# MEMORANDUM OF UNDERSTANDING

# BETWEEN

# CONTRA COSTA COUNTY

# AND

# DISTRICT ATTORNEY INVESTIGATORS' ASSOCIATION

## JULY 1, 2019 – JUNE 30, 2023

**DISTRICT ATTORNEY**
**INVESTIGATORS' ASSOCIATION**

## TABLE OF CONTENTS


**SECTION 1** **ASSOCIATION RECOGNITION** ..... 4

**SECTION 2** **ASSOCIATION SECURITY**
2.1 Dues Deduction ..... 4
2.2 Communicating With Employees ..... 4
2.3 Use of County Buildings ..... 5
2.4 Advance Notice ..... 5
2.5 Assignment of Classes to Bargaining Units ..... 5

**SECTION 3** **NO DISCRIMINATION** ..... 6

**SECTION 4** **OFFICIAL REPRESENTATITVES**
4.1 Attendance at Meetings ..... 6
4.2 Association Representatives ..... 7
4.3 Release Time for Training ..... 7

**SECTION 5** **SALARIES**
5.1 General Wages ..... 7
5.2 Entrance Salary ..... 8
5.3 Anniversary Dates ..... 8
5.4 Increments Within Range ..... 9
5.5 Part-Time Compensation ..... 9
5.6 Compensation for Portion of Month ..... 10
5.7 Position Reclassification ..... 10
5.8 Salary Reallocation & Salary on Reallocation ..... 10
5.9 Salary on Promotion ..... 11
5.10 Salary on Involuntary Demotion ..... 11
5.11 Salary on Voluntary Demotion ..... 11
5.12 Transfer ..... 12
5.13 Pay for Work in Higher Classification ..... 12
5.14 Payment ..... 13

**SECTION 6** **DAYS AND HOURS OF WORK**
6.1 Definitions ..... 13
6.2 Time Reporting and Pay Practices Waiver ..... 13
6.3 Time Reporting/Time Stamping ..... 14

**SECTION 7** **OVERTIME AND COMPENSATORY TIME**
7.1 Overtime ..... 14
7.2 Straight Time ..... 14
7.3 Overtime and Straight Time Compensatory Time ..... 14
7.4 Court Appearance Overtime ..... 16

**SECTION 8** **CELL PHONES** ..... 16

**SECTION 9** **ON-CALL/CALL BACK** ..... 16

**SECTION 10** **SENIORITY, WORKFORCE REDUCTION, LAYOFF & REASSIGNMENT**
10.1 Workforce Reduction ..... 17
10.2 Separation Through Layoff ..... 18
10.3 Notice ..... 20
10.4 Special Employment Lists ..... 21
10.5 Reassignment of Laid Off Employees ..... 21

**SECTION 11** **HOLIDAYS**
11.1 Holidays Observed ..... 21
11.2 Holidays Observed – Full-Time Employees ..... 22
11.3 Holidays Observed – Part-Time Employees ..... 22
11.4 Holiday is WORKED and Holiday Falls on Regularly Scheduled Work Day (for EE's on A Regular Work Schedule, the holiday always falls on the EE's regularly scheduled work day) ..... 22
11.5 Automated Time Keeping ..... 22

**SECTION 12** **VACATION LEAVE**
12.1 Vacation Allowance ..... 22
12.2 Vacation Accrual Rates ..... 23
12.3 Accrual During Leave Without Pay ..... 23
12.4 Vacation Allowance for Separated Employees ..... 24
12.5 Accrual on Prorated Basis ..... 24
12.6 Vacation Leave on Reemployment from a Layoff List ..... 24

**SECTION 13** **SICK LEAVE**
13.1 Purpose of Sick Leave ..... 24
13.2 Credits to and Charges Against Sick Leave ..... 24
13.3 Policies Governing the Use of Paid Sick Leave ..... 24
13.4 Administration of Sick Leave ..... 27
13.5 Disability ..... 27
13.6 Workers' Compensation ..... 30
13.7 Integration of SDI ..... 31
13.8 Accrual During Leave Without Pay ..... 31

**SECTION 14** **LEAVE OF ABSENCE**
14.1 Leave Without Pay ..... 31
14.2 General Administration – Leaves of Absence ..... 31
14.3 Family and Medical Leave Act (FMLA) and/or California Family Rights Act (CFRA) ..... 32
14.4 Pregnancy Disability Leave ..... 34
14.5 Group Health Plan Coverage ..... 34
14.6 Leave Without Pay – Use of Accruals ..... 34
14.7 Military Leave ..... 35
14.8 Return from Leave of Absence ..... 35
14.9 Appeal of Denial ..... 36
14.10 Salary Review While on Leave of Absence ..... 36
14.11 Unauthorized Absence ..... 36
14.12 Furlough Days Without Pay ..... 36

**SECTION 15** **JURY DUTY AND WITNESS DUTY**
15.1 Jury Duty ..... 37
15.2 Witness Duty ..... 37

**SECTION 16** **MEDICAL, DENTAL, AND LIFE INSURANCE**
16.1 Health Plan ..... 38
16.2 Contra Costa Health Plan (CCHP) ..... 38
16.3 CalPERS Health Plan Monthly Premium Subsidy ..... 38
16.4 Dental Plan ..... 39
16.5 County Dental Plan Premium Subsidy On and After January 1, 2016 ..... 39
16.6 Orthodontia Coverage ..... 40
16.7 Rate Information ..... 40
16.8 Life Insurance Benefit Under Health and Dental Plans ..... 41
16.9 Life Insurance Contributions ..... 41
16.10 Premium Payments ..... 41
16.11 Extended Coverage ..... 41
16.12 Retirement Coverage ..... 41
16.13 Dual Coverage ..... 42
16.14 Health Care Spending Account ..... 42
16.15 PERS Long Term Care ..... 42
16.16 Dependent Care Assistance Program ..... 43
16.17 Premium Conversion Plan ..... 43
16.18 Health Benefit Coverage for Employees Not Otherwise Covered ..... 43
16.19 Prevailing Section ..... 43
16.20 Voluntary Vision Plan ..... 43

**SECTION 17** **PROBATIONARY PERIOD**
17.1 Duration ..... 43
17.2 Probation Periods Over Six Months ..... 43
17.3 Revised Probationary Period ..... 44
17.4 Length of Probationary Period ..... 44
17.5 Rejection During Probation ..... 44
17.6 Regular Appointment ..... 45
17.7 Layoff During Probation ..... 45
17.8 Rejection During Probation of Laid off Employee ..... 46

**SECTION 18** **PROMOTION**
18.1 Competitive Exam ..... 46
18.2 Promotion Policy ..... 46
18.3 Open Exam ..... 46
18.4 Promotion Via Reclassification Without Examination ..... 46
18.5 Requirements for Promotional Standing ..... 46
18.6 Seniority Credits ..... 47
18.7 Physical Examination ..... 47

**SECTION 19** **TRANSFER**
19.1 Conditions ..... 47
19.2 Procedure ..... 47

**SECTION 20** **RESIGNATIONS**
20.1 Resignation in Good Standing ..... 48
20.2 Constructive Resignation ..... 48
20.3 Effective Resignation ..... 48

20.4 Revocation ..... 48
20.5 Coerced Resignations ..... 48

**SECTION 21** **DISMISSAL, SUSPENSION, DEMOTION, TEMPORARY REDUCTION IN PAY & REDUCTION WITHIN CLASS**
21.1 Cause for Action ..... 49
21.2 Skelly Requirements – Notice of Proposed Action (Skelly Notice) ..... 50
21.3 Employee Response ..... 50
21.4 Leave Pending Employee Response ..... 51
21.5 Suspensions Without Pay ..... 51
21.6 Procedure on Dismissal, Suspension, Reduction Within Class, Temporary Reduction In Pay, or Disciplinary Demotion ..... 51

**SECTION 22** **GRIEVANCE PROCEDURE**
22.1 Definition ..... 51
22.2 Time Limits ..... 52
22.3 Notice ..... 53
22.4 Compensation Complaints ..... 53
22.5 Strike/Work Stoppage ..... 53
22.6 Merit Board ..... 53
22.7 Filing by Association ..... 53

**SECTION 23** **RETIREMENT**
23.1 Payment of Employee Contributions ..... 54
23.2 Safety Employees Retirement – Tier A – Employees Hired or Re-Hired Before January 1, 2013 ..... 54
23.3 Thirty (30) Year Employees ..... 54
23.4 Safety Retirement Benefit – Sworn Employees who become New Members of CCCERA on or after January 1, 2013 ..... 54
23.5 Re-opener – Election of Safety PEPRA Tier by Employees Hired On or Before December 31, 2012 ..... 55

**SECTION 24** **SAFETY** ..... 55

**SECTION 25** **MILEAGE** ..... 55

**SECTION 26** **PAY WARRANT ERRORS** ..... 55

**SECTION 27** **PERSONNEL FILES** ..... 56

**SECTION 28** **SERVICE AWARDS** ..... 56

**SECTION 29** **REIMBURSEMENT FOR MEAL EXPENSES** ..... 56

**SECTION 30** **COMPENSATION FOR LOSS OR DAMAGE TO PERSONAL PROPERTY** ..... 57

**SECTION 31** **UNFAIR LABOR PRACTICE** ..... 58

**SECTION 32** **LENGTH OF SERVICE DEFINITION (for service Awards and vacation accruals)** ..... 58

**SECTION 33** **PERMANENT PART-TIME EMPLOYEE BENEFITS** ..... 58

**SECTION 34** **PERMANENT-INTERMITTENT EMPLOYEE BENEFITS** ..... 58

**SECTION 35** **PROFESSIONAL REIMBURSEMENT** ..... 59

**SECTION 36** **SAFETY EQUIPMENT** ..... 59

**SECTION 37** **DEPENDENT CARE** ..... 60

**SECTION 38** **BILINGUAL PAY** ..... 60

**SECTION 39** **ADOPTION** ..... 60

**SECTION 40** **SCOPE OF AGREEMENT & SEPARABILITY OF PROVISION**

40.1 Scope of Agreement ..... 61
40.2 Separability of Provisions ..... 61
40.3 Personnel Management Regulations ..... 61
40.4 Duration of Agreement ..... 61

# MEMORANDUM OF UNDERSTANDING
# BETWEEN
# CONTRA COSTA COUNTY
# AND
# DISTRICT ATTORNEY
# INVESTIGATORS' ASSOCIATION

This Memorandum of Understanding (MOU) is entered into pursuant to the authority contained in 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, Section 34-8.012.

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 Association 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 the County and appropriate fire districts, as the joint recommendations of the undersigned for salary and employee benefit adjustments for the period set forth herein.

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

## DEFINITIONS

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

**Association:** District Attorney Investigators' Association.

**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 classifications.

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

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

**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/her 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, displacement, or demoted by displacement, or have voluntarily demoted in lieu of layoff or displacement, or have transferred in lieu of layoff or displacement.

**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 (5%) percent 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 service with the County from a position in the merit system.

**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.

## SECTION 1 - ASSOCIATION RECOGNITION

The Association is the formally recognized employee organization for the District Attorney Investigators' Unit, and such organization has been certified as such pursuant to Chapter 34-12 of Board Resolution 81/1165.

## SECTION 2 - ASSOCIATION SECURITY

**2.1 Dues Deduction.** Pursuant to Chapter 34-26 of Resolution 81/1165 only a majority representative may have dues deduction and as such the Association has the exclusive privilege of dues deduction for all members in its unit.

**2.2 Communicating With Employees.** The Association 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 Association, provided the communications displayed have to do with official organization business such as times and places of meetings and further provided that the Association appropriately posts and removes the information. The Department Head reserves the right to remove objectionable materials after notification to and discussion with the Association.

Representatives of the Association, not on County time, shall be permitted to place a supply of employee literature at specific locations in County buildings if arranged through the Employee Relations Officer; 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 Association 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 an Association 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.

**2.3 Use of County Buildings.** The Association 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 and its use by the Association is scheduled twenty-four (24) hours in advance;

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 Association 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 prohibited, even though it may be present in the meeting area.

**2.4 Advance Notice.** The Association 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 designated 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 designated 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.

**2.5 Assignment of Classes to Bargaining Units.** The Employee Relations Officer or the Employee Relations Officer's designee shall assign new classes in accordance with the following procedure:

a. Initial Determination. When a new class title is established, the Employee Relations Officer or his/her designee shall review the composition of existing representation units to determine the appropriateness of including some or all of the employees in the new class in one or more existing representation units, and within a reasonable period of time shall notify all recognized employee organizations of his/her determination.

b. Final Determination. The Employee Relations Officer or his/her designee's determination is final unless within ten (10) days after notification a recognized employee organization requests in writing to meet and confer thereon.

c. Meet and Confer and Other Steps. The Employee Relations Officer or his/her designee shall meet and confer with such requesting organizations (and with other recognized employee organizations where appropriate) to seek agreement on this matter within sixty (60) days after the ten (10) day period in Subsection B, unless otherwise mutually agreed. Thereafter, the procedures in cases of agreement and disagreement, arbitration referral and expenses, and criteria for determination shall conform to those in Subsections (d) through (I) of Section 34-12.008 of Board of Supervisors' Resolution 81/1165.

## SECTION 3 - NO DISCRIMINATION

There shall be no discrimination because of race, creed, color, national origin, sex, sexual orientation or Association 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 a position or from carrying out the duties of the position safely.

## SECTION 4 – OFFICIAL REPRESENTATIVES

**4.1 Attendance at Meetings.** Employees designated as official representatives of the Association 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;

b. if their attendance is sought by a hearing body or presentation of testimony or other reasons;

c. if their attendance is required for meeting(s) scheduled at reasonable times agreeable to all parties required for settlement of grievances filed pursuant to Section 22 - Grievance Procedure of this MOU;

d. if they are designated as a grievance representative 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 Association and as such make representations or presentations at meetings or hearings on wages, salaries and working conditions;

f. in each case advance arrangements for time away from the employee's work station or assignment are made with the appropriate Department Head or his/her designee, and the County agency calling the meeting is responsible for determining that the attendance of the particular employee(s) is required.

The number of such representatives shall not exceed two (2) without prior approval of the department and the Employee Relations Manager.

**4.2 Association Representatives.** Official representatives of the District Attorney Investigators' Association 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 other management representatives on matters within the scope of representation, provided that the number of such representatives shall not exceed three (3) without prior approval of the department and the Employee Relations Manager, and that advance arrangements for the time away from the work station or assignment are made with the appropriate Department Head or his/her designee.

**4.3 Release Time for Training.** The County shall provide the Association a maximum of eight (8) total hours per year of release time for Association designated officers to attend Association sponsored training programs.

Requests for release time shall be provided in writing to the Department and County Human Resources Department at least fifteen (15) days in advance of the time requested. The Department Head will reasonably consider each request and notify the affected employee whether such request is approved, within one (1) week of receipt.

## SECTION 5 - SALARIES

### 5.1 General Wages.

The base rate of pay for all classifications represented by the District Attorney Investigators' Association will be increased as follows:

A. Effective July 1, 2019 or the first day of the month following adoption by the Board of Supervisors, whichever is later, the base rate of pay will be increased by five percent (5%).

B. Effective July 1, 2020, the base rate of pay will be increased by four percent (4%).

C. Effective July 1, 2021, the base rate of pay will be increased by three percent (3%).

D. Effective July 1, 2022, the base rate of pay will be increased by four percent (4%).

E. The time between steps in the salary ranges will be as follows: 6 months between Step 1 and Step 2; 12 months between each of steps 2 through step 7

and 19 months between step 7 and step 8.

F. Longevity Differential.

Effective July 1, 2019, permanent, full-time employees who have completed ten (10) years of Contra Costa County service will receive a two and one-half percent (2.5%) longevity differential effective on the first day of the month following the month in which the employee qualifies for the ten (10) year service award.

Effective July 1, 2019, permanent, full-time employees who have completed fifteen (15) years of Contra Costa County service will receive a two and one-half percent (2.5%) longevity differential effective on the first day of the month following the month in which the employee qualifies for the fifteen (15) year service award.

Permanent, full-time employees who have completed twenty (20) years of Contra Costa County service are eligible to receive a two percent (2%) longevity differential effective on the first day of the month following the month in which the employee qualifies for the twenty (20) year service award. For those employees who completed twenty (20) years of service on or before April 1, 2012, this longevity differential will be paid prospectively only from April 1, 2012.

**5.2 Entrance Salary.** 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.

**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 date of a demoted employee is the first day of the calendar month after the calendar month when the demotion was effective.

d. Transfers, Reallocations and Reclassifications. 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 is one (1) year after the first calendar day of that month.

g. The anniversary date of employees on leave from their County position with or without pay, for more than three (3) months shall be extended by the appointing authority for a period of time equal to the length of time on leave. This new date shall become the employee's new anniversary date for purposes of future salary reviews.

**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 – Anniversary Dates 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 unconditional 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 the 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 allocated 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 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 received in the old range.

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 this Section 5.8.

**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 5.12 – Transfer 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 promoted into a class allocated to a higher salary range than the class from which the employee was laid off, the salary on promotion will be calculated from the highest step the employee achieved prior to layoff.

**5.10 Salary on Involuntary Demotion.** Any employee who is demoted, except as provided under Section 5.12 - Transfer, shall have his/her salary reduced to the monthly salary step in the range for the class of position to which he 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/she demotes, his/her salary shall remain the same if the steps in his/her new (demoted) salary range permit, and if not, the new salary shall be set at the step next below former salary.

**5.12 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. If the transfer is to a deep class, the provisions of the deep class resolution on salary of transfers, if any, shall apply in lieu of the above provisions.

**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 Section 5.9 - Salary on Promotion of this MOU, commencing on the thirty-first (31st) work day of the assignment, under the following conditions:

1. The 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.

2. The nature of the departmental assignment is such that the employee in the lower classification becomes fully responsible for the duties of the position of the higher classification.

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

4. Pay for work in a higher classification shall not be utilized as a substitute for regular promotional procedures provided in this Memorandum.

5. The appropriate authorization form has been submitted by the Department Head and approved by the County Administrator.

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

7. If approval is granted for pay for work in a higher classification and the assignment is terminated and later reapproved for the same employee within thirty (30) days no additional waiting period will be required.

8. Any incentives (e.g., the education incentive) and special differentials (e.g., bilingual differential) accruing to the employee in his/her permanent position shall continue, unless the employee is no longer performing the duties which warrant the differentials.

9. 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.

10. 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 Payment.** 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 an advance shall be made on the prescribed form (form M-208, revised 5/81) and submitted by the fifteenth ($15^{th}$) 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.

Each election shall become effective on the first day of the month following the deadline for filing the notice and shall remain effective until revoked.

In the case of an election made pursuant to this Section 5.14 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.

## 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. Workweek for Employees on Regular Work Schedule:** For employees on a regular work schedule, the workweek begins at 12:01 a.m. on Monday and ends at 12 midnight on Sunday.

**6.2 Time Reporting and Pay Practices Waiver.** The Association agrees to the implementation of an Automated Timekeeping System. The Association waives its right to meet and confer regarding any impacts that may result from the County's implementation of the automated timekeeping system, including but not limited to, changes to current departmental time reporting and pay practices. The_Association agrees to convert from the current payroll cycle when the County is able to upgrade the

current Payroll system or implement a new County Payroll System.

**6.3 Time Reporting/Time Stamping.** Hourly employees must timestamp in and out as they begin their work shifts, finish their work shifts, and take meal periods. In circumstances where time stamping in and out is not feasible, hourly employees must record their time in the electronic timecard. Salaried employees will report time off and time worked for special pays on the electronic timecard.

## SECTION 7 - OVERTIME AND COMPENSATORY TIME

### 7.1 Overtime.

Permanent full-time and part-time employees are eligible to receive 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 would be entitled to 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 employees is earned and credited in a minimum of one-half hour increments and is compensated by either pay or compensatory time off.

**7.2 Straight Time Pay.** 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. For example, if an employee is scheduled to work from 8 .am. to 5 p.m., but uses accruals for 8 a.m. to 10 a.m. and works from 10 a.m. to 7 p.m., he/she would be entitled to two hours of straight time pay for the 5 p.m. to 7 p.m. hours worked. 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).

**7.3 Overtime And Straight Time Compensatory Time.** The following provisions shall apply:

a. Employees may annually elect to accrue overtime compensatory time off and straight time compensatory time off (hereinafter collectively referred to as "compensatory time off") in lieu of overtime pay and straight time 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 their department 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. Employees who become eligible (i.e., newly hired employees, employees promoting, demoting, etc.) for compensatory time off in accordance with these guidelines must elect to accrue compensatory time or they will be paid for authorized overtime and straight time hours worked.

c. Overtime 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. Straight time compensatory time off will be accrued at the rate of one (1.0) times the actual authorized straight time hours worked by the employee. Compensatory time off will be taken in increments of one (1) minute.

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 straight time and overtime hours will be paid at the applicable straight time or overtime rate. If the employee's balance falls below one hundred twenty (120) hours, the employee shall again accrue compensatory time off for authorized straight time and 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 7.2.d above, accrued compensatory time off balances may not exceed one hundred twenty (120) hours.

f. Employees may not use more than one hundred twenty (120) hours of compensatory time off in any fiscal year period (July 1 - June 30).

g. 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 would 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/her designee.

h. 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.

i. 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 7.2.j. below.

j. Since employees accrue overtime compensatory time off at the rate of one and one-half (1-1/2) hours for each hour of authorized overtime worked, accrued overtime compensatory time balances will be paid off at the straight time rate for the employee's current salary whenever:

1. the employee separates from County service;
2. the employee retires.

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

**7.4 Court Appearance Overtime.** The County agrees to provide a minimum of four (4) hours overtime credit when in the line of duty employees in the classes of District Attorney Inspector and District Attorney Senior Inspector are required to attend a duly constituted judicial proceeding on his/her regularly scheduled day off.

## SECTION 8 – CELL PHONES

Inspectors and Senior Inspectors are required to retain a County-issued cell phone in his/her immediate possession at all times, and keep it activated while on duty or when not available at the phone number provided to the Department for after hours contact. Inspectors and Senior Inspectors shall respond by telephone as soon as possible after receiving a message.

## SECTION 9 - ON-CALL/CALL BACK

The Senior Inspector will be on-call for one (1) week intervals beginning at 0800 hours on a Wednesday and continuing until 0800 hours the following Wednesday. During the on-call interval, the employee must be ready to immediately report for duty and must arrange so that a supervisor can reach the employee within ten (10) minutes or less.

A County vehicle may be used and driven home during the on-call interval, and must be used in compliance with the County Vehicle Use Policy.

Inspectors of all classes, whether or not on-call, may be called out to an incident after normal working hours, and may be required to respond in their personal vehicle. If an employee uses their personal vehicle they shall be reimbursed per Section 25 – Mileage, of this MOU.

Any employee called out to an incident after normal work hours shall receive overtime or compensatory time at the appropriate rate for actual hours worked plus one (1) hour. An employee who is called back after normal working hours shall be paid a minimum of two (2) hours at the appropriate rate for each call back.

Employees who are assigned in writing to on-call status will be compensated at the rate of two hundred seventy-two dollars and fifty cents ($272.50) per week.

## SECTION 10 - SENIORITY, WORKFORCE REDUCTION, LAYOFF & REASSIGNMENT

**10.1 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 Association 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. 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).

e. Review various alternatives which will help mitigate the impact of the layoff by working through the Tactical Employment Team program (TET) 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 Labor Relations Manager that the Board of Supervisors may take action which will result in the layoff of employees in a representation unit, the Labor Relations Manager shall notify the Association of the possibility of such layoffs and shall meet and confer with the Association regarding the implementation of the action.

**10.2 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 a 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 of 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 or, 2) in a class of the same or lower salary level 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 Director of Human Resources 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 (5%) 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 period of 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 in lieu of layoff or displacement or who have 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 and 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 who 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 Reemployment & Layoff Lists. The Director of Human Resources may remove the name of any eligible from a reemployment or 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.

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

6. 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.

7. 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. Any subsequent appointment of such person from the layoff list shall result in removal of that person's name.

k. Removal of Names from Reemployment and Layoff Certifications. The Director of Human Resources 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.

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

**10.4 Special Employment Lists.** The County will establish a TET Employment Pool which will include the names of all laid off County employees. 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).

**10.5 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 11 - HOLIDAYS

**11.1 Holidays Observed.** The County will observe the following holidays:

January 1st, known as New Year's Day
Third Monday in January known as Dr. M. L. King, Jr. Day
Third Monday in February, known as President's Day
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
Fourth Thursday in November, known as Thanksgiving Day
Friday after Thanksgiving Day
December 25th, known as Christmas Day

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

Each full-time employee will accrue two (2) hours of personal holiday credit per month. Such personal holiday time may be taken in increments of one-tenth (1/10) of an hour, and preference of personal holidays will be given to employees according to their seniority in their department as reasonably as possible.

Permanent part-time employees will receive personal holiday credit in the same ratio to the personal holiday credit given full-time employees as the number of hours per week in the part-time employee's schedule bears to the number of hours in the regular full-time schedule.

Employees shall accrue their personal holiday credit during months they are in pay status provided however that no employee may accrue more than forty (40) hours of personal holiday credit. On separation from County service, an employee shall be paid for any unused personal holiday credits at the employee's then current pay rate.

**11.2 Holidays Observed – Full-Time Employees:** Full-time employees on a regular schedule are entitled to_observe a holiday (day off work), without a reduction in pay, whenever a holiday is observed by the County. 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.

**11.3 Holidays Observed – Part-Time Employees:** Permanent, part-time employees are entitled to observe a holiday (day off work) in the same ratio as the number of hours in the part time employee's weekly schedule bears to forty (40) hours.

**11.4 Holiday is WORKED and Holiday Falls on Regularly Scheduled Work Day (for employees on a Regular Work Schedule, the holiday always falls on the employee's regularly scheduled work day):** 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) for all hours worked, up to a maximum of eight (8) hours.

**11.5 Automated Time Keeping:** This agreement may be re-opened at the request of either party for the purpose of meeting and conferring regarding the establishment of an automated time keeping system.

## SECTION 12 - VACATION LEAVE

**12.1 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 of this MOU. Vacation credits may be taken in one (1) minute increments and may not be rounded. Vacation credits 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.

**12.2 <u>Vacation Accrual Rates.</u>** All employees in the bargaining unit are entitled to the following vacation accruals:

| Length of Service | Monthly Accrual Hours | Maximum Cumulative Hours |
|---|---|---|
| Under 11 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 thru 19 years | 13-1/3 | 320 |
| 20 thru 24 years | 16-2/3 | 400 |
| 25 thru 29 years | 20 | 480 |
| 30 years and up | 23-1/3 | 560 |

**<u>Service Award Date:</u>** An employee's Service Award Date is used to determine when an employee begins to accrue the next higher number of vacation hours. The Service Award Date is the first date of a 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 temporary or provisional appointment.

**<u>Increased Vacation Accruals Granted in Recognition of Long Service:</u>** Each employee is eligible to **begin** to accrue increased vacation hours on the first day of the month following the employee's Service Award Date.

***<u>Example One</u>*<u>:</u>**

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.

***<u>Example Two:</u>***

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.

**12.3 <u>Accrual During Leave Without Pay.</u>** 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.

**12.4 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.

**12.5 Accrual on Prorated Basis.** Employees in permanent part-time and permanent-intermittent positions shall accrue vacation benefits on a prorated basis as provided in Resolution 81/1165, Section 32-2.006.

**12.6 Vacation Leave on Reemployment from a Layoff List.** Employees with six (6) 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 (6) 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.

## SECTION 13 - SICK LEAVE

**13.1 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.

**13.2 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. 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 re-employed in a permanent position within the period of lay off eligibility.

Upon retirement, an employee's accumulated sick leave is converted to retirement on the basis of one (1) day of retirement service credit for each day of accumulated sick leave credit.

**13.3 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, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, foster children, aunt, uncle, cousin, stepbrother, 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 thirty (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 condition 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 therefrom 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. If all accrued sick leave has been utilized by the employee and the employee opts not to utilize any other accruals, the employee shall be considered on leave without pay for the duration of her pregnancy disability leave.

e. Medical & 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 prescheduled 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, but this shall not exceed three (3) working days, plus up to two (2) days of work time for necessary travel.

h. Baby/Child Bonding. To bond with the employee's newborn or placement of a child in an employee's family for adoption or foster care, an employee eligible for baby/child bonding leave pursuant to the Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) may use sick leave credits for such baby/child bonding leave.

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

1. Self-inflicted Injury. For time off from work for an employee's illness or injury caused by his/her willful misconduct.

2. 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.

3. 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.

**13.4 Administration of Sick Leave.** The proper administration of sick leave is a responsibility of the employee and the Department Head. The following procedures apply:

a. Employees are responsible for notifying the Investigative Unit Supervisor of an absence as early as possible prior to the commencement of their work shift and in accordance with operational requirements. Notification shall include the reason and possible duration of the absence.

b. Employees are responsible for keeping their department informed of their continuing condition and probable date of return to work.

c. Employees are responsible for obtaining advance approval from their appointing authority or designee for the schedule time of prearranged personal or family medical and dental appointments.

The use of sick leave may be denied if these procedures are not followed. Abuse of sick leave on the part of the employee is cause for disciplinary action. To ascertain the propriety of claims against sick leave, the Department Head may make such investigations as he/she deems necessary including medical verification of illness.

**13.5 Disability.**

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 l937. 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 employee's paid time, a physical, medical and/or 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/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 Human Resources Director 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 or psychologist, 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 certified mail, effective either upon personal delivery or deposit in the U.S. 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 Director of Human Resources to the Merit Board. Alternatively, the employee may file a written election with the Director of Human Resources 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 Director of Human Resources 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/her 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.

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

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

c. 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.

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

**13.6 Workers' Compensation.**

a. State Labor Code 4850 Pay. Law enforcement officers as defined in State Labor Code 4850 who are members of the Contra Costa County Retirement System continue to receive full salary benefits in lieu of temporary disability during any absence from work which qualifies for workers' compensation benefits.

Currently, the maximum 4850 pay is one (1) year for any injury or illness. To be eligible for this benefit the employee must be under the care of a physician. All 4850 pay shall be approved by the County Administrator's Office, Risk Management Division.

b. Sick Leave and Vacation. Sick leave and vacation shall accrue in accordance with the provision of State Labor Code 4850.

c. 4850 Pay Beyond One Year. If an injured employee remains eligible for workers' compensation temporary disability benefits beyond one (1) year, full salary will continue by integrating sick leave and/or vacation accruals with workers' compensation benefits (use of vacation accruals must be approved by the department and the employee). If salary integration is no longer available because accruals are exhausted, workers' compensation benefits will be paid directly to the employee as prescribed by workers' compensation laws.

d. Rehabilitation Integration. An injured employee who is eligible for workers' compensation rehabilitation temporary disability benefits and who has exhausted 4850 pay eligibility will continue to receive full salary by integrating sick leave and/or vacation accruals with workers' compensation rehabilitation temporary disability benefits. When these accruals are exhausted, the rehabilitation temporary disability benefits will be paid directly to the employee as prescribed by workers' compensation laws.

e. Health Insurance. The County contribution to the employee's group insurance plan(s) continues during the 4850 pay period and during integration of sick leave or vacation with workers' compensation benefits.

f. Integration Formula. 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 hrs.)
W = Statutory workers' compensation for a month
S = Monthly salary

g. Medical Examinations. Whenever possible, medical exams or follow-up medical appointments for job-related illness or injury scheduled during work hours will be at the beginning or end of the employee's shift so as to minimize time lost from work.

**13.7 Integration of SDI.** On May 26, 1981 the Board of Supervisors established a Labor Management Committee to administer a rehabilitation program for disabled County employees. It is understood that the benefits specified above in this Section 13 shall be coordinated with any disabled employee's rehabilitation program.

**13.8 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 14 - LEAVE OF ABSENCE

**14.1 Leave Without Pay.** Any employee who has permanent status in the classified service may be granted a leave of absence without pay upon written request, approved by the appointing authority; provided, however, that leaves for pregnancy under Pregnancy Disability Leave (PDL), Family and Medical Leave Act (FMLA), and California Family Rights Act (CFRA) shall be granted in accordance with applicable state and federal law.

**14.2 General Administration - Leaves of Absence.** Requests for leave without pay shall be made in writing 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 up to one (1) year for any of the following reasons:

1. Employee’s own illness, disability or serious health condition;

2. pregnancy or pregnancy disability;

3. family care for family members as defined in Section 14.3;

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 should request a leave of absence 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 of the need for family care leave as soon as possible and practical.

c. An 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.

**14.3 Family and Medical Leave Act (FMLA) and/or California Family Rights Act (CFRA).**

a. Definitions. For Family and Medical Leave Act (FMLA) and/or California Family Rights Act (CFRA) leaves of absence under Section 14, the following definitions apply:

1. 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.

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

3. Spouse: A partner in marriage as defined in Family Code Section 300.

4. 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.

5. Serious Health Condition: An illness, injury, impairment, or physical or mental condition which 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) and which, for family care leave only, warrants the participation of a family member to provide care during a period of treatment or supervision, as defined by state and federal law.

6. Certification for Family and Medical Leave Act (FMLA)/California Family Rights Act (CFRA): 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:

i. the date, if known, on which the serious health condition commenced;

ii. the probable duration of the condition;

iii for family care an estimate of the frequency and duration of the leave required to render care or supervision for the family member;

iv. for an employee's serious health condition, a statement whether the employee is able to work, or is unable to perform one or more of the essential functions of his/her position;

v. if for intermittent leave or a reduced work schedule leave, the certification should indicate the intermittent leave or reduced work schedule needed for the employee's serious health condition or for the care of the employee's family member and its expected duration.

7. 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.

b. Section 14.2 notwithstanding, any employee who has been employed by the County for at least twelve (12) months and who has worked at least 1250 hours in the 12 months immediately preceding the start of a leave of absence under the Family and Medical Leave Act (FMLA) or the California Family Rights Act (CFRA) shall be granted upon request to the appointing authority up to twelve (12) weeks of leave during a "rolling" twelve (12) month period measured backward from the date an employee uses his/her FMLA leave in accordance with the following provisions:

1. 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

2. FMLA/CFRA 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.

The employee may be asked to provide certification of the need for FMLA/CFRA.

c. Intermittent Use of Leave. The twelve (12) 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 twelve (12) 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 14.6.b below. When paid leave accruals are used for FMLA/CFRA, such time shall be counted as a part of the twelve (12) week entitlement.

d. Aggregate Use for Parents. In the situation where both parents are employed by the County, the FMLA/CFRA entitlement based on the birth, adoption or foster care of a child is limited to an aggregate for both employees together of twelve (12) weeks during a “rolling” twelve (12) month period measured backward from the date the employee uses his/her FMLA leave.

**14.4 Pregnancy Disability Leave.** Insofar as pregnancy disability leave is used under Section 13.3.d - Sick Leave Utilization for Pregnancy Disability, that time will not be considered a part of the twelve (12) week California Family Rights Act (CFRA) leave.

**14.5 Group Health Plan Coverage.**

a. During Leave of Absence. 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 14.6. 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.

b. During Family Medical Leave Act (FMLA)/California Family Rights Act (CFRA) Leave. During the twelve (12) weeks of an approved FMLA/CFRA leave under Section 14.3 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 14.6. 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.

**14.6 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 at least 0.1 hour of available sick leave (if so entitled under Section 13 - 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 SDI/Sick Leave Integration.

b. Family Care or Medical Leave (FMLA). During the twelve (12) 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 13 - 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. Sick leave accruals may not be used during any leave of absence, except as allowed under Section 13 - Sick Leave.

**14.7 Military Leave.** Any employee who is required 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. An employee who volunteers for such service shall be granted a leave of absence if necessary 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.

**14.8 Return From Leave of Absence.**

a. Early Return. Whenever an employee who has been granted a leave without 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 early return provided, however, that less notification may be approved at the discretion of the appointing authority or his/her designee. Early return is subject to prior approval by the appointing authority. The Human Resources Department shall be notified promptly of such return.

b. Leave of Absence 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.

c. Leave of Absence Replacement. In case of severance from service or displacement by reason of the reinstatement of a permanent employee returning from a leave of absence, the provisions of Section 10 (Seniority, Workforce Reduction, Layoff, & Reassignment Seniority) shall apply.

d. Reinstatement From Family Care or Medical Leave of Absence. 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 sixty (60) 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 480 hours, including use of accruals, of intermittent or reduced work 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.

**14.9 Appeal of Denial.** The decision of the appointing authority on granting or denying 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.

**14.10 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 receive salary increments that may accrue to them during the period of military leave.

**14.11 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.

**14.12 Furlough Days Without Pay.** 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 Sections 12.1, 13.2, 13.8 and 14.1 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.

## SECTION 15 - JURY DUTY AND WITNESS DUTY

**15.1 <u>Jury Duty.</u>** For purposes of this Section, jury duty shall be defined as any time an employee is obligated to report to the court.

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

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

If summoned for jury duty in a Superior or 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.

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:

a. 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/her department where it will be retained as a department record. No "Absence/Overtime Record" is required.

b. 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.

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.

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.

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. Participants in 9/80 or 4/10 work schedules will not receive overtime or compensatory time credit for jury duty on their scheduled days off.

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

**15.2 <u>Witness Duty.</u>** 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.

Retention or waiver of fees shall be governed by the same provisions as apply to jury duty as set forth in Section 15.1 of this MOU.

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 16 - MEDICAL, DENTAL, AND LIFE INSURANCE

**16.1 Health Plan.** The County will provide group health benefits through the California Public Employees' Retirement System (CalPERS) for all permanent full-time employees, and permanent part-time employees regularly scheduled to work at least twenty (20) hours per week in classes represented by DAIA. The CalPERS health care program, as regulated by the Public Employees' Medical and Hospital Care Act (PEMHCA), regulations issued pursuant to PEMHCA, and the administration of PEMHCA by CalPERS, controls on all health plan issues for employees who receive health care coverage from CalPERS, including, but not limited to, eligibility, benefit plans, benefit levels, minimum premium subsidies, and costs.

**16.2 Contra Costa Health Plan (CCHP).** Because CCHP has met the minimum standards required under PEMHCA and is approved as an alternative CalPERS plan option, DAIA members and COBRA counterparts may elect to enroll in CCHP under the CalPERS plan rules and regulations.

**16.3 CalPERS Health Plan Monthly Premium Subsidy.** The County subsidy to the CalPERS monthly health plan premiums is as provided below. The employee must pay any CalPERS health plan premium costs that are greater than the County's subsidy identified in Section 16.3.

**A. County Premium Subsidy On and After January 1, 2015.**

For the plan year that begins on January 1, 2015, the County will pay the following monthly premium subsidy for each health plan:

| | |
|---|---|
| Employee/Retiree/Survivor Only | $608.87 |
| Employee/Retiree/Survivor & One Dependent | $1,217.74 |
| Employee/Retiree/Survivor & Two or more Dependents | $1,583.07 |

In addition, if there is an increase in the monthly premium charged by a health plan for 2015 that exceeds the above stated amounts, the County and the employee will each pay fifty percent (50%) of that increase. For each calendar

year thereafter, the County and the employee will each pay fifty percent (50%) of any premium increase for each health plan.

**B.** Effective January 1, 2015, in the first calendar year that a new health plan is offered, the County monthly premium subsidy will be equal to the corresponding Kaiser monthly premium in the CalPERS region for that health plan. For each calendar year thereafter, the County and the employee will each pay fifty percent (50%) of the monthly premium increase that is above the plan premium for the first year of the new plan.

**C.** In the event, in whole or in part, that the above County premium subsidy amounts are greater than one hundred percent (100%) of the applicable premium of any plan, for any plan year, the County's contribution will not exceed one hundred percent (100%) of the applicable plan premium.

**16.4 Dental Plan.** The County may, during the term of this MOU, change dental care providers, so long as the level of benefits provided is not reduced.

**16.5 County Dental Plan Premium Subsidy On and After January 1, 2016.** The County's subsidy to the monthly dental plan premiums shall be as provided below. This subsidy is provided only for permanent full-time and permanent part-time employees regularly scheduled to work at least twenty (20) hours per week. Permanent-intermittent and permanent part-time employees working less than twenty (20) hours per week may enroll in a dental plan but are not entitled to the County's premium subsidy. Any increases in dental plan costs greater than the County's premium subsidy identified below shall be borne by the employee.

**A**. County premium subsidy for 2016 and thereafter. For calendar year 2016, the County will pay the following monthly premium subsidy:

Dental Plans:

| | |
|---|---|
| Delta Dental | |
| Single | $32.69 |
| Family | $73.64 |
| DeltaCare (PMI) | |
| Single | $22.30 |
| Family | $48.19 |
| Delta Dental without health plan | |
| Single | $42.44 |
| Family | $95.62 |
| DeltaCare (PMI) without health plan | |
| Single | $28.91 |
| Family | $62.49 |

In addition, if there is an increase in the monthly premium charged by a dental plan for 2016 that exceeds the above stated amounts, the County and the employee will each

pay fifty percent (50%) of that increase. For each calendar year thereafter, the County and the employee will each pay fifty percent (50%) of any premium increase for each dental plan.

**B**. If the County premium subsidy amounts are greater than one hundred percent (100%) of the applicable premium of any dental plan, for any plan year, the County's contribution will not exceed one hundred percent (100%) of the applicable plan premium.

**C**. Eligible Family Members. The following persons may be enrolled as the Eligible Family Members of a dental plan subscriber.

1. Eligible Dependents:

   a. Employee's legal spouse
   b. Employee's qualified domestic partner
   c. Employee's Disabled Child who is:
      i. Over age 19,
         a). Unmarried; and
         b). Incapable of sustaining employment due to a physical or mental disability that existed prior to the child's attainment of age 19.
   d. Delta Dental Only - Employee's unmarried child who is:
      i. Under age 19; or
      ii. Age 19, or above, but under age 24; and
         a). Resides with the Employee for more than 50% of the year, excluding time living at school, and
         b). Receives at least 50% of support from Employee; and
         c). Is enrolled and attends school on a full-time basis, as defined by the school.
   e. Delta Care Only – Employee's child to age 26.

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

3. For purposes of this Section 16.5 – County Dental Plan Premium Subsidy On and After January 1, 2016 and Section 16.12 – Retirement Coverage, "Eligible Family Member" does not include Survivors of employees or retirees.

**16.6 Orthodontia Coverage.** The County will offer Orthodontia coverage to all permanent employees in classes represented by the DAIA who participate in a County dental plan. The cost for orthodontia coverage is borne 100% by each enrolled employee. Premium payments are made by payroll deduction or direct pay, as applicable.

**16.7 Rate Information.** The County Benefits Service Unit will make dental plan rate information and, to the extent possible, CalPERS health plan rate information available

to employees and departments upon request. In addition, the County Benefits Service Unit will publish and distribute to employees and departments information about rate changes as they occur during the year.

**16.8 Life Insurance Benefit Under Health and Dental Plans.** For permanent employees who are enrolled in a County sponsored health or dental plan as either the primary insured or a dependent, term life insurance in the amount of ten thousand dollars ($10,000) will be provided by the County.

**16.9 Life Insurance Contributions.** The County will pay the entire premium on behalf of permanent full-time and permanent part-time employees regularly scheduled to work at least twenty (20) hours per week who elect health and/or dental coverage. Permanent-intermittent and permanent part-time employees working less than twenty (20) hours per week may participate in the Life Insurance Plan at their full personal expense, which shall not exceed the County's cost, provided they elect health and/or dental coverage.

**16.10 Premium Payments.** Employee participation in any health, dental, or life insurance plan is contingent upon the employee authorizing payroll deduction by the County of the employee's share of the premium cost. The County's contribution to health plan and dental plan monthly premiums are payable as follows:

A. CalPERS Plan (Includes Alternate CCHP Plan). The County's contribution to the health plan premium is payable one (1) month in advance. If an employee's compensation in any month is not sufficient to pay the employee share of the premium, the employee must make up the difference by remitting the amount delinquent to the County by the tenth day of each month. The responsibility for this payment rests solely with the employee.

B. Dental and Life Insurance Plans. The County's contribution to the dental and life insurance premium (as described in Sections 16.5 and 16.9) is payable monthly. If an employee's compensation in any month is not sufficient to pay the employee share of the premium, the employee must make up the difference by remitting the amount delinquent to the County by the tenth day of each month. The responsibility for this payment rests solely with the employee.

**16.11 Extended Coverage.** An employee on approved leave without pay shall be allowed to continue his/her health/dental/life insurance coverage provided that the employee shall pay their share of the monthly premium by the tenth day of each month, during said leave.

An employee who terminates County employment is covered through the last day of the month in which he/she is paid for County dental plans and through the last day of the month following the month of termination for CalPERS plans. Employees who terminate County employment may continue Group Health/Dental plan coverage to the extent provided under the COBRA regulations.

**16.12 Retirement Coverage.**

**A.** **Retirement Coverage.** Upon retirement, employees and eligible family members may, subject to plan requirements, remain in the same County group medical and/or dental plan, if immediately before their retirement they are either active subscribers to one of the County contracted health/dental plans, including CalPERS plans, or if while on authorized leave of absence without pay, they have retained continuous coverage during the leave period.

**B.** **Retirement Medical Coverage.**

Government Code section 22892 applies to all employees who retire under the Contra Costa County Employees' Retirement Association (CCCERA).

**16.13 Dual Coverage.**

A. CalPERS Health Plan. Employees must adhere to the rules as established by CalPERS.

B. On and after January 1, 2013, each employee and retiree may be covered by only a single County health and/or a single County dental plan, including CalPERS plans. For example, a County employee may be covered under a single County health 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.

C. On and after January 1, 2013, each dependent 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.

D. For purposes of this Section 16.13 - Dual Coverage, "County" includes the County of Contra Costa and all Board of Supervisors governed special districts, such as the Contra Costa County Fire Protection District.

**16.14 Health Care Spending Account.** The County will continue to offer regular full-time and part-time (20/40 or greater) County employees the option 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 pre-determined amount of money from their paycheck for health care expenses not reimbursed by any other health benefits plan with before-tax dollars. HCSA dollars can 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.

**16.15 PERS Long Term Care.** The County will deduct and remit monthly premium and eligible lists to the PERS Long Term Care Administrator, at no County administrative cost, for County employees who are eligible and voluntarily elect to purchase long term care through the PERS Long Term Care Program.

The County further agrees that County employees interested in purchasing PERS Long Term Care may participate in meetings scheduled by PERS Long Term Care on County facilities during non-work hours (i.e. coffee breaks, lunch hour).

**16.16 Dependent Care Assistance Program.** The County will continue to offer 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 tax 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.

**16.17 Premium Conversion Plan.** The County will continue to offer 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 medical and dental premiums.

**16.18 Health Benefit Coverage for Employees Not Otherwise Covered.** To access County health plans, an employee represented by the Association 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"). Employees eligible to receive an offer of coverage (and qualified dependents), will be offered access to the County's lowest cost, single individual health insurance plan as determined by the County. Employees will be responsible for the full premium cost of coverage. This provision is not subject to the grievance process.

**16.19 Prevailing Section.** To the extent that any provision of this Section (Section 16 – Medical, Dental, and 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 resolution or order of the Board of Supervisors, the provision(s) of this Section (Section 16 – Medical, Dental, and Life Insurance) will prevail.

**16.20 Voluntary Vision Plan.** The County will offer active permanent full-time and active permanent part-time employees the option to enroll in a voluntary vision plan during the County's open enrollment. Employees will pay the full premium cost of the plan. The County will contract for a voluntary vision plan with no co-pays. The vision plan is not available to permanent-intermittent employees.

## SECTION 17 - PROBATIONARY PERIOD

**17.1 Duration.** All appointments from officially promulgated employment lists for original entrance or promotion shall be subject to a probationary period. This period shall be from six (6) months to two (2) years duration.

**17.2 Probation Periods Over Six Months.** Listed below are those classes represented by the Association which have probation periods in excess of six (6) months:

D.A. Sr. Inspector One (1) year

**17.3 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.

**17.4 Length of Probationary Period.** The probationary period shall commence from the date of appointment. It shall not include time served in provisional or temporary appointments or any period of continuous absence or industrial or non-industrial leave or temporary modified duty assignment exceeding fifteen (15) calendar days, except as otherwise provided in the Personnel Management Regulations or by law.

For those employees appointed to permanent-intermittent positions with a six (6) months probation period, probation will be considered completed upon serving one thousand (1,000) hours after appointment except that in no instance will this period be less than six (6) 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.

**17.5 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 affiliations or opinions, 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.

**17.6 <u>Regular Appointment.</u>** The regular appointment of a probationary employee shall begin on the day following the end of the probationary period, subject to the condition that the Director of Human Resources receive from the appointing authority a statement in writing that the services of the employee during the probationary period were satisfactory and that the employee is recommended for permanent appointment. A probationary employee may be rejected at any time during the probation period without regard to the Skelly provisions of this MOU, without notice and without right of appeal or hearing. If the appointing authority has not returned the probation report, or the appointing authority fails to submit in a timely manner the proper written documents certifying that a probationary employee has served in a satisfactory manner and later acknowledges it was his/her intention to do so, the regular appointment shall begin on the day following the end of the probationary period.

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 Human Resources Director 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.

**17.7 <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.

**17.8 Rejection During Probation of Laid Off Employee.** An employee who has achieved permanent status in the class before layoff and who subsequently is appointed from the layoff list shall begin a new probation period if subsequently certified and appointed in a different department or classification than that from which the employee was laid off. If the employee is rejected during the probation period, the employee shall be automatically restored to the layoff list, unless discharged for cause, if the rejection occurs within the employee's period of layoff eligibility.

## SECTION 18 - PROMOTION

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

**18.2 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.

**18.3 Open Exam.** If an examination for one of the classes represented by the Association 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 Association to discuss the reasons for such open announcement.

**18.4 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 one (1) year.

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

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

e. The Association approves such action.

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

**18.5 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.

**18.6 Seniority Credits.** Employees who have qualified to take promotional examinations and who have earned a total score, not including seniority credits, of seventy percent (70%) 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.

**18.7 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 County expense.

## SECTION 19 - TRANSFER

**19.1 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.

**19.2 Procedure.** 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/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.

## SECTION 20 - 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 upon 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.

**20.1 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.

**20.2 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 without response by the employee after the mailing of a notice of resignation by the appointing authority to the employee at the employee's last known address.

**20.3 Effective Resignation.** A resignation is effective when delivered or spoken to the appointing authority, operative either on that date or another date specified.

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

**20.5 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 on 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 22 – Grievance Procedure of the MOU beginning with Step C.

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 21 - DISMISSAL, SUSPENSION, DEMOTION, TEMPORARY REDUCTION IN PAY & REDUCTION WITHIN CLASS

**21.1 Cause for Action.** The appointing authority may dismiss, suspend, demote, temporarily reduce the pay of, or reduce within class 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, reduction 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 and/or the Office of the District Attorney 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.

**21.2 Skelly Requirements - Notice of Proposed Action (Skelly Notice).** Before taking a disciplinary action to dismiss, suspend, for more than five (5) work days (four (4) work days for employees on 4/10 work week), demote, temporarily reduce the pay of, or reduce within class 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.

**21.3 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 any extension, the right to respond is lost.

**21.4 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.

**21.5 Suspensions Without Pay.** Suspensions without pay shall not exceed thirty (30) days unless ordered by an arbitrator, an adjustment board or the Merit Board. The thirty (30) day limit does not apply to suspension due to pending criminal charges as provided in 21.6 below.

**21.6 Procedure on Dismissal, Suspension, Reduction Within Class, Temporary Reduction in Pay, or Disciplinary Demotion.**

a. In any disciplinary action to dismiss, suspend, reduce within class, 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, reduction within class, temporary reduction of 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, reduced within class 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, demotion, temporary reduction of pay, or reduction within class either to the Merit Board or through the procedures of Section 22 - Grievance Procedure of this MOU provided that such appeal is filed in writing with the Human Resources Director 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 22 of this MOU.

## SECTION 22 - GRIEVANCE PROCEDURE

**22.1 Definition.** 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 Association may represent the employee at any stage of the process. Grievances must be filed within thirty (30) days of the incident or occurrence about which the employee claims to have a grievance and shall 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/her detriment shall discuss the complaint

with the employee's immediate supervisor, who shall meet with the employee within five (5) days of receipt of a written request to hold such meeting.

Step 2. If a grievance is not satisfactorily resolved in Step 1 above, the employee 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 him/her to his/her detriment, and the redress he/she seeks. A copy of each written communication on a grievance shall be filed with the Employee Relations Officer or his/her designee. The Department Head or his/her designee shall have ten (10) work days in which to respond to the grievance in writing.

Step 3. If a grievance is not satisfactorily resolved in Step 2 above, the employee may appeal in writing within seven (7) work days to the Employee Relations Officer or his/her designee. The Employee Relations Officer or his/her designee shall have twenty (20) work days in which to investigate the merit of the complaint and to meet with the Department Head and the employee and attempt to settle the grievance and respond in writing.

Step 4. No grievance may be processed under this Step 4 which has not first been filed and investigated in accordance with Step 3 above and filed within seven (7) work days of the written response of the Employee Relations Officer or his/her designee. If the parties are unable to reach a mutually satisfactory accord on any grievance which arises and is presented during the term of this MOU, such grievance shall be submitted in writing within seven (7) work days to an Adjustment Board comprised of three (3) Association representatives, no more than two (2) of whom shall be either an employee of the County or an elected or appointed official of the Association presenting this grievance, and three (3) representatives of the County, no more than two (2) of whom shall be either an employee of the County or a member of the staff or an organization employed to represent the County in the meeting and conferring process. The Adjustment Board shall meet and render a decision within twenty (20) work days of receipt of the written request.

Step 5. If an Adjustment Board is unable to arrive at a majority decision, either the employee (or the County, when alleging a violation of Section 22.5) may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the employee and the Employee Relations Officer or his/her designee. Such request shall be submitted within twenty (20) work days of the rendering of the Adjustment Board decision. Within twenty (20) days of the request for arbitration the parties shall mutually select an arbitrator. The fees and expenses of the arbitrator and of the Court Reporter shall be shared equally by the employee and the County. Each party, however, shall bear the costs of its own presentation, including preparation and post hearing briefs, if any.

**22.2 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 an employee fails to meet the time limits specified in steps 1 through 4 above, the grievance will be deemed to have been settled and withdrawn.

**22.3 Notice.** An official, with whom a formal grievance is filed by a grievant who is included in a unit represented by the Association, but is not represented by the Association in the grievance, shall give the Association a copy of the formal presentation.

**22.4 Compensation Complaints.** All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Employee Relations Officer or his/her designee. 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 are to be resolved in the meeting and conferring process, if not detailed in the MOU which results from such meeting and conferring process shall be deemed withdrawn until the meeting and conferring process is next opened for such discussion. No adjustment shall be retroactive for more than two (2) years from the date upon which the complaint was filed.

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

**22.5 Strike/Work Stoppage.** During the term of this MOU, the Association, its members and representatives, agree that it and they will not engage in, authorize, sanction, or support any strike, slowdown, stoppage of work, sickout, or refuse to perform customary duties.

**22.6 Merit Board.**

a. All grievances of employees in representation units represented by the Association shall be processed under Section 22 unless the employee elects to apply to the Merit Board on matters within its jurisdiction.

b. No action under Step 3 and Step 4 of Subsection 22.1 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.

**22.7 Filing by Association.** The Association 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 23 - RETIREMENT

**23.1 Payment of Employee Contributions.** Effective on April 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.

**23.2 Safety Employees Retirement – Tier A - Employees Hired or Re-hired Before January 1, 2013.** For County employees hired or re-hired by the County before January 1, 2013, or who are hired after that date but are not new members under PEPRA, and who are safety members of CCCERA, the retirement formula shall be "3 percent at 50." The cost of living adjustment (COLA) to the retirement allowance shall not exceed three percent (3%) per year. The employee's final compensation shall be calculated based on a twelve (12) month salary average. This retirement benefit is known as Tier A. Effective July 1, 2012, each such employee in Tier A shall pay three percent (3%) of his/her retirement base to pay part of the employer's contribution for the cost of this retirement benefit. "Retirement base" means base salary and other payments, such as salary differential and flat rate pay allowances, used to compute retirement benefits.

Effective June 30, 2016, the payment of the 3% that the employee pays of his/her retirement base to pay part of the employer's contribution for the cost of Safety Tier A will cease.

**23.3 Thirty (30) Year Employees.** Through the term of this Memorandum of Understanding and any extensions thereof, an Association member with credit for more than 30 years of continuous service as a safety member shall not make payments from his/her retirement base to pay part of the employer's contribution for the cost of Safety Tier A.

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

A. For sworn employees who, under PEPRA, become safety New Members of the Contra Costa County Employee 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. PEPRA Safety Option Plan Two (2.7% @ 57) applies to these employees who, under PEPRA, become New Members of CCCERA. For these employees, 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.

**23.5 Re-opener – Election of Safety PEPRA Tier by Employees Hired on or Before December 31, 2012.** If either the Internal Revenue Service issues guidance acceptable to both parties, or the County receives a Private Letter Ruling from the IRS that protects the County and DAIA members hired prior to January 1, 2013, from additional tax liability if these employees have the opportunity to elect to enter the new Safety PEPRA Tier, then the County and the Association agree to reopen this agreement to meet and confer on 1) the possibility of allowing these employees to elect to enter the Safety Retirement PEPRA Tier , 2) seeking State Legislation to authorize these employees to make such an election, and 3) the process by which these employees would be able to elect to enter the Safety PEPRA Tier if the enabling legislation is enacted. Any changes to this agreement in these subject matter areas will occur only upon the written agreement of the parties.

## SECTION 24 - SAFETY

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.

## SECTION 25 - MILEAGE

The mileage allowance for the use of personal vehicles on County business shall be paid according to the rates allowed by the Internal Revenue Service and shall be adjusted to reflect changes in this rate on the date it becomes effective or the first of the month following announcement of the changed rate by the Internal Revenue Service, whichever is later.

## SECTION 26 - 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.

Pay errors discovered by the County 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.

A repayment schedule will be no longer than three times (3) the length of time the overpayment occurred.

## SECTION 27 - PERSONNEL FILES

An employee shall have the right to inspect and review any official record(s) relating to his/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 contents of such records shall be made available to the employee for inspection and review at reasonable intervals during the regular business hours of the County. 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/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.

All documents pertaining to disciplinary actions shall be placed in an official personnel file maintained by the Human Resources Department or in an official personnel file maintained by their department. 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, reduction within class or demotion of the employee. 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 department. 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.

## SECTION 28 - SERVICE AWARDS

The County shall continue its present policy with respect to service awards including time off; provided, however, that the type of award given shall be at the sole discretion of the County.

## SECTION 29 - 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 to be out of his/her regular or normal work area during a meal hour because of a particular work assignment and with prior approval of the Department Head or his/her designee.

b. When the employee is required to stay over to attend consecutive or continuing afternoon and night sessions of a Board or Commission.

c. 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.

d. When the employee is required to work three (3) or more hours of overtime; in this case he/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 24-hour institutions.

Procedures and definitions relative to reimbursement for meal expenses shall be in accordance with the Administrative Bulletin on Expense Reimbursement.

## SECTION 30 - COMPENSATION FOR LOSS OR DAMAGE TO PERSONAL PROPERTY

The loss or damage to personal property of employees is subject to reimbursement under the following conditions:

a. The loss or damage must result from an event which is not normally encountered or anticipated on the job and which is not subject to the control of the employee.

b. Ordinary wear and tear of personal property used on the job is not compensable.

c. Employee tools or equipment provided without the express approval of the Department Head and automobiles are excluded from reimbursement.

d. The loss or damage must have occurred in the line of duty.

e. The loss or damage was not a result of negligence or lack of proper care by the employee.

f. The personal property was necessarily worn or carried by the employee in order to adequately fulfill the duties and requirements of the job.

g. The loss or damage to an employee's dentures or other prosthetic devices did not occur simultaneously with a job connected injury covered by workers' compensation.

h. The amount of reimbursement shall be limited to the actual cost to repair damages. Reimbursement for items damaged beyond repair shall be limited to the actual value of the item at the time of loss or damage but not more than the original cost.

I. The burden of proof of loss rests with the employee.

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

## SECTION 31 - UNFAIR LABOR PRACTICE

Either the County or the Association may file an unfair labor practice as defined in Chapter 34-22 of the Board of Supervisors Resolution 81/1165 against the other. Allegations of an unfair labor practice, if not resolved in discussions between the parties, may be heard by a mutually agreed upon impartial third party.

## SECTION 32 - 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, provisional, 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 Human Resources Director shall determine these matters based on the employee status records in the Human Resources Department.

## SECTION 33 - 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 34 - PERMANENT-INTERMITTENT EMPLOYEE BENEFITS

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

## SECTION 35 - PROFESSIONAL REIMBURSEMENT

The County agrees to reimburse employees in the District Attorney Investigators' Unit for actual cost of membership dues in job-related professional associations, job-related equipment, professional publications, training and software and hardware from a standardized County approved list provided each employee in the District Attorney Investigators' Unit complies with the provisions of the Computer Use and Security Policy adopted by the Board of Supervisors. Effective January 1, 2007, the maximum amount will be increased to three-hundred dollars ($300) per calendar year. Effective January 1, 2020, the maximum amount will be increased to six hundred dollars ($600) per calendar year.

Reimbursement in the amount prescribed above will be processed upon presentation of a verified receipt to the Auditor-Controller's Office showing payment of annual membership dues in job-related professional associations, or purchase of job-related equipment, professional publications, training or software and hardware and evidence of supervisor approval.

Any unused accrual may be carried forward to the next calendar year up to eight hundred dollars ($800).

## SECTION 36 - SAFETY EQUIPMENT

a. The County agrees to continue to provide newly hired Inspectors with all required safety equipment. Said equipment shall remain the property of the County;

b. Safety equipment owned by the County deemed unserviceable by the District Attorney or his/her authorized representative shall be turned over to the County and a replacement shall be furnished by the District Attorney or his/her authorized representative;

c. The provisions of this replacement program do not apply to safety equipment damaged or otherwise rendered unserviceable as a result of employee negligence, subject to the provisions of Section 3802 of the California Labor Code;

d. The District Attorney or his/her designated representative retains the right to render final decisions on the serviceability of safety equipment.

e. The District Attorney's Office will provide District Attorney Inspectors and Senior District Attorney Inspectors an appropriate "turn out" jacket.

## SECTION 37 - DEPENDENT CARE

a. Dependent Care Information & Referral Service. The County will administer an Information & Referral Service through the Contra Costa Child Care Council for the duration of this MOU.

b. Dependent Care Salary Contribution. Subject to the applicable provisions of the Internal Revenue Service, employees may contribute up to $5,000 each calendar year from their salaries for approved dependent care; only eligible employees may contribute for such expenses; there is no County contribution for dependent care.

Reimbursements are made on a monthly basis subject to submission of itemized statements, adequate accumulation of the salary contribution, proof of payment, and applicable County administrative procedures.

## SECTION 38 - BILINGUAL PAY

A salary differential shall be paid incumbents of positions requiring bilingual proficiency as designated by the appointing authority and Director of Human Resources. The differential shall be one hundred nine dollars ($109) per month effective the first of the month following the month this Memorandum of Understanding is adopted by the Board of Supervisors. 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.

If during the term of this MOU, the County increases the Bilingual Pay for other bargaining units, the County will extend that increase to the DAIA bargaining unit members. The increase will be implemented on prospective basis only and will not be subject to retroactivity.

## SECTION 39 - 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 40 - SCOPE OF AGREEMENT & SEPARABILITY OF PROVISION

**40.1 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. Any past side letters or any other agreements that are not incorporated into or attached to this MOU are deemed expired upon approval of this MOU by the Board of Supervisors.

The Association understands and agrees that the County is not obligated to meet and confer regarding wages, hours or conditions of employment during the term of this extended agreement, except as otherwise required by law.

**40.2 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.

**40.3 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. It is recognized, however, that certain provisions of the Personnel Management Regulations may be supplementary to the provisions of this MOU or deal with matters not within the scope of representation and as such remain in full force and effect.

**40.4 Duration of Agreement.** This Agreement will continue in full force and effect from July 1, 2019 to and including June 30, 2023. 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.

# DISTRICT ATTORNEY INVESTIGATORS' ASSOCIATION

## ATTACHMENTS

| | |
|---|---|
| **ATTACHMENT A** | **CLASS & SALARY LISTING** |
| **ATTACHMENT B** | **PROJECT POSITIONS** |

**ATTACHMENT A**

**District Attorney Investigators' Association**
**CLASS AND SALARY LISTING**
**Effective 7/1/2019**

| | | | Salary Range | |
|---|---|---|---|---|
| Job Code | Class Title | Flex Staff (F) / Deep Class (D) | From | To |
| 6KVA | DA SR INSPECTOR | | $8,293.27 | $11,480.60 |

All classes are designated as safety

## PROJECT POSITIONS

The District Attorney Investigators' Association 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 the District Attorney Investigators' Association. For example, District Attorney Senior Inspector is represented by the Association, therefore, it has been agreed that District Attorney Senior Inspector-Project will also be represented by the District Attorney Investigators' Association.

Other project classes that are not readily identifiable as properly included in bargaining units represented by the District Attorney Investigators' Association shall be assigned to bargaining units in accordance with the provisions of Section 34-12.015 of Board Resolution 81/1165 as set forth in Section 2.8 of this Memorandum of Understanding.

The Association 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 the District Attorney Investigators' Association 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 notice and without right of appeal or hearing or recourse to the grievance procedure as it applies to suspensions, demotions or discharge.

3. Any provision of this Memorandun of Understanding which pertains to layoff or seniority are not applicable to project employees.

**DISTRICT ATTORNEY**
**INVESTIGATORS' ASSOCIATION**

## SUBJECT INDEX


Accrual During Leave Without Pay (Sick Leave) ..... 31
Accrual During Leave Without Pay (Vacation Leave) ..... 23
Accrual on Prorated Basis ..... 24
Administration of Sick Leave ..... 27
Adoption ..... 60
Advance Notice ..... 5
Anniversary Dates ..... 8
Appeal of Denial ..... 36
Assignment of Classes to Bargaining Units ..... 5
Association Recognition ..... 4
Association Representatives ..... 7
Association Security ..... 4
Attendance at Meetings ..... 6
Automated Time Keeping ..... 22

Bilingual Pay ..... 60

CalPERS Health Plan Monthly Premium Subsidy ..... 38
Cause for Action ..... 49
Cell Phones ..... 16
Coerced Resignations ..... 48
Communicating With Employees ..... 4
Compensation Complaints ..... 53
Compensation for Loss or Damage to Personal Property ..... 57
Compensation for Portion of Month ..... 10
Competitive Exam ..... 46
Conditions ..... 47
Constructive Resignation ..... 48
Contra Costa Health Plan (CCHP) ..... 38
County Dental Plan Premium Subsidy On and After January 1, 2016 ..... 39
Court Appearance Overtime ..... 16
Credits to and Charges Against Sick Leave ..... 24

Days and Hours of Work ..... 13
Definition (Grievance Procedure) ..... 51
Definitions ..... 2
Definitions (Days and Hours of Work) ..... 13
Dental Plan ..... 39
Dependent Care ..... 60
Dependent Care Assistance Program ..... 43
Disability ..... 27

Dismissal, Suspension, Demotion, Temporary
Reduction In Pay & Reduction Within Class ..... 49
Dual Coverage ..... 42
Dues Deduction ..... 4
Duration (Probationary Period) ..... 43
Duration of Agreement ..... 61

Effective Resignation ..... 48
Employee Response ..... 51
Entrance Salary ..... 8
Extended Coverage ..... 41

Family and Medical Leave Act (FMLA) and/or California Family
Rights Act (CFRA) ..... 32
Filing by Association ..... 53
Furlough Days Without Pay ..... 36

General Administration – Leaves of Absence ..... 31
General Wages ..... 7
Grievance Procedure ..... 51
Group Health Plan Coverage ..... 34

Health Benefit Coverage for Employees Not Otherwise Covered ..... 43
Health Care Spending Account ..... 42
Health Plan ..... 38
Holiday is WORKED and Holiday Falls on Regularly Scheduled Work Day
(for employees on a Regular Work Schedule, the Holiday always falls on
the employees regularly scheduled Work day) ..... 22
Holidays ..... 21
Holidays Observed ..... 21
Holidays Observed – Full-Time Employees ..... 22
Holidays Observed – Part-Time Employees ..... 22

Increments Within Range ..... 9
Integration of SDI ..... 31

Jury Duty ..... 37
Jury Duty and Witness Duty ..... 36

Layoff During Probation ..... 45
Leave of Absence ..... 31
Leave Pending Employee Response ..... 51
Leave Without Pay ..... 31
Leave Without Pay – Use of Accruals ..... 34
Length of Probationary Period ..... 44

Length of Service Definition (for service awards and vacation accruals) ..... 58
Life Insurance Benefit Under Health and Dental Plans ..... 41
Life Insurance Contributions ..... 41

Medical, Dental, and Life Insurance ..... 38
Merit Board ..... 53
Mileage ..... 55
Military Leave ..... 35

No Discrimination ..... 6
Notice (Grievance Procedure) ..... 53
Notice (Seniority, Workforce Reduction, Layoff & Reassignment) ..... 20

Official Representatives ..... 6
On-Call/Call Back ..... 16
Open Exam ..... 46
Orthodontia Coverage ..... 40
Overtime ..... 14
Overtime and Compensatory Time ..... 14
Overtime And Straight Time Compensatory Time ..... 14

Part-Time Compensation ..... 9
Payment ..... 13
Payment of Employee Contributions ..... 54
Pay for Work in Higher Classification ..... 12
Pay Warrant Errors ..... 55
Permanent Part-Time Employee Benefits ..... 58
Permanent-Intermittent Employee Benefits ..... 58
PERS Long Term Care ..... 42
Personnel Files ..... 56
Personnel Management Regulations ..... 61
Physical Examination ..... 47
Policies Governing the Use of Paid Sick Leave ..... 24
Position Reclassification ..... 10
Pregnancy Disability Leave ..... 34
Premium Conversion Plan ..... 43
Premium Payments ..... 41
Prevailing Section ..... 43
Probation Periods Over Six Months ..... 43
Probationary Period ..... 43
Procedure ..... 47
Procedure on Dismissal, Suspension, Reduction Within Class,
Temporary Reduction in Pay, or Disciplinary Demotion ..... 51
Professional Reimbursement ..... 59

Promotion ..... 46
Promotion Policy ..... 46
Promotion Via Reclassification Without Examination ..... 46
Purpose of Sick Leave ..... 24

Rate Information ..... 40
Reassignment of Laid Off Employees ..... 21
Regular Appointment ..... 45
Regular Work Schedule ..... 13
Reimbursement for Meal Expenses ..... 56
Rejection During Probation ..... 44
Rejection During Probation of Laid Off Employee ..... 46
Release Time for Training ..... 7
Re-opener – Election of Safety PEPRA Tier By Employee's
Hired on or Before December 31, 2012 ..... 55
Requirements for Promotional Standing ..... 46
Resignation in Good Standing ..... 48
Resignations ..... 48
Retirement ..... 54
Retirement Coverage ..... 41
Return From Leave of Absence ..... 35
Revised Probationary Period ..... 44
Revocation ..... 48

Safety ..... 55
Safety Employees Retirement – Tier A – Employee's
Hired Or Re-Hired Before January 1, 2013 ..... 54
Safety Equipment ..... 59
Safety Retirement Benefit-Sworn Employees who become
New Members of CCCERA on or after January 1, 2013 ..... 54
Salaries ..... 7
Salary on Involuntary Demotion ..... 11
Salary on Promotion ..... 11
Salary on Voluntary Demotion ..... 11
Salary Reallocation & Salary on Reallocation ..... 10
Salary Review While on Leave of Absence ..... 36
Scope of Agreement ..... 61
Scope of Agreement & Separability of Provision ..... 61
Seniority Credits ..... 47
Seniority, Workforce Reduction, Layoff & Reassignment ..... 17
Separability of Provisions ..... 61
Separation Through Layoff ..... 18
Service Awards ..... 56
Sick Leave ..... 24
Skelly Requirements – Notice of Proposed Action (Skelly Notice) ..... 50
Special Employment Lists ..... 21
Straight Time Pay ..... 14
Strike/Work Stoppage ..... 53
Suspensions Without Pay ..... 51

Thirty (30) Year Employees (Retirement) ..... 54
Time Limits (Grievance Procedure) ..... 52
Time Reporting and Pay Practices Waiver ..... 13
Time Reporting/Time Stamping ..... 14
Transfer ..... 47
Transfer (Salaries) ..... 12

Unauthorized Absence ..... 36
Unfair Labor Practice ..... 58
Use of County Buildings ..... 5

Vacation Accrual Rates ..... 23
Vacation Allowance ..... 22
Vacation Allowance for Separated Employees ..... 24
Vacation Leave ..... 22
Vacation Leave on Reemployment from a Layoff List ..... 24
Voluntary Vision Plan ..... 43

Witness Duty ..... 37
Workers' Compensation ..... 30
Workforce Reduction ..... 17
Workweek for Employees on Regular Work Schedule ..... 13