MEMORANDUM OF UNDERSTANDING

BETWEEN

CONTRA COSTA COUNTY

AND

PUBLIC EMPLOYEES UNION, LOCAL ONE
CSB – SITE SUPERVISOR UNIT

JULY 1, 2016 – JUNE 30, 2019

PUBLIC EMPLOYEES UNION, LOCAL ONE
CSB - SITE SUPERVISOR UNIT

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ATTACHMENTS

MEMORANDUM OF UNDERSTANDING
BETWEEN
CONTRA COSTA COUNTY
AND
PUBLIC EMPLOYEES UNION, LOCAL ONE
CSB - SITE SUPERVISOR UNIT

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

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

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

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

DEFINITIONS

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

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

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

County: Contra Costa County.

Demotion: The change of an 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, or in the Personnel Management Regulations.

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 class.

Employee: A person who is an incumbent of a position or who is on leave of absence in accordance with provisions of this MOU and whose position is held pending his/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 and who have been involuntarily separated by layoff or displacement, or demoted by displacement, or have voluntarily demoted in lieu of layoff or displacement, or have transferred in lieu of layoff or displacement.

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. Project employees are not covered by the Merit System.

Promotion: The change of an 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, or in the Personnel Management Regulations.

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

Reallocation: The act of reassigning an individual position from one class to another class at the same range of the salary schedule or to a class which is allocated to another range that is within five percent (5%) of the top step, except as otherwise provided for in the Personnel Management Regulations, 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 class and, who have voluntarily separated and are qualified for consideration for reappointment under the Personnel Management Regulations governing reemployment.

Resignation: The voluntary termination of employment with the County.

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

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

Union: Public Employees Union, Local One

SECTION 1 - RECOGNITION

The Union is the formally recognized employee organization for the Community Services Bureau – Site Supervisor Unit. The Union has been certified as such, pursuant to Chapter 34-12 of Contra Costa County Board of Supervisors' Resolution 81/1165. Represented classes in this unit are:

Site Supervisor I – Project (CJH2)
Site Supervisor II – Project (CJG1)
Site Supervisor III – Project (CJF1)

SECTION 2 - UNION SECURITY

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

2.2 Maintenance of Membership. All employees in the Community Services Bureau - Site Supervisor Unit, represented by the Union, who are currently paying dues to the Union and all employees in such unit who hereafter become members of the Union shall as a condition of continued employment pay dues to the Union for the duration of this MOU and each year thereafter so long as the Union continues to represent the class to which the employee is assigned, unless the employee has exercised the option to cease paying dues in accordance with Section 2.4 – Withdrawal of Membership.

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

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

said authorization form which shall be deemed proper notice of his or her right to revoke said authorization.

2.4 <u>Withdrawal of Membership.</u> By notifying the Auditor-Controller's Office in writing, between August 1 and August 31, any employee assigned to a classification in the CSB Site Supervisor Unit may withdraw from Union membership and discontinue paying dues as of the payroll period commencing September 1st; discontinuance of dues payments to then be reflected in the October 10th paycheck. Immediately upon the close of the above-mentioned thirty (30) day period the Auditor-Controller shall submit to the Union a list of the employees who have rescinded their authorization for dues deduction.

2.5 <u>Agency Shop.</u>

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

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

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

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

3. <u>Do both of the following:</u>

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

b. Pay a sum equal to the agency shop fee described in Section 2.5.B.2 to a non-religious, non-labor, charitable fund chosen by the employee from the following charities: Family and Children's Trust Fund, Child Abuse Prevention Council and Battered Women's Alternative.

C. The Union shall provide the County with a copy of the Union's Hudson Procedure for the determination and protest of its agency shop fees. The Union shall provide a copy of said Hudson Procedure to every fee payer covered by this MOU within one month from the date it is approved and annually thereafter, and

as a condition to any change in the agency shop fee. Failure by an employee to invoke the Union's Hudson Procedure within one month after actual notice of the Hudson Procedure shall be a waiver by the employee of their right to contest the amount of the agency shop fee.

D. The provisions of Section 2.5.B.2 shall not apply during periods that an employee is separated from the representation unit but shall be reinstated upon the return of the employee to the representation unit. The term separation includes transfer out of the unit, layoff, and leave of absence with a duration of more than thirty (30) days.

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

F. Compliance.

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

2. If the form authorizing payroll deduction is not returned within thirty (30) calendar days after notice of this agency shop fee provision and the union dues, agency shop fee, initiation fee or charitable contribution required under Section 2.5.B.3 are not received, the Union may, in writing, direct that the County withhold the agency shop fee and the initiation fee from the employee's salary, in which case the employee's monthly salary shall be reduced by an amount equal to the agency shop fee and the County shall pay an equal amount to the Union.

G. The Union shall indemnify, defend, and save the County harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability that arise out of or by reason of this union security section, or action taken or not taken by the County under this Section. This includes, but is not limited to, the County's attorneys' fees and costs. The provisions of this subsection shall not be subject to the grievance procedure following the adoption of this MOU by the County Board of Supervisors.

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

I. In the event that employees in a bargaining unit represented by the Union vote to rescind agency shop, the provisions of Section 2.2 and 2.4 shall apply to dues-paying members of the Union.

2.6 Communicating With Employees. The Union shall be allowed to use designated portions of bulletin boards or display areas in public portions of County buildings or in public portions of offices in which there are employees represented by the Union, provided the communications displayed have to do with matters within the scope of representation and further provided that the employee organization appropriately posts and removes the information. The Department Head reserves the right to remove objectionable materials after notification and discussion with the Union.

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

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

a. to post literature on bulletin boards;

b. to arrange for use of a meeting room;

c. to leave and/or distribute a supply of literature as indicated above;

d. to represent an employee on a grievance and/or to contact a Union officer on a matter within the scope of representation.

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

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

a. such space is available and its use by the Union 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 Union shall maintain proper order at the meeting and see that the space is left in a clean and orderly condition.

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

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

2.9 Assignment of Classes to Bargaining Units. The County shall assign new classes in accordance with the following procedure:

A. Initial Determination. When a new class title is established, the Labor Relations Manager 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 or her determination.

B. Final Determination. This 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 Labor Relations Manager 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-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 Resolution 81/1165.

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

2.11 Additional Information. Upon written request by the Union and no more than two times per year, the Department shall provide a list of the names and classifications of employees that are members of this representation unit.

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

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

The County and the Union recognize that the County has an obligation to reasonably accommodate disabled employees. If by reason of the aforesaid requirement, the County contemplates actions to provide reasonable accommodation to an individual employee in compliance with the Americans with Disabilities Act (ADA) which are in conflict with any provision of this Agreement, the Union will be advised of such proposed accommodation. Upon request, the County will meet and confer with the Union on the impact of such accommodation. If the County and the Union do not reach agreement, the County may implement the accommodation if required by law without further negotiations. Nothing in this MOU shall preclude the County from taking actions necessary to comply with the requirements of the ADA.

SECTION 4 - OFFICIAL REPRESENTATIVES

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

a. If their attendance is required by the County at a specific meeting;

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, and required to address appeals filed pursuant to Section 23 – Grievance Procedure of this MOU;

d. they may utilize a reasonable time at each level of the proceedings to assist an employee to present a grievance – provided the meetings are scheduled at reasonable times agreeable to all parties;

e. if they are designated as spokesperson or representative of the Union and as such make representations or presentations at meetings or hearings on wages, salaries and working conditions; provided in each case advance arrangements for time away from the employee's work station or assignment are made with the appropriate department head or his designee, and the County agency calling the meeting is responsible for determining that the attendance of the particular employee(s) is required.

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

4.2 Union Representatives. Official representatives of the Union shall be allowed time off on County time for meetings during regular working hours when formally meeting and conferring in good faith or consulting with the Employee Relations Officer or his/her designee or other management representatives on matters within the scope of representation, provided that the number of such representatives shall not exceed one (1) without prior approval of the Employee Relations Officer or his/her designee, and that advance arrangements for the time away from the work station or assignment are made with the appropriate department head or designee.

4.3 Release Time for Training. The County shall provide a maximum of sixteen (16) total hours per year of release time for official representatives of the Union to attend Union-sponsored training programs.

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

SECTION 5 – SALARIES

5.1 General Wages. Because employees in the Community Services Bureau Site Supervisors Unit receive external State and federal funding for their programs, these employees are not eligible for general cost of living wage adjustments negotiated between Local One and the County.

A. Effective the first day of the month following ratification by the Union, the base rate of pay for all classifications represented by the Union will be increased by five percent (5%).

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

No later than November 1, 2017, or within thirty (30) days of the County's receipt of notice concerning the amount of State and Federal grant funding for Community Services Bureau programs for the following calendar year, the County shall request to meet and confer with the Union to discuss salary adjustments for 2018. The amount of salary adjustment and effective date shall be determined by the Union and County in the meet and confer process.

B. Lump Sum Ratification Payment

1. Permanent Employees. Permanent full-time employees, including project employees, who meet all of the following criteria will be paid lump sum ratification payments of one thousand dollars ($1000). Permanent part-time employees, including project employees, who meet all of the following criteria will be paid a prorated lump sum ratification payment based on approved position hours. The prorated lump sum payment for permanent part-time employees will be calculated by multiplying one thousand dollars ($1000) by the employee's approved position hours (for example: $1000 x (20/40)= $500).

2. Permanent-Intermittent Employees. Permanent-intermittent employees who meet all the following criteria will be paid a lump sum ratification payment of two hundred dollars ($200).

Criteria: The employee must be employed by the County in a classification represented by the Union on the first day of the month in which the MOU is adopted by the Board of Supervisors.

3. Temporary and per diem employees are not eligible for the ratification payment.

4. The employee's lump sum ratification payment will be subject to the employee's required deductions, such as taxes, wage garnishments, and

retirement.

5.2 Entrance Salary. New employees shall generally be appointed at the minimum step of the salary range established for the particular class of the 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 Certification Rule.

A. Open Employment List. On each request for personnel from an open employment list, ten (10) names shall be certified. If more than one (1) position is to be filled in any class in a department at the same time from the same request for personnel, the number of names to be certified from an open employment list shall be equal to the number of positions to be filled plus nine (9).

B. Promotional Employment List. On each request for personnel from a promotional employment list, five (5) names shall be certified. If more than one (1) position is to be filled in any class in a department at the same time from the same request for personnel, the number of names to be certified from a promotional employment list shall be equal to the number of positions to be filled plus four (4).

5.4 Anniversary Dates. 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 5.4.A above.

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

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

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

classification and step, and who then successfully completes the required probationary period.

5.5 <u>Increments Within Range.</u> The performance of each employee, except employees already at the maximum salary step of the appropriate salary range, shall be reviewed on the anniversary date as set forth in Section 5.4 – 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 denial of the increment or denial subject to one additional review at some specified date before the next anniversary, such date to 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. In case an appointing authority recommends denial of the within range increment on some particular anniversary date, but recommends a special salary review at some date before the next anniversary, the special salary review shall not affect the regular salary review on the next anniversary date. Nothing herein shall be construed to make the granting of increments mandatory on the County. If an operating department verifies in writing that an administrative or clerical error was made in failing to submit the documents needed to advance an employee to the next salary step on the first of the month when eligible, said advancement shall be made retroactive to the first of the month when eligible.

5.6 <u>Compensation for Portion of Month.</u> 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.

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

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

5.8 Salary Reallocation & Salary on Reallocation.

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

B. In the event that a classification is reallocated from a salary range with more steps to a salary range with fewer steps on the salary schedule, apart from the general salary increase or decrease described in 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 Section 5.9 – Salary on Promotion.

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 5.11 – Salary on Voluntary Demotion, shall receive the salary in the new salary range which is next higher than the rate received before promotion. In the event this increase is less than five percent (5%), the employee's salary shall be adjusted to the step in the new range which is at least five percent (5%) greater than the next higher step; provided, however, that the next step shall not exceed the maximum salary for the higher class. In the event of the appointment of a laid off employee from

the layoff list to the class from which the employee was laid off, the employee shall be appointed at the step which the employee had formerly attained in the higher class unless such step results in a decrease in which case the employee is appointed to the next higher step. If however, the employee is being appointed into a class allocated to a higher salary range than the class from which the employee was laid off, the salary will be calculated from the highest step the employee achieved prior to layoff, or from the employee's current step, whichever is higher.

5.10 Salary on Involuntary Demotion. Any employee who is demoted, except as provided under Section 5.12 - Transfer, shall have his/her salary reduced to the monthly salary step in the range for the class of position to which he/she has been demoted next lower than the salary received before demotion. In the event this decrease is less than five percent (5%), the employee's salary shall be adjusted to the step in the new range which is five percent (5%) less than the next lower step; provided, however, that the next step shall not be less than the minimum salary for the lower class.

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

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

5.13 Pay for Work in Higher Classification. When an employee in this representation unit 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, at the start of the second full day in the assignment, under the following conditions. Payment shall be made retroactive after completing the first forty (40) consecutive hours worked in the higher classification.

a. 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 established and assigned to the Salary Schedule.

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

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

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

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

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

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

h. During the period of work for higher pay in a higher classification, an employee will retain his/her regular classification, and anniversary and salary review dates will be determined by time in that classification; except that if the period of work for higher pay in a higher classification exceeds one (1) year continuous employment, the employee, upon satisfactory performance in the higher classification, shall be eligible for a salary review in that class on his/her next anniversary date. Notwithstanding any other salary regulations, the salary step placement of employees appointed to the higher class immediately following termination of the assignment, shall remain unchanged.

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

The advance shall be in an amount equal to one-third (1/3) or less, at the employee's option, 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 or before April 30 or October 31 of each year or during the first month of employment by filing on forms prepared by the Auditor-Controller a notice of election to receive salary advance.

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, all required or requested deductions from salary shall be taken from the second installment, which is payable on the tenth (10th) day of the following month.

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

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

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

SECTION 6 – DAYS AND HOURS OF WORK

6.1 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.

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

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

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

SECTION 7 – ANNUAL ADMINISTRATIVE LEAVE

Site Supervisors shall continue to be credited with sixty (60) hours of paid administrative leave each January 1st. This leave time is non-accruable and all balances will be zeroed-out effective December 31, each year. Employees hired after January 1 shall have such leave prorated based upon position hours.

This administrative leave is provided in recognition of those situations when Site Supervisors are expected to work additional hours without receiving overtime pay, such as when responding to emergencies, attending various meetings and administering the program.

SECTION 8 –SECTION INTENTIONALLY LEFT BLANK

SECTION 9 – WORKFORCE REDUCTION AND LAYOFF

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

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

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

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

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

E. Approve requests for reduction in hours, lateral transfers, and voluntary demotions to vacant, funded positions in classes not scheduled for layoffs within

the department, as well as to other departments not experiencing funding reductions or shortfalls when it is a viable operational alternative for the department(s).

F. Review various alternatives which will help mitigate the impact of the layoff by working through the Tactical Employment Team 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 Employee Relations Officer or his/her designee that the Board of Supervisors may take action which will result in the layoff of employees in a representation unit, the Employee Relations Officer or his/her designee shall notify the Union of the possibility of such layoffs and shall meet and confer with the Union regarding the implementation of the action.

9.2 Separation Through Layoff.

A. Grounds for Layoff. Any employee(s) 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, full time employee may displace an employee in the department having less seniority in the same class who occupies a 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 completed probation 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 part-time employees may displace only employees holding positions of the same type respectively.

2. A full time employee may displace any 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 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 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.

4. It is understood that Project employees are not covered by the Merit System and that Project employees cannot displace Merit System employees.

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 (5%) percent of the former class shall carry the seniority accrued in the former class into the new class. Service for layoff and displacement purposes includes only the employee's last continuous regular 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 position within the period of layoff eligibility.

Approved leaves of absence as provided for in this MOU 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 regular County employment. If there remain ties seniority rights, such ties shall be broken by counting total time in the department in regular employment. Any remaining ties shall be broken by random selection among the employees involved.

F. Eligibility for Layoff List. Whenever any person 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 List. First, layoff lists shall contain the names of persons laid off, displaced, or demoted as a result of a layoff or displacement, or who have voluntarily demoted or transferred in lieu of layoff or displacement. Names shall be listed in order of layoff seniority in the class from which laid off, displaced, demoted or transferred on the date of layoff, the most senior person listed first. In case of ties in seniority, the seniority rules shall apply except that where there is a class seniority tie between persons laid off from different departments, the tie(s) shall be broken by length of last continuous regular 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. Appointment 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 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. Non-Merit employees will be required to meet all Merit System requirements when seeking appointment to a Merit System job.

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 appointment to the class for which the eligible list was established have been declined by the eligible. A single offer is defined as

an offer of all the permanent positions that are available at that time. A rejection of all of those offered positions constitutes a single declination.

5. If the eligible fails to respond to the Director of Human Resources or the appointing authority within ten (10) days to written notice 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 appointment of a person on a layoff list is to a lower class which has a top step salary lower than the top step of the class from which the person was laid off, the name of the person shall not be removed from the layoff list.

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

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

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

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

9.5 Reassignment of Laid Off Employees. Employees who displaced within the same classification from full time to part-time 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 10 – HOLIDAYS

10.1 Holidays Observed. The County will observe the following holidays:

January 1st, known as New Year's Day
Third Monday in January, known as Dr. Martin Luther King, Jr. Day
Third Monday in February, known as President's Day
The last Monday in May, known as Memorial Day
July 4th, known as Independence Day
First Monday in September, known as Labor Day
November 11th, known as Veterans Day
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.

10.2 Floating Holidays. All employees shall accrue four (4) hours of personal holiday credit per month. Such personal holiday time may be taken in one (1) minute increments and may not be rounded. No employee may accrue more than forty (40) hours of personal holiday credit. On separation from County service, the employee shall be paid for any unused personal holiday credits at the employee's then current pay rate.

10.3 Holiday is NOT Worked and Holiday Falls on Regularly Scheduled Work Day:

A. Holidays Observed – Full-Time Employees: Full-time employees on the regular work schedule are entitled to observe a holiday (eight (8) hours off), 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.

For employees who work in twenty-four (24) hour facilities and are assigned to rotating shifts, any holiday that falls on a Saturday will be observed on a Saturday, and any holiday that falls on a Sunday will be observed on a Sunday.

B. Holidays Observed – Part-Time Employees: Part-time employees are entitled to observe a holiday in the same ratio as the number of hours the part-time employee's weekly schedule bears to forty (40) hours, without a reduction in pay, whenever a holiday is observed by the County.

SECTION 11 - VACATION LEAVE

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

11.2 Vacation Accrual Rates. Employees shall accrue vacation credit as follows:

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 through 19 years	13-1/3	320
20 through 24 years	16-2/3	400
25 through 29 years	20	480
30 years and up	23-1/3	560

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

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

Example:

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

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

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

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

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

Example Two:

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

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

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

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

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

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

***Example One*:**

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

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

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

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

Example Two:

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

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

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

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

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

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

11.4 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.

11.5 Vacation Buy Back.

Employees may elect payment of up to one-third ($^1/_3$) of their annual vacation accrual, subject to the following conditions:

(1) the choice can be made only once in each calendar year;

(2) payment shall be based on an hourly rate determined by dividing the employee's monthly salary by 173.33; and

(3) the maximum number of hours that may be paid in any calendar year is one-third ($^1/_3$) of the annual accrual.

(4) employees promoted or hired by the County into any classification represented by Local 1 CSB on and after January 1, 2012, are not eligible for the Vacation Buy-Back benefit. However, any employee who was eligible for a Vacation Buy-Back benefit before promoting into a classification represented by Local 1 CSB will retain that benefit after promoting into a classification represented by Local 1 CSB.

In those instances where a lump-sum payment has been made to employees as a retroactive general salary adjustment for a portion of the calendar year, which is subsequent to exercise by an employee of the buy-back provision herein, that employee's vacation buy-back shall be adjusted to reflect the percentage difference in base pay rates upon which the lump-sum payment was computed – provided that the period covered by the lump-sum payment was inclusive of the effective date of the vacation buy-back.

SECTION 12 - SICK LEAVE

12.1 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.

12.2 Credits To and Charges Against Sick Leave. Sick leave credits accrue at the rate of eight (8) working hours credit for each completed month of service, as prescribed by County Salary Regulations. 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 regular position within the period of layoff eligibility.

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

12.3 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: Includes only the spouse, son, stepson, daughter, stepdaughter, father, stepfather, mother, stepmother, brother, sister, grandparent, grandchild, niece, nephew, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, foster children, aunt, uncle, cousin, stepbrother, 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: Any person employed by Contra Costa County in an allocated position in the County service.

Paid Sick Leave Credits: 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.

G. 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. Except as set forth in Section 12.3.h - Baby/Child Bonding, sick leave may not be utilized after the employee has been released from the hospital unless the employee has provided the County with a written statement from her attending physician stating that her disability continues and the projected dates of the employee's recovery from such disability.

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

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

2. For working time used by an employee for 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 or of the employee’s domestic partner, but this shall not exceed three (3) working days, plus up to two (2) days of work time for necessary travel. Use of additional accruals including sick leave when appropriate may be authorized in conjunction with the bereavement leave at the discretion of the appointing authority.

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

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

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

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

12.4 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. Employee Responsibilities

1. Employees are responsible for notifying their department of an absence prior to the commencement of their work shift or as soon thereafter as possible. Notification shall include the reason and possible duration of the absence.

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

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

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

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

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

1. Calling the employee's residence telephone number or other contact telephone number provided by the employee if telephone notification was not made in accordance with departmental sick leave call-in guidelines. These inquiries shall be subject to any restrictions imposed by the employee under Section 12.4.a.

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

3. Obtaining the employee's written statement of explanation regarding the sick leave claim.

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

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

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

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

12.5 <u>Disability.</u>

A. An employee physically or mentally incapacitated for the performance of duty is subject to dismissal, suspension or demotion, subject to the County Employees Retirement Law of 1937. An appointing authority 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 physically or mentally incapacitated for the performance of the employees' 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 examination by a licensed physician 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 or her duties the appointing authority may direct the employee to take such leave and/or undergo such treatment.

C. Leave due to temporary or permanent disability shall be without prejudice to the employee's right to use sick leave, vacation, or any other benefit to which the employee is entitled other than regular salary. The 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, 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 a Disability Review Arbitrator.

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

Scope of the Arbitrator's Review.

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

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

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

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

L. It is understood that the benefits specified in Section 12 – Sick Leave, and Section 13 – Workers' Compensation and Continuing Pay, shall be coordinated with the rehabilitation program as determined by the labor-management committee.

12.6 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.

12.7 Confidentiality of Information/Records. Any use of employee medical records will be governed by the Confidentiality of Medical Information Act (Civil Code Sections 56 to 56.26).

SECTION 13 – WORKERS' COMPENSATION AND CONTINUING PAY

13.1 Workers' Compensation. For all accepted claims filed with the County on or after January 1, 2008, the percentage of regular monthly salary for employees entitled to Workers' Compensation shall be seventy-five percent (75%). If workers' compensation benefits become taxable income, the parties shall meet and confer with respect to the salary continuation and funding of the increased cost.

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

13.3 Continuing Pay. Eligible employees who are members of this representation unit shall receive the appropriate percentage of regular monthly salary during any period of compensable temporary disability not to exceed one year. Payment of continuing pay and/or temporary disability compensation shall be made in accordance with Part 2, Article 3 of the Workers' Compensation Laws of California. "Compensable temporary disability absence" for the purpose of this Section, is any absence due to work-connected disability which qualifies for temporary disability compensation as set forth in Part 2, Article 3 of the Workers' Compensation Laws of California. When any disability becomes medically permanent and stationary and/or reaches maximum medical improvement, the salary provided by this Section shall terminate. No charge shall be made against sick leave or vacation for these salary payments. Sick leave and vacation rights shall not accrue for those periods during which continuing pay is received. Employees shall be entitled to a maximum of one (1) year of continuing pay benefits for any one injury or illness.

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

continuing pay will be cleared through the County Administrator's Office, Risk Management Division.

13.4 Physician Visits. Whenever an employee who has been injured on the job and has returned to work is required by an attending physician to leave work for treatment during working hours, the employee shall be allowed time off - up to three (3) hours - for such treatment, without loss of pay or benefits provided the employee notifies his supervisor of the appointment at least three (3) working days prior to the appointment or as soon as the employee becomes aware the appointment has been made. Said visits are to be scheduled contiguous to either the beginning or end of the scheduled workday whenever possible. This provision applies only to injuries/illnesses that have been accepted by the County as work related.

13.5 Applicable Pay Beyond One Year. If an injured employee remains eligible for temporary disability beyond one (1) year, applicable salary will continue by integrating sick leave and/or vacation accruals with Workers' Compensation benefits. If salary integration is no longer available, Workers' Compensation benefits will be paid directly to the employee as prescribed by Workers' Compensation laws.

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

SECTION 14 - STATE DISABILITY INSURANCE (SDI)

14.1 General Provisions.

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

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

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

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

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

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

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

Employees with no sick leave balance at the beginning of the disability integration period may use any other accruals without reference to or integration with the SDI benefit.

Employees whose SDI claims are denied must present a copy of their claim denial to their department. The department will then authorize use of unused sick leave and shall authorize the use of other accruals as appropriate.

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

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

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

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

L = [(S-D) ÷ S] x 8
S = Employee Base Monthly Salary
H = Estimated Highest Quarter (3-mos)

Earnings [H = S x 3]

W = Weekly SDI Benefit from State of California SDI Weekly Benefit Table
C = Calendar Days in each Month
D = Est. Monthly SDI Benefit [D = (W ÷ 7) x C]
L = Sick Leave Charged per Day

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

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

14.5 Election and Practice. Upon election by the membership, all employees in this representation unit shall participate in the State Disability Insurance Program. The aforementioned benefits will then be administered in the same fashion as other Local One units within the County and pursuant to the practice established by the County.

SECTION 15 – CATASTROPHIC LEAVE BANK

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

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

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

to be awarded for employees whose donations are non-specific. Consideration of all requests by the committee will be on an anonymous requestor basis.

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

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

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

Time donated will be converted to a dollar value and the dollar value will be converted back to sick leave accruals at the recipient's base hourly rate when disbursed. Credits will not be on a straight hour-for-hour basis. All computations will be on a standard one hundred seventy three and thirty three hundredths (173.33) basis, except that employees on other than a forty (40) hour week will have hours prorated according to their status.

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

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

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

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

SECTION 16 - LEAVE OF ABSENCE

16.1 Leave Without Pay. Any employee represented by this unit may be granted a leave of absence without pay upon written request, approved by the appointing authority; provided, however, that leaves for pregnancy, pregnancy disability, serious health conditions, and family care shall be granted in accordance with applicable State and Federal law.

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

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

1. Illness, disability, or serious health condition;

2. pregnancy or pregnancy disability;

3. family care;

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

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

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

C. A leave without pay may be for a period not to exceed one (1) year, provided the appointing authority may extend such leave for additional periods. The procedure in granting extensions shall be the same as that in granting the original leave, provided that the request for extension must be made not later than thirty (30) calendar days before the expiration of the original leave.

D. Nevertheless, a leave of absence for the employee's serious health condition or for family care (FMLA) shall be granted to an employee who so requests it for up to eighteen (18) weeks during a “rolling” twelve (12) month period measured backward from the date the employee uses his/her FMLA leave in accordance with Section 16.5 below.

E. 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 return. Early return is subject to prior approval by the appointing

authority. The Human Resources Department shall be notified promptly of such return.

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

16.3 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 Section 11.3 – Vacation Accrual During Leave Without Pay, Section 12.2 – Credits To and Charges Against Sick Leave, Section 12.6 – [Sick Leave] Accrual During Leave Without Pay, and Section 16.1 – [Leave of Absence] Leave Without Pay of this MOU regarding the computation of vacation, sick leave, floating holiday, and other accrual credits as regards furlough time only. For payroll purposes, furlough time (absence without pay with prior authorization of the appointing authority) shall be reported separately from other absences without pay to the Auditor-Controller. The existing Voluntary Time Off program shall be continued for the life of the contract.

16.4 Military Leave. Any employee who is ordered to serve as a member of the State Militia or the United States Army, Navy, Air Force, Marine Corps, Coast Guard or any division thereof shall be granted a military leave for the period of such service, plus ninety (90) days. Additionally, any employee who volunteers for service during a mobilization under Executive Order of the President or Congress of the United States and/or the State Governor in time of emergency, shall be granted a leave of absence in accordance with applicable Federal or State laws. Upon the termination of such service or upon honorable discharge, the employee shall be entitled to return to his/her position 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.

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

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

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

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

16.7 Intermittent Use of Leave. The eighteen (18) week entitlement may be in broken periods, intermittently on a regular or irregular basis, or may include reduced work schedules depending on the specific circumstances and situations surrounding the request for leave. The eighteen (18) weeks may include use of appropriate available paid leave accruals when accruals are used to maintain pay status, but use of such accruals is not required beyond that specified in Section 16.12 below. When paid leave accruals are used for a medical or family care leave, such time shall be counted as a part of the eighteen (18) week entitlement.

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

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

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

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

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

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

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

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

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

2. the probable duration of the condition;

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

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

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

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

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

2. the probable duration of the condition;

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

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

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

16.10 Pregnancy Disability Leave. Insofar as pregnancy disability leave is used under Section 12.3.D - Sick Leave Utilization for Pregnancy Disability, that time will not be considered a part of the eighteen (18) week family care leave period.

16.11 Group Health Plan Coverage. Employees who were members of one of the group health plans prior to commencement of their leave of absence can maintain their health plan coverage with the County contribution by maintaining their employment in pay status as described in Section 16.12. During the eighteen (18) weeks of an approved medical or family care leave under Section 16.5 above, the County will continue its contribution for such health plan coverage even if accruals are not available for use to maintain pay status as required under Section 16.12. In order to maintain such coverage, employees are required to pay timely the full employee contribution to maintain their group health plan coverage, either through payroll deduction or by paying the County directly.

16.12 Leave Without Pay - Use of Accruals.

A. All Leaves of Absence. During the first twelve (12) month period of any leave of absence without pay, an employee may elect to maintain pay status each month by using available sick leave (if so entitled under Section 12.3 - Policies Governing the Use of Paid Sick Leave), vacation, floating holiday, compensatory time off or other accruals or entitlements; in other words, during the first twelve (12) months, a leave of absence without pay may be "broken" into segments and accruals used on a monthly basis at the employee's discretion. After the first twelve (12) months, the leave period may not be "broken" into segments and accruals may not be used, except when required by LTD Benefit Coordination or State Disability Insurance/Sick Leave Integration under Section 14 – State Disability Insurance (SDI) or as provided in the sections below.

B. Family Care or Medical Leave. During the eighteen (18) weeks of an approved medical or family care leave, if a portion of that leave will be on a leave of absence without pay, the employee will be *required* to use *at least* 0.1 hour of sick leave (if so entitled under Section 12.3 - Policies Governing the Use of Paid Sick Leave), vacation floating holiday, or other accruals or entitlements if such are available, although use of additional accruals is permitted under subsection A. above.

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

D. Sick leave accruals may not be used during any leave of absence, except as allowed under Section 12.3 - Policies Governing the Use of Paid Sick Leave.

16.13 Leave of Absence Replacement and Reinstatement. Any employee that is a member of this representation unit, who requests reinstatement to the classification held by the employee in the same department at the time the employee was granted a leave of absence, shall be reinstated to a position in that classification and department and then only on the basis of seniority. In case of severance from service by reason of the reinstatement of an employee, the provisions of Section 9 - Workforce Reduction and Layoff, shall apply.

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

16.15 Salary Review While on Leave of Absence. The salary of an employee who is on leave of absence from a County position on any anniversary date and who has not been absent from the position on leave without pay more than six (6) months during the preceding year, shall be reviewed on the anniversary date. Employees on military leave shall receive salary increments that may accrue to them during the period of military leave.

16.16 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.

SECTION 17 – JURY DUTY AND WITNESS DUTY

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

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, 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 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.

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

Employees called to serve as witnesses in private cases or personal matters (e.g.,

accident suits and family relations) shall take vacation leave or leave without pay and retain all witness fees paid to them.

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

SECTION 18 - PROBATIONARY PERIOD

Appointments of employees within this representation unit, for original entrance and promotion, shall be subject to a probationary period commencing on the date of appointment. For original entrance appointments, the probationary period shall be nine (9) months in duration. For promotional appointments, the probationary period shall be six (6) months.

The probationary period shall not include time served in temporary or provisional appointments or any period of continuous leave of absence without pay or period of work-connected disability exceeding fifteen (15) calendar days. 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.

The regular appointment of a probationary employee will begin on the day following the end of the probationary period. A probationary employee may be rejected at any time during the probation period without regard to the Skelly provisions of this Memorandum, without notice and without right of appeal or hearing, except as provided in Section 20.5.A. If a clerical or administrative error delays a probationary report and it is determined that it was the intent of the appointing authority to retain the probationer, the employee affected will not suffer any loss of pay or benefits.

An employee rejected during the probation period from a position 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 who is laid off during probation, if reemployed in the same class by the department, shall be required to complete only the balance of the required probation. If reemployed in another classification, the employee shall serve a full probationary period.

During the probationary period, employees are subject to termination by the appointing authority without cause and without right of appeal or compliance with Section 22 – Dismissal, Suspension, Reduction in Pay, and Demotion, or Section 23 – Grievance Procedure, of this MOU.

SECTION 19 - PROMOTION

19.1 Competitive Examination. Promotion shall be by competitive examination unless otherwise provided in this MOU.

19.2 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.

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

SECTION 20 – VACANCIES AND REASSIGNMENT

20.1 Reassignment of Work Location. Employees desirous of reassignment to a position in the same classification at another work location shall submit a request for reassignment in writing to the Department Head. When openings occur in various work locations, requests for reassignment will be reviewed with consideration given to various factors including but not limited to distance of employee's residence from desired work location and relative length of service of the applicants for a particular location. The Department Head or designated representative shall make the sole determination as to assignment of personnel. This provision applies to intradepartmental reassignments only. In no event shall reassignments be utilized for disciplinary purposes. Involuntary transfer or reassignment shall include a mandatory thirty (30) day notice.

20.2 Vacancies. The Department agrees to post all vacancies for at least seven (7) calendar days to provide employees the opportunity to express interest in, and apply for, said vacancies. The Department Head or designated representative shall make the sole determination as to assignment of personnel.

SECTION 21 – RESIGNATIONS

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

21.1 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.

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

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

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

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

21.3 Effective Resignation. A resignation is effective when delivered or spoken to the appointing authority, operative on that date or another date specified. An employee who resigns without advance notice as set forth in Section 21.1, may seek recession of the resignation and reinstatement by delivering an appeal in writing to the Human Resources Director not later than close of business on the third (3rd) calendar day after the resignation is effective. Within five (5) work days of receipt of the appeal, the Human Resources Director shall consider the appeal and render a final and binding decision including, if applicable, the date of reinstatement.

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

21.5 Coerced Resignations.

A. Time Limit. A resignation which the employee believes has been coerced by the appointing authority may be revoked within seven (7) calendar days after its expression, by serving written notice on the Director of Human Resources and a copy to the appointing authority.

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

C. Contest. Unless, within seven (7) days of the receipt of the notice, the appointing authority acknowledges that the resignation could have been believed to be coerced, this question should be handled as an appeal under the grievance procedure contained in Section 23 of the MOU, beginning with Step 3.

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

SECTION 22 - DISMISSAL, SUSPENSION, TEMPORARY REDUCTION IN PAY, AND DEMOTION

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

a. Absence without leave.

b. Conviction of any criminal act involving moral turpitude.

c. Conduct tending to bring the County or Department 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 County's ordinance or the 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.

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

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

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

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

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

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

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

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

22.3 Employee Response. The employee upon whom a Notice of Proposed Action has been served shall have seven (7) calendar days to respond to the appointing

authority either orally or in writing before the proposed action may be taken. Upon request of the employee and for good cause, the appointing authority may extend in writing the period to respond. If the employee's response is not filed within seven (7) days or during an extension, the right to respond is lost.

22.4 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.

22.5 Length of Suspension. Suspensions without pay shall not exceed thirty (30) calendar days unless ordered by an arbitrator or an adjustment board.

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

A. In any disciplinary action to dismiss, suspend, temporarily reduce the pay of, or demote an employee after having complied with the requirements of Section 22.2 where applicable, the appointing authority shall make an order in writing stating specifically the causes for the action.

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

C. Employee Appeals from Order. The employee may appeal an order of dismissal, suspension, temporary reduction in pay, or demotion through the procedures of Section 23 - Grievance Procedure of this MOU provided that such appeal is filed in writing with the Director of Human Resources within ten (10) calendar days after service of said order.

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

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

SECTION 23 - GRIEVANCE PROCEDURE

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

Grievances must be filed within thirty (30) calendar days of the incident or occurrence about which the grievant claims to have a grievance. Discipline appeals utilizing the grievance procedure must be filed within the timeframe set forth in Section 22.6 – Procedure on Dismissal, Suspension, Temporary Reduction in Pay, or Demotion. Grievances will be processed in the following manner:

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

Step 2. If a grievance is not satisfactorily resolved in Step 1 above, the grievant may submit the grievance in writing within ten (10) work days to such management official as the Department Head may designate. This formal written grievance shall state which provision of the MOU has been misinterpreted or misapplied, how misapplication or misinterpretation has affected the grievant to the grievant's detriment, and the redress he or she seeks. A copy of each written communication on a grievance shall be filed with the Employee Relations Officer. The Department Head or his or her designee shall have ten (10) work days in which to respond to the grievance in writing. If either the union or grievant request a meeting with the Department Head or his/her designee at this step, such a meeting will be held.

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

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

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

This step of the grievance procedure may be waived by the written mutual agreement of the parties.

Step 5 Arbitration. If the parties are unable to reach a resolution of the grievance at Step 4, either the Union or the County, whichever is the moving party, may require that the grievance, except those referred to in Section 23.2 below, be referred to an impartial arbitrator who shall be designated by mutual agreement between the Union and the Employee Relations Officer. Such request shall be submitted within twenty (20) work days of the completion of mediation at Step 4. Within twenty (20) work days of the request for arbitration the parties shall mutually select an arbitrator who shall render a decision within thirty (30) work days from the date of final submission of the grievance including receipt of the court reporter's transcript and post-hearing briefs, if any. The fees and expenses of the arbitrator and of the Court Reporter shall be shared equally by the Union and the County. Each party, however, shall bear the costs of its own presentation, including preparation and post hearing briefs, if any.

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

Expedited Board of Adjustment (EBA)

a. The EBA will be composed of two (2) union representatives from Public Employees Union, Local One, no more than one (1) of whom may be an employee of the County, two (2) management members named by the County, and an impartial arbitrator. The Union and the County will each appoint three (3) alternates who will serve as the voting members of the Board if a member(s) is/are not available. A Union Alternate will serve as the voting member when the appointed Union Board member is from the same Union as the grievant and a

County Alternate will serve as a voting member when a County Board member is from the same Department as the grievant. Each Board member will serve for a twelve (12) month term except that one member and one alternate initially appointed will serve a six (6) month term so that Board member terms are staggered.

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

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

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

<u>Procedures</u>

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

23.3 <u>Scope of Arbitration Decisions, and Expedited Board of Adjustment.</u>

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

B. No Arbitrator or Expedited Board of Adjustment may entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Union which has been certified as the recognized employee organization for such unit and under such dispute falls within the definition of a grievance as set forth in Subsection 23.1 above.

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

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

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

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

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

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

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

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

23.8 Merit Board.

A. All Grievances of employees in representation units represented by the Union shall be processed under Section 23 unless the employee elects to apply to the Merit Board on matters within its jurisdiction.

B. No action under Steps 3, 4 and 5 of Subsection 23.1 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.

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

23.10 Disqualification From Taking an Exam. If disqualified from taking an examination, an employee may utilize the appeal process specified in the Personnel Management Regulations for employees disqualified from taking an examination.

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

SECTION 24 – SPECIAL PROVISIONS

24.1 Longevity Pay. Employees at ten (10) years of appointed service for the County, shall be eligible to receive a two and one-half percent (2.5%) longevity differential.

24.2 Deferred Compensation Incentive.

A. The County shall contribute sixty dollars ($60) per month to employees who participate in the County's Deferred Compensation Plan. To be eligible for this incentive, employees must contribute to the deferred compensation plan as indicated:

Employees with Current Monthly Salary of:	Qualifying Base Contribution Amount	Monthly Contribution Required to Maintain Incentive Program Eligibility
$2,500 and below	$250	$50
2,501 - 3,334	500	50
3,335 - 4,167	750	50
4,168 - 5,000	1,000	50
5,001 - 5,834	1,500	100
5,835 - 6,667	2,000	100
6,668 & above	2,500	100

Employees who discontinue contributions or who contribute less than the required amount per month for a period of one (1) month or more will no longer be eligible for the sixty dollar ($60) County supplement. To reestablish eligibility, employees must again make a Base Contribution Amount as set forth above based on current monthly salary. Employees with a break in deferred compensation contributions either because of an approved medical leave or an approved financial hardship withdrawal shall not be required to reestablish eligibility. Further, employees who lose eligibility due to displacement by layoff, but maintain contributions at the required level and are later employed in an eligible position, shall not be required to reestablish eligibility.

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

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

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

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

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

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

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

No amount deferred by the employee or contributed by the County in accordance with this provision will count towards the "Base Contribution Amount" or the "Monthly Base Contribution Amount for Maintaining Program Eligibility" required for the County's Deferred Compensation Incentive in this Agreement. No amount deferred by the employee or contributed by the County in accordance with any other provision in this Agreement will count toward the minimum required deferral required by this provision. The County's contribution amount in accordance with this provision will be in addition to the County contribution amount for which the employee may be eligible in accordance with any other provision in this contract.

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

Within 30 days of adoption of this MOU by the Board of Supervisors, and annually thereafter beginning in 2015, the County will provide to the Union a list of eligible employees who have not enrolled in the deferred compensation plan and will provide the Union with contact information for scheduling an appointment with the Deferred Compensation provider.

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

1. The minimum amount of the loan is $1,000
2. The maximum amount of the loan is the lesser of 50% of the employee's balance or $50,000, or as otherwise provided by law.
3. The maximum amortization period of the loan is five (5) years.
4. The loan interest is fixed at the time the loan is originated and for the duration of the loan. The loan interest rate is the prime rate plus one percent (1%).
5. There is no prepayment penalty if an employee pays the balance of the loan plus any accrued interest before the original amortization period for the loan.
6. The terms of the loan may not be modified after the employee enters into the loan agreement, except as provided by law.
7. An employee may have only one loan at a time.

8. Payment for the loan is made by monthly payroll deduction.
9. An employee with a loan who is not in paid status (e.g. unpaid leave of absence) may make his/her monthly payments directly to the Plan Administrator by some means other than payroll deduction each month the employee is in an unpaid status (e.g. by a personal check or money order).
10. The Loan Administrator (MassMutual Life Insurance Company or its successor) charges a one-time $50 loan initiation fee. This fee is deducted from the employee's Deferred Compensation account.
11. The County charges a one-time $25 loan initiation fee and a monthly maintenance fee of $1.50. These fees are paid by payroll deduction.

The County's website provides employees with the following information:

a. Deferred Compensation Loan Provision
b. FAQ's for the Loan Provision including loan status upon termination of employment and the consequences of defaulting on a loan
c. Pros and Cons of borrowing from the Deferred Compensation Plan
d. Loan Application and Agreement

24.3 Training. Full-time employees shall be eligible for career development training reimbursement not to exceed $650 per fiscal year. Effective July 1, 2006 the reimbursement amount shall be increased to $750 per fiscal year. The reimbursement of training expenses shall be governed by any Administrative Bulletins on Travel and/or Training and consistent with County and Department policies on Travel and/or Training.

24.4 Professional Development Reimbursement. Employees shall be eligible for reimbursement of up to $525 for a two (2) year period beginning January 1, 2001 for memberships in professional organizations, subscriptions to professional publications, attendance fees at job-related professional development activities and purchase of computer hardware and software.

Authorization for individual professional development reimbursement requests shall be made by the Department Head. Reimbursement will occur through the regular demand process with demands being accompanied by proof of payment.

24.5 Management Life Insurance. Employees shall be covered at County expense by term life insurance in the amount of forty-seven thousand dollars ($47,000) in addition to the insurance provided under Section 26 – Health, Life and Dental Care.

24.6 Safety Committee. Departments without a Safety Committee shall establish a committee within ninety (90) days of the effective date of this agreement. The Union shall appoint all labor representatives to the Committee. All Safety Committees shall schedule their meetings.

SECTION 25 – BILINGUAL PAY DIFFERENTIAL

A monthly salary differential shall be paid to incumbents of positions requiring bilingual proficiency as designated by the Department Head and the Human Resources Director.

The differential shall be prorated for employees working less than full time and/or on an unpaid leave of absence during any given month.

The differential shall be eighty dollars ($80) per month. Effective January 1, 2007 the differential shall be increased to one hundred dollars ($100) per month.

Designation of positions for which bilingual proficiency is required is the sole prerogative of the County and such designations may be amended or deleted at any time.

SECTION 26 - MEDICAL, DENTAL, & LIFE INSURANCE

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

A. Contra Costa Health Plans (CCHP)
B. Kaiser Permanente Health Plan
C. Health Net
D. Delta Dental
E. DeltaCare (PMI)

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

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

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

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

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

In the event that one of the medical plans listed above meets the criteria for a high cost employer-sponsored health plan that may be subject to an excise penalty (a.k.a. Cadillac Tax) under the federal Patient Protection and Affordable Care Act ("ACA") (42 U.S.C. § 18001 et seq.), the Joint Labor/Management Benefit Committee will meet to consider plan design and other changes in an effort to mitigate the negative impact of the excise penalty. If the Committee is unable to make sufficient plan changes and the plan(s) continue to meet

the criteria for high cost employer-sponsored health plan(s), such plan(s) will be eliminated for all employees beginning January 1, 2018.

26.2 Monthly Premium Subsidy:

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

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

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

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

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

D. **Joint Labor/Management Benefit Committee.** The Union will join the Joint Labor/Management Benefit Committee ("Benefit Committee") created in 2016 that will convene in order to 1) select a replacement medical or dental plan in the event that a plan listed in this Section 26 is no longer available; 2) design a wellness program; 3) discuss future medical, dental, or vision plan design; or 4) assess the future impact of any excise tax pursuant to the federal Patient Protection and Affordable Care Act ("ACA") (42 U.S.C. § 18081) on any high cost medical plans offered by the County. The Benefit Committee replaces the existing Healthcare Oversight Committee. The existing Healthcare Coalition will remain, but may meet

quarterly. The Benefit Committee will be composed of two (2) representatives (not including Union/Association staff) from each Union/Association in the County and Management representatives to be determined. If the Benefit Committee is selecting a replacement medical or dental plan, the selection must be unanimously agreed upon by the Union/Association representatives on the Committee and any such selected plan will be available to employees represented by the Unions and incorporated into their respective MOUs after ratification by each Union/Association. The Union may begin participating in the Benefit Committee following ratification of this MOU.

26.3 Retirement Coverage:

A. Upon Retirement:

1. Upon retirement, eligible employees and their eligible family members may remain in their County health/dental plan, but without County-paid life insurance coverage, if immediately before their proposed retirement the employees and dependents are either active subscribers to one of the County contracted health/dental plans or if while on authorized leave of absence without pay, they have retained continuous coverage during the leave period. The County will pay the health/dental plan monthly premium subsidies set forth in Section 26.2 for eligible retirees and their eligible family members.

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

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

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

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

2. Life insurance coverage is not included.

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

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

4. Deferred retirees who elect continued health benefits hereunder and their eligible family members may maintain continuous membership in their County health and/or dental plan group during the period of deferred retirement by paying the full premium for health and dental coverage on or before the 10th of each month, to the Contra Costa County Auditor-Controller. When the deferred retirees begin to receive retirement benefits, they will qualify for the same health and/or dental coverage pursuant to subsection (a,) above, as similarly situated retirees who did not defer retirement.

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

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

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

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

D. Subject to the provisions of Section 26.3 subparts (A),(B), and (C) and upon retirement and for the term of this agreement, the following employees (and their eligible family members) are eligible to receive a monthly premium subsidy for health and/or dental plans or are eligible to retain continuous coverage of such plans: employees, and each employee who retires from a position or classification that was represented by this bargaining unit at the time of his or her retirement.

E. For purposes of this Section 26.3 only, “eligible family members” does not include Survivors of employees or retirees.

26.4 <u>Health Plan Coverages and Provisions:</u> The following provisions are applicable regarding County Health and Dental Plan participation:

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

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

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

A. <u>Health Insurance</u>

1. <u>Eligible Dependents:</u>

   a. Employee’s Legal Spouse
   b. Employee’s qualified domestic partner
   c. Employee’s child to age 26
   d. Employee’s Disabled Child who is:

(1) over age 26,
i. Unmarried; and,
ii. Incapable of sustaining employment due to a physical or mental disability that existed prior to the child's attainment of age 19.

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

B. <u>Dental Insurance</u>

1. <u>Eligible Dependents:</u>

a. Employee's Legal Spouse
b. Employee's qualified domestic partner
c. Employee's Disabled Child who is:
1) Over age 19,
2) Unmarried; and,
3) 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:
1) Under age 19; or
2) Age 19, or above, but under age 24; and,
i. Resides with the Employee for more than 50% of the year excluding time living at school; and,
ii. Receives at least 50% of support from Employee; and,
iii. Is enrolled and attends school on a full-time basis, as defined by the school.

e. Delta Care Only – Employee's child to age 26.

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

26.6 <u>Dual Coverage:</u>

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

B. All dependents, as defined in Section 26.5, Family Member Eligibility Criteria, may be covered by the health and/or dental plan of only one spouse or one domestic partner. For example, when both parents are County employees, all of their eligible children may be covered as dependents of either parent, but not both.

C. For purposes of this Section 26.6 only, "County" includes the County of Contra Costa and all special districts governed by the Board of Supervisors, including, but not limited to, the Contra Costa County Fire Protection District.

26.7 Medical Plan Cost-Sharing with Active Employees on and after July 1, 2016.

A. The two-tier plan structure in effect for the 2016 plan year and the medical plan premium subsidies set forth in 26.2.A., above, will continue until such time as subsection 26.7.B., below, takes effect.

B. Beginning the month in which active employees begin receiving medical benefits in a three-tier plan: The County will pay for active employees the monthly premium subsidy for medical plans stated in subsection 26.2.A., and adjust the amounts paid by the County for active employees in recognition of the increases to the Employee Plus Two or More Dependents medical premiums caused by the shift to a three-tier structure. In total, the County will pay the following amounts plus any additional amounts in accordance with 26.7.C. below:

Medical Plans	Employee	Employee +1 Dependent	Employee +2 or More Dependents
Contra Costa Health Plans (CCHP), Plan A	$530.56	$1,049.81	$1,646.89
Contra Costa Health Plans (CCHP), Plan B	$549.42	$1,068.65	$1,737.03
Kaiser Permanente Health Plan A	$435.38	$803.96	$1,493.79
Kaiser Permanente Health Plan B	$505.73	$1,016.45	$1,537.18
Health Net HMO Plan A	$669.34	$1,131.34	$2,280.09
Health Net HMO Plan B	$662.01	$1,280.20	$2,060.75
Health Net PPO Plan A	$727.94	$1,112.03	$2,755.43
Health Net PPO Plan B	$715.64	$1,144.40	$2,623.86
Kaiser High Deductible Health Plan	$447.04	$916.72	$1,387.40

C. Beginning the month in which active employees begin receiving medical benefits in a three-tier plan, if there is an increase in the monthly premium, including any plan premium penalty, charged by a medical plan, the County and the active employee will each pay fifty percent (50%) of the monthly increase that is above the plan premium amounts for medical plans with three tiers that are listed in 26.7.D., below. The fifty percent (50%) share of the monthly medical plan increase paid by the County is in addition to the amounts paid by the County in 26.7.B., above, for medical plans.

D. Plan Premium Amounts: For purposes of calculating the County and Active Employee cost-sharing increases described in 26.7.C., above, the following are,

unless otherwise indicated, the 2016 total monthly medical plan premium amounts for three tiers:

Medical Plans	Employee	Employee +1 Dependent	Employee +2 or More Dependents
Contra Costa Health Plans (CCHP), Plan A	$657.08	$1,314.15	$1,971.23
Contra Costa Health Plans (CCHP), Plan B	$728.38	$1,456.77	$2,185.15
Kaiser Permanente Health Plan A	$749.80	$1,499.60	$2,249.39
Kaiser Permanente Health Plan B	$585.68	$1,171.36	$1,757.04
Health Net HMO Plan A	$1,208.76	$2,417.52	$3,626.27
Health Net HMO Plan B	$840.55	$1,681.10	$2,521.65
Health Net PPO Plan A	$1,643.40	$3,286.80	$4,930.20
Health Net PPO Plan B	$1,479.47	$2,958.94	$4,438.40
Kaiser High Deductible Health Plan	$470.10	$940.21	$1,410.32

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

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

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

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

26.12 Voluntary Vision Plan: Beginning no earlier than the 2017 plan year, active full-time project and active part-time project employees will be offered the opportunity to enroll in a voluntary vision plan. Employees will pay the full premium costs of the plan.

The County will contract with a provider for a voluntary vision plan with no co-pays. The vision plan is not available to permanent-intermittent employees.

26.13 Health Savings Account: Beginning no earlier than the 2017 plan year, active full-time project and active part-time project employees who are enrolled in the Kaiser High Deductible Health Plan may elect to enroll in a Health Savings Account (HSA). Employees may contribute up to the maximum annual contribution rate for HSAs as set forth in the United States Internal Revenue Code. Funds contributed to the HSA are invested as directed by the employee. The County does not provide any recommendations or advice on investment or use of HSA funds. Employees are responsible for paying any HSA account management fees charged by the HSA administrator. The County does not manage or administer the HSA. The HSA is not available to permanent-intermittent employees.

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

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

26.16 Prevailing Section: To the extent that any provision of this Section (Section 26 - Health, Life & Dental Care) is inconsistent with any provision of any other County enactment or policy, including but not limited to Administrative Bulletins, the Salary Regulations, the Personnel Management Regulations, or any other agreement or order of the Board of Supervisors, the provision(s) of this Section (Section 26 - Health, Life & Dental Care) will prevail.

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

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

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

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

26.20 Child Care. The County will continue to support the concept of non-profit child care facilities similar to the "Kid's at Work" program established in the Public Works Department.

26.21 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") (42 U.S.C. § 18001 et seq.). Employees eligible to receive an offer of coverage (and qualified dependents), will be offered access to County health insurance plans. Employees will be responsible for the full premium cost of coverage. This provision is not subject to the grievance process.

SECTION 27 - MILEAGE

27.1 Reimbursement for Use of Personal Vehicle. Procedures and definitions relative to mileage reimbursement will be in accordance with the Administrative Bulletin No. 204 on Expense Reimbursement.

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

SECTION 28 – RETIREMENT CONTRIBUTION

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

28.2 Retirement Benefit Non-Safety Employees who become New Members of CCCERA on or After January 1, 2013

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

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

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

SECTION 29 – PERSONNEL FILES

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

The County shall provide an opportunity for the employee to respond in writing to any information that is in the employee's personnel file about which he or she disagrees. Such response shall become a permanent part of the employee's personnel record. The employee shall be responsible for providing the written responses to be included as part of the employee's permanent personnel record.

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.

Employees have the right to review their official personnel files that 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 30 – SERVICE AWARDS

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

SECTION 31 – ADOPTION

The provisions of this Memorandum of Understanding 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 32- SCOPE OF AGREEMENT AND SEPARABILITY OF PROVISIONS

32.1 Scope of Agreement. Except as otherwise specifically provided herein, this MOU fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties in any and all matters subject to meet and confer. Neither party shall, during the term of this MOU demand any change herein, provided that nothing herein shall prohibit the parties from changing the terms of this MOU by mutual agreement. Any past side letters or any other agreements, excluding settlement agreements that are not incorporated into or attached to this MOU are deemed expired upon approval of this MOU by the Board of Supervisors.

32.2 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

(5) l

SECTION 32- SCOPE OF AGREEMENT AND SEPARABILITY OF PROVISIONS

invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this MOU.

The Union 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.

32.3 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 provisions of this MOU shall prevail. Those provisions of the Personnel Management Regulations within the scope of representation which are not in conflict with the provisions of this MOU and those provisions of the Personnel Management Regulations which are not within the scope of representation shall be considered in full force and effect.

32.4 Duration of Agreement. This Agreement shall continue in full force and effect from July 1, 2016 to and including June 30, 2019. Said Agreement shall automatically renew from year to year thereafter unless either party gives written notice to the other prior to sixty (60) days from the aforesaid termination date of its intention to amend, modify or terminate the Agreement.

Date: 1/17/17

Contra Costa County: *(Signature / Printed Name)*	**PEU, Local One CSB – Site Supervisor Unit:** *(Signature / Printed Name)*
/ BRUCE HEID	/ Michael J. Davis
/ BRIE LEWIS	/ TRACEY WALKER
/	/ Jennifer Kirby
/	/
/	/
/	/
/	/
/	/
/	/

PUBLIC EMPLOYEES UNION, LOCAL ONE

CSB – SITE SUPERVISOR

ATTACHMENTS

A. CLASS & SALARY LISTING

B. MEDICAL/DENTAL/LIFE INSURANCE ADJUSTMENTS

C. RETURN TO WORK

PUBLIC EMPLOYEES UNION, LOCAL ONE

ATTACHMENT A

CLASS AND SALARY LISTING

Effective January 1, 2017

CSB - SITE SUPERVISOR UNIT

			Salary Range	
Job Code	Class Title	Flex Staff (F) / Deep Class (D)	Min	Max
CJF1	SITE SUPERVISOR III-PROJECT		$4,308.69	$5,237.24
CJG1	SITE SUPERVISOR II - PROJECT		$4,016.20	$4,881.72
CJH2	SITE SUPERVISOR I-PROJECT		$3,652.02	$4,439.06

MEDICAL PLANS
July 1, 2016 through June 30, 2019

Coverage Offered

The County offers the following Plans: Contra Costa Health Plans (CCHP), Kaiser Permanente, Health Net

Co-Pays and Co-Insurance

The medical plan Co-Pays and Co-Insurance are as follows:

CCHP A:	$0 Office Visit in the RMC Network $0 Preferred Generic RX $0 Preferred Brand RX $0 Non-Preferred Brand RX
CCHP B:	$0 Office Visit in the RMC Network $5 Office Visit in the CPN Network co-pay $3 Preferred Generic RX co-pay $3 Preferred Brand RX co-pay $3 Non-Preferred Brand RX co-pay
KAISER PERMANENTE PLAN A:	$10 Office Visit co-pay $10 Preferred Generic RX co-pay $20 Preferred Brand RX co-pay $20 Non-Preferred Brand RX co-pay $10 Emergency Room co-pay
KAISER PERMANENTE PLAN B:	$500 Deductible Per Person $1000 Deductible Per Family $20 Office Visit Co-pay (not subject to deductible) $20 Urgent Care Co-pay (not subject to deductible) $10 Lab & X-ray Co-pay (not subject to deductible) $10 Preferred Generic RX $30 Preferred Brand RX $30 Non-Preferred Brand RX 10% Co-Insurance After Deductible for Inpatient Hospital, Outpatient Surgical and Emergency Room $3000/Person and $6000/Family Annual Out of Pocket Maximum

KAISER PERMANENTE HDHP:	$1500 Deductible Per Person $3000 Deductible Per Family 10% Office Visit Co-insurance (After Deductible) 10% Urgent Care Co-insurance (After Deductible) 10% Lab & X-Ray Co-insurance (After Deductible) $10 Generic Rx (After Deductible) $30 Brand-Name Rx (After Deductible) 10% Inpatient Hospitalization Co-insurance (After Deductible) 10% Outpatient Surgery & ER Co-insurance (After Deductible) $3000/Person and $6000/Family Annual Out of Pocket Maximum
HEALTH NET HMO Plan A:	$10 Office Visit Co-pay $10 Preferred Generic RX Co-pay $20 Preferred Brand RX Co-pay $35 Non-Preferred Brand or Generic RX Co-pay $25 Emergency Room Co-Pay
HEALTH NET HMO Plan B:	$20 Office Visit Co-pay $50 Urgent Care Visit Co-pay $1000 Inpatient Hospital Co-pay $500 Out-Patient Surgery Co-pay $100 Emergency Room Co-pay $10 Preferred Brand RX Co-pay $20 Non-Preferred Brand RX Co-pay $35 Non-Preferred Brand or Generic RX Co-pay $2000/Person and $6000/Family Annual Out of Pocket Maximum
HEALTH NET PPO Plan A:	$10 Office Visit in network Co-pay $5 Preferred Generic RX Co-pay $5 Preferred Brand RX Co-pay $5 Non-Preferred Brand or Generic RX Co-pay $50 Emergency Room Co-Pay + 10% Co-Insurance (Co-Pay waived if admitted)
HEALTH NET PPO Plan B (*):	$500 Deductible Per Person $1500 Deductible Per Family $20 Office Visit in network Co-pay 80% / 20% Co-insurance for Most In-Network Benefits 60% / 40% Co-insurance for Most Out-of-Network Benefits $10 Preferred Generic RX co-pay $20 Preferred Brand RX co-pay $35 Non-Preferred Brand or Generic RXco-pay $100 Emergency Room Co-Pay + 20% Co-Insurance (Co-Pay waived if admitted)

* This plan will be eliminated for all employees beginning January 1, 2018.

ATTACHMENT C

CONTRA COSTA COUNTY
RETURN TO WORK POLICY
FOR INJURY OR ILLNESS

I. POLICY: Permanent full-time or part-time employees, as well as temporary and contract employees who have suffered injuries and illnesses may be provided with such restricted duty as the County is able to provide as soon as medically appropriate. Probationary and seasonal employees are not covered by this policy.

   A. A restricted duty assignment may be provided within the County's capacity, consistent with restriction(s) recommended by the treating physician. Should any disagreement exist, the County will follow California and Federal law. Restrictions from the physician must be in writing on the county form AK 142 or on the physician's letterhead.

   B. Employees performing in a restricted duty assignment will continue to receive their regular pay and benefits for hours actually worked. Pay and benefits will be prorated in the case of part-time work, subject to MOU provisions and salary regulations.

II. OBJECTIVE: The objectives of providing work for temporarily industrially injured employees through restricted duty are to reduce disability and Workers' Compensation costs, maximize productivity, minimize the loss of human resources and promote full and prompt recovery with the return of the employee to productive employment.

III. SCOPE OF POLICY: All County departments and Board-governed agencies which are part of the County retirement system are subject to this Return to Work Policy.

IV. GENERAL BACKGROUND: A restricted duty assignment is a temporary assignment provided to a temporarily disabled employee. Restricted duty may be for less than regular full-time work.

   A. A temporarily disabled employee shall return to a restricted duty assignment that is not inconsistent with restrictions recommended by the employee's treating physician or Qualified Medical Examiner (QME), if applicable.

   B. A Department shall, whenever feasible, temporarily restrict the duties of an employee in order to conform to restrictions recommended by the treating physician for a cumulative maximum of six months per injury with a review after three (3) months or sooner, if appropriate. At the end of the six month period, the employee shall undergo a medical review to determine whether a full duty work release is possible. If full release is not possible,

the employee shall be referred to the Risk Management ADA Coordinator and/or the Return to Work Committee for evaluation.

C. In the event that an employee disagrees with the Department Head's decision concerning a light duty assignment, he/she may appeal that decision to the Risk Manager within 15 calendar days. The subject of the appeal shall be heard at the next regularly scheduled Return to Work Committee. The Return to Work Committee may affirm, reject or modify the Department Head's decision. The following factors shall be considered by the Return to Work Committee when considering an appeal:

1. The restrictions recommended by the employee's treating physician or QME, if applicable;

2. The operational and financial needs of the department; and

3. The availability of a suitable work assignment.

Either party may appeal the Committee's decision in writing to the Director of Human Resources or his/her designee within 15 calendar days of the Committee's decision.

V. RESPONSIBILITIES:

A. Departments

The principle responsibility for implementing the Return to Work Policy rests with the appointing authority. Departments will also:

1. Complete and submit an injury report for industrial injuries and illnesses on a timely basis.

2. Appoint a Departmental Return to Work Coordinator to administer the department's compliance with the Return to Work Policy under the direction of the department head. The Departmental Return to Work Coordinator shall review restricted duty assignments and make recommendations to the department head regarding adjusting, extending or terminating the restricted duty in accordance with the operational and financial needs of the department and consistent with the employee's medical restrictions. The Department Return to Work Coordinator will document and monitor all limited duty assignments on the County AK143 for Attachment 3. They will also maintain a centralized record of all assignments.

3. Inform department employees of the Return to Work Policy.

4. Implement restricted duty assignments for temporarily disabled employees as soon as medically appropriate, operationally feasible, and when a suitable assignment is available.

5. Coordinate with Risk Management regarding an individual employee's restricted duty assignment.

6. The Department Return to Work Coordinator shall provide the Health Coalition quarterly reports of the number of requests for ergonomic evaluations, the number of evaluations performed, and the actions taken based on those reports. The County shall meet with the Health Coalition upon the Coalition's request to review such reports and to discuss ergonomic issues.

B. Employee

A temporarily disabled employee shall:

1. Notify the department of an industrial or non-industrial injury or illness.

2. If it is an industrial injury, seek prompt medical care through the County's Occupational Medical Program or through a properly pre-designated physician in accordance with the law. The employee shall obtain needed medical information from the physician and provide that information to the County. Physician's Statement of Ability to Work, AK142, see attachment 1 for industrial injuries and attachment 2 for non-industrial injuries.

3. Accept an appropriate available restricted duty assignment within or outside the employee's department if one is offered. A restricted duty assignment must be consistent with limitations recommended by the employee's treating physician or QME, if applicable, and must be approved by the Departmental Return to Work Coordinator. If an employee is assigned to a restricted duty assignment outside of their department, as supervisor in the department providing the restricted duty assignment shall supervise the employee. The employee's home department is required to pay the employee's regular salary.

4. A department head has the authority to temporarily restrict the duties of an employee in accordance with this policy.

5. For accepted industrial injuries, failure of an employee to accept an offer of a medically appropriate restricted duty assignment will result in the denial of temporary disability benefits pursuant to Workers' Compensation law.

C. County Return to Work Coordinators

The County Return to Work Coordinators shall:

1. Work at the direction of the Risk Manager.

2. Assist departments in identifying and developing suitable restricted duty assignments.

3. Assist departments in resolving questions regarding work restrictions and restricted duty placements.

4. Provide, as necessary, counseling and other rehabilitative services to employees placed on restricted duty.

5. Assist in finding restricted duty assignments outside of the home department, if the home department cannot provide restricted duty. The home department will provide the salary of the employee.

6. Coordinate the appeal process for employees regarding restricted duty.

D. Return to Work Committee

The Return to Work Committee shall hear appeals under the Appeal Procedures as described in Section IV (C)-General Background above, and make recommendations to the department head. In the event a department does not grant a restricted duty assignment requested by an employee or a requested extension of an existing restricted duty assignment, the employee may appeal to the Return to Work Committee. The Committee shall hear the appeal and make a recommendation to the department head.

E. Risk Manager

The County Risk Manager shall:

Oversee the administration of this policy and provide ongoing education of department heads, managers, and departmental return to work coordinators concerning this policy.

VI. DEFINITIONS:

A. Restricted Duty: A temporary work assignment provided to a temporarily industrially disabled employee who cannot perform her/his regular job duties for a specific period of time. The temporary assignment is provided while an individual is recuperating from an industrial injury or illness. An employee will be assigned to restricted duty within their primary department whenever possible. If no assignment can be located within the employee's primary department, the County will make reasonable efforts to locate a comparable

position in another department. Restricted duty is only available to a person who is expected to return to her or his regular job duties. If an employee is on a discretionary 9/80 or 4/10 work schedule and is returning to restricted duty assignment on a part-time basis, the 9/80 or 4/10 work schedule shall be revoked. Pay for restricted duty shall be the same salary and benefits of the employee's regular position, provided however, that shift and other pay differentials will only be paid for the first thirty (30) days of restricted duty unless the employee qualifies for pay differentials.

B. County: For the purpose of this policy the term "County" includes Contra Costa County and agencies governed by the Board of Supervisors, which are part of the County's retirement system, excluding Housing Authority, and In-Home Supportive Service providers.

C. Departmental Return to Work Coordinator: The individual appointed by the department head to to administer the County's Return to Work policy. The person appointed by the department must have some knowledge of personnel rules and regulations, Memoranda of Understanding and disability benefits that an employee may be entitled to receive, i.e., SDI, LTD, FMLA, retirement.

D. Employee's Treating Physician: The treating physician or Qualified Medical Examiner (QME) as defined by California Worker's Compensation laws. Treatment shall be reasonably required and consistent with Workers' Compensation guidelines and existing State law.

For non-industrial injuries, the County will follow the regulations of both the EEOC and DFEH on the issue of temporary modified duty.

E. Return to Work Committee: The Committee shall be composed of a pool of twelve (12) members consisting of six (6) County employee members appointed by the County Administrator and six (5) County employees appointed from the three (3) largest employee organization in the Labor Coalition. Each member of the committee must commit to attending at least two committee meetings each year. Two members appointed by the County Administrator and two members appointed by the employee organization must be present in order to constitute a quorum.

F. Risk Manager: The person designated by the County Administrator to serve as Risk Manger.

G. County Return to Work Coordinators: The person designated by the County Risk Manager to serve as an Employee Return to Work Coordinator who shall perform the duties set forth in V (C).

ATTACHMENT C

CONTRA COSTA COUNTY
PHYSICIAN'S STATEMENT OF ABILITY TO WORK

Dear Physician;

Your cooperation in completing this form on a timely basis is requested. Certain benefits that person can receive are dependent on the completion of this form. The County of Contra Costa may be able to provide:

1. Limited duty for employees who are temporarily disabled by illness or injury
   or
2. Permanent accommodation of current assignments or reassignment to a different position.

EMPLOYEE'S NAME: _____ WORK LOCATION: _____
DEPARTMENT: _____ # OF HOURS PER DAY: _____
JOB TITLE: _____ # OF DAYS PER WEEK: _____

IF A DRUG IS PRESCRIBED, WILL IT AFFECT SAFE OPERATION OF A MOTOR VEHICLE? _____YES _____NO
EXPLAIN:

_____

_____

WILL THE DRUG AFFECT OTHER DUTIES:
EXPLAIN:

_____

_____

Computer Work:	_____ Yes	_____ No	Hours per Day_____ Minutes at a time_____
Writing	_____ Yes	_____ No	Hours per Day_____ Minutes at a time_____
Telephone Work:	_____ Yes	_____ No	Hours per Day_____ Minutes at a time_____
Office Machine use:	_____ Yes	_____ No	Hours per Day_____ Minutes at a time_____
Filing:	_____ Yes	_____ No	Hours per Day_____ Minutes at a time_____

PLEASE CHECK THOSE TASKS THAT THE EMPLOYEE IS ABLE TO PERFORM:

LIFT/CARRY	HOURS PER DAY	COMMENTS
_____ 0 - 5 Lbs.	_____	_____
_____ 5 - 10 Lbs.	_____	_____
_____ 10 - 15 Lbs.	_____	_____
_____ 15 - 20 Lbs.	_____	_____
_____ 20 - 25 Lbs.	_____	_____
_____ 25 - 50 Lbs.	_____	_____
_____ 50 - 75 Lbs.	_____	_____

PHYSICAL ACTIVITIES	HOURS PER DAY	COMMENTS
_____ Sitting	_____	_____
_____ Standing	_____	_____
_____ Walking	_____	_____
_____ Running	_____	_____
_____ Bending	_____	_____
_____ Squatting	_____	_____

PHYSICAL ACTIVITIES (Cont'd)	HOURS PER DAY	COMMENTS
_____ Crawling	_____	_____
_____ Pulling	_____	_____
_____ Pushing	_____	_____
_____ Kneeling	_____	_____
_____ Reaching above shoulder level	_____	_____
_____ Reaching below shoulder level	_____	_____
_____ Twisting the body	_____	_____
_____ Climbing stairs	_____	_____
_____ Climbing ladders	_____	_____
_____ Climbing up and down embankment	_____	_____
_____ Shoveling or digging	_____	_____
_____ Operating foot controls	_____	_____
_____ Operate moving machinery	_____	_____
_____ Driving heavy equipment	_____	_____
_____ Driving automotive equipment	_____	_____

WORKING CONDITIONS	HOURS PER DAY	COMMENTS
_____ Exposure to heat (85 ° - 90 °)	_____	_____
_____ Exposure to cold	_____	_____
_____ Exposure to dampness, water	_____	_____
_____ Walking on uneven ground	_____	_____
_____ Exposure to dust, fumes, and grass	_____	_____
_____ Exposure to heights	_____	_____
_____ Being around moving machinery	_____	_____
_____ Exposure to noise	_____	_____
_____ Respond to emergency situation	_____	_____
_____ Handle confrontational situation	_____	_____
_____ Wearing respiratory protection	_____	_____

WORKER TRAITS	HOURS PER DAY	COMMENTS
_____ Handle face to face contact with public	_____	_____
_____ Participate in formal proceedings, hearings	_____	_____
_____ Concentrate and meet deadlines	_____	_____
_____ Understand written and oral instructions	_____	_____
_____ Maintain professional relationship with supervisor, Co-workers and the public	_____	_____

DATE EMPLOYEE CAN START **LIMITED** DUTY: _____

LIMITED DUTY CAN BE: _____ FULL TIME _____ PART TIME

Number of Days per Week: _____ Number of Hours per Day: _____

ESTIMATED DATE EMPLOYEE CAN RETURN TO USUAL DUTIES: _____

ARE THE LIMITS LISTED PERMANENT ____OR TEMPORARY____? IF TEMPORARY, FOR HOW LONG?_____

_____

PHYSICIAN'S SIGNATURE DATE

_____

PHYSICIAN'S NAME ADDRESS

ATTACHMENT C

CONTRA COSTA COUNTY
PHYSICIAN'S STATEMENT OF ABILITY TO WORK
ADA/FEHA/non-industrial

Dear Physician:

Your cooperation in completing this form on a timely basis is requested. Certain benefits that person can receive are dependent on the completion of this form. The County of Contra Costa may be able to provide:

1. Limited duty for employees who are temporarily disabled by illness or injury
   or
2. Permanent accommodation of current assignments or reassignment to a different position.

EMPLOYEE'S NAME: _____ WORK LOCATION: _____
DEPARTMENT: _____ # OF HOURS PER DAY: _____
JOB TITLE: _____ # OF DAYS PER WEEK: _____

DESCRIBE NATURE OF DISABILITY(S) INCLUDING SYSTEMS OR BODY PARTS AFFECTED:

_____

_____

IF A DRUG IS PRESCRIBED, WILL IT AFFECT SAFE OPERATION OF A MOTOR VEHICLE? _____YES _____NO
EXPLAIN:

_____

_____

WILL THE DRUG AFFECT OTHER DUTIES: _____YES _____NO
EXPLAIN:

_____

_____

Computer Work:	_____ Yes	_____ No	Hours per Day_____	Minutes at a time_____
Writing	_____ Yes	_____ No	Hours per Day_____	Minutes at a time_____
Telephone Work:	_____ Yes	_____ No	Hours per Day_____	Minutes at a time_____
Office Machine use:	_____ Yes	_____ No	Hours per Day_____	Minutes at a time_____
Filing:	_____ Yes	_____ No	Hours per Day_____	Minutes at a time_____

PLEASE CHECK THOSE TASKS THAT THE EMPLOYEE IS ABLE TO PERFORM:

LIFT/CARRY	HOURS PER DAY	COMMENTS
_____ 0 - 5 Lbs.	_____	_____
_____ 5 - 10 Lbs.	_____	_____
_____ 10 - 15 Lbs.	_____	_____
_____ 15 - 20 Lbs.	_____	_____
_____ 20 - 25 Lbs.	_____	_____
_____ 25 - 50 Lbs.	_____	_____
_____ 50 - 75 Lbs.	_____	_____

PHYSICAL ACTIVITIES	HOURS PER DAY	COMMENTS
_____ Sitting	_____	_____
_____ Standing	_____	_____
_____ Walking	_____	_____
_____ Running	_____	_____
_____ Bending	_____	_____
_____ Squatting	_____	_____

ATTACHMENT C

PHYSICAL ACTIVITIES (Cont'd)	HOURS PER DAY	COMMENTS
_____ Crawling	_____	_____
_____ Pulling	_____	_____
_____ Pushing	_____	_____
_____ Kneeling	_____	_____
_____ Reaching above shoulder level	_____	_____
_____ Reaching below shoulder level	_____	_____
_____ Twisting the body	_____	_____
_____ Climbing stairs	_____	_____
_____ Climbing ladders	_____	_____
_____ Climbing up and down embankment	_____	_____
_____ Shoveling or digging	_____	_____
_____ Operating foot controls	_____	_____
_____ Operate moving machinery	_____	_____
_____ Driving heavy equipment	_____	_____
_____ Driving automotive equipment	_____	_____

WORKING CONDITIONS	HOURS PER DAY	COMMENTS
_____ Exposure to heat (85 ° - 90 °)	_____	_____
_____ Exposure to cold	_____	_____
_____ Exposure to dampness, water	_____	_____
_____ Walking on uneven ground	_____	_____
_____ Exposure to dust, fumes, and grass	_____	_____
_____ Exposure to heights	_____	_____
_____ Being around moving machinery	_____	_____
_____ Exposure to noise	_____	_____
_____ Respond to emergency situation	_____	_____
_____ Handle confrontational situation	_____	_____
_____ Wearing respiratory protection	_____	_____

WORKER TRAITS	HOURS PER DAY	COMMENTS
_____ Handle face to face contact with public	_____	_____
_____ Participate in formal proceedings, hearings	_____	_____
_____ Concentrate and meet deadlines	_____	_____
_____ Understand written and oral instructions	_____	_____
_____ Maintain professional relationship with supervisor, Co-workers and the public	_____	_____

DATE EMPLOYEE CAN START **MODIFIED** DUTY:_____

MODIFIED DUTY CAN BE: _____FULL TIME _____ PART TIME _____

Number of Days per Week: _____ Number of Hours per Day: _____

ESTIMATED DATE EMPLOYEE CAN RETURN TO USUAL DUTIES: _____

ARE THE LIMITS LISTED PERMANENT ____OR TEMPORARY____? IF TEMPORARY, FOR HOW LONG?_____

_____

PHYSICIAN'S SIGNATURE DATE

_____

PHYSICIAN'S NAME ADDRESS

_____

TELEPHONE NO. FAX NO.

ATTACHMENT C

COUNTY OF CONTRA COSTA
LIMITED DUTY ASSIGNMENT & EXTENSION FORM

	DEPARTMENT:
NAME OF EMPLOYEE:	DATE OF INJURY OR ILLNESS:
JOB CLASSIFICATION:	INDUSTRIAL: ☐ NON-INDUSTRIAL:
WORK RESTRICTIONS PREVENTING RETURN TO REGULAR DUTY:	PART (S) OF BODY AFFECTED:
PHYSICIAN APPROVING RELEASE TO LIMITED DUTY* NAME:	DATE OF EXAM/TREATMENT:

LIMITED DUTY IS A TEMPORARY ASSIGNMENT PROVIDED TO EMPLOYEES WHO ARE PRECLUDED FROM PERFORMING REGULAR JOB DUTIES ***FOR UP TO A 3-MONTH PERIOD*** OF TIME DUE TO INJURY OR ILLNESS. LIMITED DUTY CAN BE EXTENDED BY THE DEPARTMENT FOR AN ADDITIONAL THREE MONTHS. **ANY LIMITED DUTY ASSIGNMENT BEYOND 6 MONTHS IS MEDIATED BY THE COUNTY'S REHABILITATION COMMITTEE. PAY AND BENEFITS WILL BE PRORATED FOR PART-TIME WORK SUBJECT TO SALARY AND WORKERS' COMPENSATION REGULATIONS AND M.O.U. AGREEMENTS.**

ALL ABSENCES FROM WORK SHOULD BE ROUTED THROUGH YOUR SUPERVISOR, PARTICULARLY THOSE WHICH ARE RELATED TO YOUR ILLNESS OR INJURY, WHETHER OR NOT IT IS INDUSTRIAL. IF YOU ARE OFF ON VACATION OR SICK LEAVE THAT IS NOT CONNECTED WITH YOUR INJURY OR ILLNESS, PLEASE FOLLOW ESTABLISHED PROCEDURES.

INITIAL ASSIGNMENT FIRST EXTENSION ☐ SECOND EXTENSION ☐	LIMITED DUTY WILL START:_____ AND IS EXPECTED TO END:_____

DESCRIPTION OF LIMITED DUTY ASSIGNMENT:_____

WORK LOCATION: _____

WORK HOURS/DAYS OF WEEK:_____

SPECIFIC DUTIES (attach list of duties if available): _____

_____

_____

_____

_____

*A CURRENT PHYSICIAN'S STATEMENT MUST ACCOMPANY THIS FORM

WE HAVE REVIEWED THE CURRENT MEDICAL RELEASE AND AGREED TO THE ABOVE LIMITED DUTY ASSIGNMENT AND THE REQUIREMENTS OUTLINED IN THE LIMITED DUTY ASSIGNMENT. ANY CHANGES TO THE LIMITED DUTY ASSIGNMENT MUST FIRST BE APPROVED BY THE SUPERVISOR AND/OR THE DEPARTMENT DISABILITY COORDINATOR. SOME CHANGES MAY REQUIRE PRIOR MEDICAL APPROVAL.

_____ _____

SIGNATURE OF EMPLOYEE DATE LIMITED DUTY SUPERVISOR DATE

_____

DEPARTMENT DISABILITY COORDINATOR DATE

cc: COUNTY EMPLOYEE REHABILITATION COUNSELOR OR ADA COORDINATOR - RISK MANAGEMENT,
Department Personnel Section
AK 143

PUBLIC EMPLOYEES UNION, LOCAL ONE
CSB - SITE SUPERVISOR UNIT

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