the department head regarding adjusting, extending or terminating the restricted duty in accordance with the operational and financial needs of the department and consistent with the employee's medical restrictions. The Department Return to Work Coordinator will document and monitor all limited duty assignments on the County AK143 for Attachment 3. They will also maintain a centralized record of all assignments.

3. Inform department employees of the Return to Work Policy.

4. Implement restricted duty assignments for temporarily disabled employees as soon as medically appropriate, operationally feasible, and when a suitable assignment is available.

5. Coordinate with Risk Management regarding an individual employee's restricted duty assignment.

6. The Department Return to Work Coordinator shall provide the Health Coalition quarterly reports of the number of requests for ergonomic evaluations, the number of evaluations performed, and the actions taken based on those reports. The County shall meet with the Health Coalition upon the Coalition's request to review such reports and to discuss ergonomic issues.

B. Employee

A temporarily disabled employee shall:

1. Notify the department of an industrial or non-industrial injury or illness.

2. If it is an industrial injury, seek prompt medical care through the County's Occupational Medical Program or through a properly pre-designated physician in accordance with the law. The employee shall obtain needed medical information from the physician and provide that information to the County. Physician's Statement of Ability to Work, AK142, see attachment 1 for industrial injuries and attachment 2 for non-industrial injuries.

3. Accept an appropriate available restricted duty assignment within or outside the employee's department if one is offered. A restricted duty assignment must be consistent with limitations recommended by the employee's treating physician or QME, if applicable, and must be approved by the Departmental Return to Work Coordinator. If an employee is assigned to a restricted duty assignment outside of their department, as supervisor in the department providing the restricted duty assignment shall supervise the employee. The employee's home department is required to pay the employee's regular salary.

4. A department head has the authority to temporarily restrict the duties of an employee in accordance with this policy.

5. For accepted industrial injuries, failure of an employee to accept an offer of a medically appropriate restricted duty assignment will result in the denial of temporary disability benefits pursuant to Workers' Compensation law.

C. County Return to Work Coordinators

The County Return to Work Coordinators shall:

1. Work at the direction of the Risk Manager.

2. Assist departments in identifying and developing suitable restricted duty assignments.

3. Assist departments in resolving questions regarding work restrictions and restricted duty placements.

4. Provide, as necessary, counseling and other rehabilitative services to employees placed on restricted duty.

5. Assist in finding restricted duty assignments outside of the home department, if the home department cannot provide restricted duty. The home department will provide the salary of the employee.

6. Coordinate the appeal process for employees regarding restricted duty.

D. Return to Work Committee

The Return to Work Committee shall hear appeals under the Appeal Procedures as described in Section IV (C)-General Background above, and make recommendations to the department head. In the event a department does not grant a restricted duty assignment requested by an employee or a requested extension of an existing restricted duty assignment, the employee may appeal to the Return to Work Committee. The Committee shall hear the appeal and make a recommendation to the department head.

E. Risk Manager

The County Risk Manager shall:

Oversee the administration of this policy and provide ongoing education of department heads, managers, and departmental return to work coordinators concerning this policy.

VI. DEFINITIONS:

A. Restricted Duty: A temporary work assignment provided to a temporarily industrially disabled employee who cannot perform her/his regular job duties for a specific period of time. The temporary assignment is provided while an individual is recuperating from an industrial injury or illness. An employee will be assigned to restricted duty within their primary department whenever possible. If no assignment can be located within the employee's primary department, the County will make reasonable efforts to locate a comparable

position in another department. Restricted duty is only available to a person who is expected to return to her or his regular job duties. If an employee is on a discretionary 9/80 or 4/10 work schedule and is returning to restricted duty assignment on a part-time basis, the 9/80 or 4/10 work schedule shall be revoked. Pay for restricted duty shall be the same salary and benefits of the employee's regular position, provided however, that shift and other pay differentials will only be paid for the first thirty (30) days of restricted duty unless the employee qualifies for pay differentials.

B. County: For the purpose of this policy the term "County" includes Contra Costa County and agencies governed by the Board of Supervisors, which are part of the County's retirement system, excluding Housing Authority, and In-Home Supportive Service providers.

C. Departmental Return to Work Coordinator: The individual appointed by the department head to to administer the County's Return to Work policy. The person appointed by the department must have some knowledge of personnel rules and regulations, Memoranda of Understanding and disability benefits that an employee may be entitled to receive, i.e., SDI, LTD, FMLA, retirement.

D. Employee's Treating Physician: The treating physician or Qualified Medical Examiner (QME) as defined by California Worker's Compensation laws. Treatment shall be reasonably required and consistent with Workers' Compensation guidelines and existing State law.

For non-industrial injuries, the County will follow the regulations of both the EEOC and DFEH on the issue of temporary modified duty.

E. Return to Work Committee: The Committee shall be composed of a pool of twelve (12) members consisting of six (6) County employee members appointed by the County Administrator and six (5) County employees appointed from the three (3) largest employee organization in the Labor Coalition. Each member of the committee must commit to attending at least two committee meetings each year. Two members appointed by the County Administrator and two members appointed by the employee organization must be present in order to constitute a quorum.

F. Risk Manager: The person designated by the County Administrator to serve as Risk Manger.

G. County Return to Work Coordinators: The person designated by the County Risk Manager to serve as an Employee Return to Work Coordinator who shall perform the duties set forth in V (C).

ATTACHMENT U

CONTRA COSTA COUNTY
PHYSICIAN'S STATEMENT OF ABILITY TO WORK

Dear Physician;

Your cooperation in completing this form on a timely basis is requested. Certain benefits that person can receive are dependent on the completion of this form. The County of Contra Costa may be able to provide:

1. Limited duty for employees who are temporarily disabled by illness or injury
   or
2. Permanent accommodation of current assignments or reassignment to a different position.

EMPLOYEE'S NAME: _____ WORK LOCATION: _____
DEPARTMENT: _____ # OF HOURS PER DAY: _____
JOB TITLE: _____ # OF DAYS PER WEEK: _____

IF A DRUG IS PRESCRIBED, WILL IT AFFECT SAFE OPERATION OF A MOTOR VEHICLE? _____YES _____NO
EXPLAIN:

_____

_____

WILL THE DRUG AFFECT OTHER DUTIES:
EXPLAIN:

_____

_____

Computer Work:	_____ Yes	_____ No	Hours per Day_____	Minutes at a time_____
Writing	_____ Yes	_____ No	Hours per Day_____	Minutes at a time_____
Telephone Work:	_____ Yes	_____ No	Hours per Day_____	Minutes at a time_____
Office Machine use:	_____ Yes	_____ No	Hours per Day_____	Minutes at a time_____
Filing:	_____ Yes	_____ No	Hours per Day_____	Minutes at a time_____

PLEASE CHECK THOSE TASKS THAT THE EMPLOYEE IS ABLE TO PERFORM:

LIFT/CARRY	HOURS PER DAY	COMMENTS
_____ 0 - 5 Lbs.	_____	_____
_____ 5 - 10 Lbs.	_____	_____
_____ 10 - 15 Lbs.	_____	_____
_____ 15 - 20 Lbs.	_____	_____
_____ 20 - 25 Lbs.	_____	_____
_____ 25 - 50 Lbs.	_____	_____
_____ 50 - 75 Lbs.	_____	_____

PHYSICAL ACTIVITIES	HOURS PER DAY	COMMENTS
_____ Sitting	_____	_____
_____ Standing	_____	_____
_____ Walking	_____	_____
_____ Running	_____	_____
_____ Bending	_____	_____
_____ Squatting	_____	_____

PHYSICAL ACTIVITIES (Cont'd)	HOURS PER DAY	COMMENTS
_____ Crawling	_____	_____
_____ Pulling	_____	_____
_____ Pushing	_____	_____
_____ Kneeling	_____	_____
_____ Reaching above shoulder level	_____	_____
_____ Reaching below shoulder level	_____	_____
_____ Twisting the body	_____	_____
_____ Climbing stairs	_____	_____
_____ Climbing ladders	_____	_____
_____ Climbing up and down embankment	_____	_____
_____ Shoveling or digging	_____	_____
_____ Operating foot controls	_____	_____
_____ Operate moving machinery	_____	_____
_____ Driving heavy equipment	_____	_____
_____ Driving automotive equipment	_____	_____

WORKING CONDITIONS	HOURS PER DAY	COMMENTS
_____ Exposure to heat (85 ° - 90 °)	_____	_____
_____ Exposure to cold	_____	_____
_____ Exposure to dampness, water	_____	_____
_____ Walking on uneven ground	_____	_____
_____ Exposure to dust, fumes, and grass	_____	_____
_____ Exposure to heights	_____	_____
_____ Being around moving machinery	_____	_____
_____ Exposure to noise	_____	_____
_____ Respond to emergency situation	_____	_____
_____ Handle confrontational situation	_____	_____
_____ Wearing respiratory protection	_____	_____

WORKER TRAITS	HOURS PER DAY	COMMENTS
_____ Handle face to face contact with public	_____	_____
_____ Participate in formal proceedings, hearings	_____	_____
_____ Concentrate and meet deadlines	_____	_____
_____ Understand written and oral instructions	_____	_____
_____ Maintain professional relationship with supervisor, Co-workers and the public	_____	_____

DATE EMPLOYEE CAN START **LIMITED** DUTY: _____

LIMITED DUTY CAN BE: _____ FULL TIME _____ PART TIME

Number of Days per Week: _____ Number of Hours per Day: _____

ESTIMATED DATE EMPLOYEE CAN RETURN TO USUAL DUTIES: _____

ARE THE LIMITS LISTED PERMANENT ____OR TEMPORARY____? IF TEMPORARY, FOR HOW LONG?_____

_____

PHYSICIAN'S SIGNATURE DATE

_____

PHYSICIAN'S NAME ADDRESS

ATTACHMENT U

CONTRA COSTA COUNTY
PHYSICIAN'S STATEMENT OF ABILITY TO WORK
ADA/FEHA/non-industrial

Dear Physician:

Your cooperation in completing this form on a timely basis is requested. Certain benefits that person can receive are dependent on the completion of this form. The County of Contra Costa may be able to provide:

1. Limited duty for employees who are temporarily disabled by illness or injury
   or
2. Permanent accommodation of current assignments or reassignment to a different position.

EMPLOYEE'S NAME: _____ WORK LOCATION: _____
DEPARTMENT: _____ # OF HOURS PER DAY: _____
JOB TITLE: _____ # OF DAYS PER WEEK: _____

DESCRIBE NATURE OF DISABILITY(S) INCLUDING SYSTEMS OR BODY PARTS AFFECTED:

_____

_____

IF A DRUG IS PRESCRIBED, WILL IT AFFECT SAFE OPERATION OF A MOTOR VEHICLE? _____YES _____NO
EXPLAIN:

_____

_____

WILL THE DRUG AFFECT OTHER DUTIES: _____YES _____NO
EXPLAIN:

_____

_____

Computer Work:	_____ Yes	_____ No	Hours per Day_____	Minutes at a time_____
Writing	_____ Yes	_____ No	Hours per Day_____	Minutes at a time_____
Telephone Work:	_____ Yes	_____ No	Hours per Day_____	Minutes at a time_____
Office Machine use:	_____ Yes	_____ No	Hours per Day_____	Minutes at a time_____
Filing:	_____ Yes	_____ No	Hours per Day_____	Minutes at a time_____

PLEASE CHECK THOSE TASKS THAT THE EMPLOYEE IS ABLE TO PERFORM:

LIFT/CARRY	HOURS PER DAY	COMMENTS
_____ 0 - 5 Lbs.	_____	_____
_____ 5 - 10 Lbs.	_____	_____
_____ 10 - 15 Lbs.	_____	_____
_____ 15 - 20 Lbs.	_____	_____
_____ 20 - 25 Lbs.	_____	_____
_____ 25 - 50 Lbs.	_____	_____
_____ 50 - 75 Lbs.	_____	_____

PHYSICAL ACTIVITIES	HOURS PER DAY	COMMENTS
_____ Sitting	_____	_____
_____ Standing	_____	_____
_____ Walking	_____	_____
_____ Running	_____	_____
_____ Bending	_____	_____
_____ Squatting	_____	_____

PHYSICAL ACTIVITIES (Cont'd)	HOURS PER DAY	COMMENTS
_____ Crawling	_____	_____
_____ Pulling	_____	_____
_____ Pushing	_____	_____
_____ Kneeling	_____	_____
_____ Reaching above shoulder level	_____	_____
_____ Reaching below shoulder level	_____	_____
_____ Twisting the body	_____	_____
_____ Climbing stairs	_____	_____
_____ Climbing ladders	_____	_____
_____ Climbing up and down embankment	_____	_____
_____ Shoveling or digging	_____	_____
_____ Operating foot controls	_____	_____
_____ Operate moving machinery	_____	_____
_____ Driving heavy equipment	_____	_____
_____ Driving automotive equipment	_____	_____

WORKING CONDITIONS	HOURS PER DAY	COMMENTS
_____ Exposure to heat (85 ° - 90 °)	_____	_____
_____ Exposure to cold	_____	_____
_____ Exposure to dampness, water	_____	_____
_____ Walking on uneven ground	_____	_____
_____ Exposure to dust, fumes, and grass	_____	_____
_____ Exposure to heights	_____	_____
_____ Being around moving machinery	_____	_____
_____ Exposure to noise	_____	_____
_____ Respond to emergency situation	_____	_____
_____ Handle confrontational situation	_____	_____
_____ Wearing respiratory protection	_____	_____

WORKER TRAITS	HOURS PER DAY	COMMENTS
_____ Handle face to face contact with public	_____	_____
_____ Participate in formal proceedings, hearings	_____	_____
_____ Concentrate and meet deadlines	_____	_____
_____ Understand written and oral instructions	_____	_____
_____ Maintain professional relationship with supervisor, Co-workers and the public	_____	_____

DATE EMPLOYEE CAN START **MODIFIED** DUTY:_____

MODIFIED DUTY CAN BE: _____FULL TIME _____ PART TIME _____

Number of Days per Week: _____ Number of Hours per Day: _____

ESTIMATED DATE EMPLOYEE CAN RETURN TO USUAL DUTIES: _____

ARE THE LIMITS LISTED PERMANENT ____OR TEMPORARY____? IF TEMPORARY, FOR HOW LONG?_____

_____

PHYSICIAN'S SIGNATURE DATE

_____

PHYSICIAN'S NAME ADDRESS

_____

TELEPHONE NO. FAX NO.

ATTACHMENT U

COUNTY OF CONTRA COSTA
LIMITED DUTY ASSIGNMENT & EXTENSION FORM

	DEPARTMENT:
NAME OF EMPLOYEE:	DATE OF INJURY OR ILLNESS:
JOB CLASSIFICATION:	INDUSTRIAL: ☐ NON-INDUSTRIAL:
WORK RESTRICTIONS PREVENTING RETURN TO REGULAR DUTY:	PART (S) OF BODY AFFECTED:
PHYSICIAN APPROVING RELEASE TO LIMITED DUTY* NAME:	DATE OF EXAM/TREATMENT:

LIMITED DUTY IS A TEMPORARY ASSIGNMENT PROVIDED TO EMPLOYEES WHO ARE PRECLUDED FROM PERFORMING REGULAR JOB DUTIES ***FOR UP TO A 3-MONTH PERIOD*** OF TIME DUE TO INJURY OR ILLNESS. LIMITED DUTY CAN BE EXTENDED BY THE DEPARTMENT FOR AN ADDITIONAL THREE MONTHS. **ANY LIMITED DUTY ASSIGNMENT BEYOND 6 MONTHS IS MEDIATED BY THE COUNTY'S REHABILITATION COMMITTEE. PAY AND BENEFITS WILL BE PRORATED FOR PART-TIME WORK SUBJECT TO SALARY AND WORKERS' COMPENSATION REGULATIONS AND M.O.U. AGREEMENTS.**

ALL ABSENCES FROM WORK SHOULD BE ROUTED THROUGH YOUR SUPERVISOR, PARTICULARLY THOSE WHICH ARE RELATED TO YOUR ILLNESS OR INJURY, WHETHER OR NOT IT IS INDUSTRIAL. IF YOU ARE OFF ON VACATION OR SICK LEAVE THAT IS NOT CONNECTED WITH YOUR INJURY OR ILLNESS, PLEASE FOLLOW ESTABLISHED PROCEDURES.

INITIAL ASSIGNMENT FIRST EXTENSION ☐ SECOND EXTENSION ☐	LIMITED DUTY WILL START:_____ AND IS EXPECTED TO END:_____

DESCRIPTION OF LIMITED DUTY ASSIGNMENT:_____

WORK LOCATION: _____

WORK HOURS/DAYS OF WEEK:_____

SPECIFIC DUTIES (attach list of duties if available): _____

_____

_____

_____

_____

*A CURRENT PHYSICIAN'S STATEMENT MUST ACCOMPANY THIS FORM

WE HAVE REVIEWED THE CURRENT MEDICAL RELEASE AND AGREED TO THE ABOVE LIMITED DUTY ASSIGNMENT AND THE REQUIREMENTS OUTLINED IN THE LIMITED DUTY ASSIGNMENT. ANY CHANGES TO THE LIMITED DUTY ASSIGNMENT MUST FIRST BE APPROVED BY THE SUPERVISOR AND/OR THE DEPARTMENT DISABILITY COORDINATOR. SOME CHANGES MAY REQUIRE PRIOR MEDICAL APPROVAL.

_____ _____

SIGNATURE OF EMPLOYEE DATE LIMITED DUTY SUPERVISOR DATE

_____

DEPARTMENT DISABILITY COORDINATOR DATE

cc: COUNTY EMPLOYEE REHABILITATION COUNSELOR OR ADA COORDINATOR - RISK MANAGEMENT,
Department Personnel Section
AK 143

TEAMSTERS, LOCAL 856
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