# MEMORANDUM OF UNDERSTANDING

# BETWEEN

# CONTRA COSTA COUNTY

# AND

# PUBLIC EMPLOYEES UNION, LOCAL ONE

## JULY 1, 2016 – JUNE 30, 2019

**PUBLIC EMPLOYEES UNION**
**LOCAL ONE**

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**ATTACHMENTS**

# MEMORANDUM OF UNDERSTANDING
# BETWEEN
# CONTRA COSTA COUNTY
# AND
# PUBLIC EMPLOYEES UNION
# LOCAL ONE

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

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

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

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

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

## DEFINITIONS

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

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

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

**County:** Contra Costa County.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Union:** Local One

## SECTION 1 - UNION RECOGNITION

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

Agriculture and Animal Services Unit
Building Trades Unit
Community Services Bureau
Investigative Unit
Library Unit

## SECTION 2 - UNION SECURITY

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

**2.2 Agency Shop.**

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

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

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

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

3. Do both of the following:

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

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

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

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

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

F. <u>Compliance.</u>

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

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

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

taken by the County under this Section. This includes, but is not limited to, the County's attorneys' fees and costs. The provisions of this subsection shall not be subject to the grievance procedure following the adoption of this MOU by the County Board of Supervisors.

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

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

**2.3 Dues Form.** Employees hired on or after October 1, 1981, in classifications assigned to units represented by the Union shall, as a condition of employment, complete a Union dues authorization card provided by the Union and shall have deducted from their paychecks the membership dues of the Union. Said employees shall have thirty (30) days from the date of hire to decide if he/she does not want to become a member of the Union. Such decision not to become a member of the Union must be made in writing to the Auditor-Controller with a copy to the Labor Relations Service Unit within said thirty (30) day period. If the employee decides not to become a member of the Union, any Union dues previously deducted from the employee's paycheck shall be returned to the employee and said amount shall be deducted from the next dues deduction check sent to the Union. If the employee does not notify the County in writing of the decision not to become a member within the thirty (30) day period, he/she shall be deemed to have voluntarily agreed to pay the dues of the Union.

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

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

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

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

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

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

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

A. To post literature on bulletin boards.

B To arrange for use of a meeting room.

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

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

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

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

A. Such space is available.

B. There is no additional cost to the County.

C. It does not interfere with normal County operations.

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

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

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

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

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

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

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

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

**2.10 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/her determination.

B. Final Determination. His/her 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. He/she shall meet and confer with such requesting organizations (and with other recognized employee organizations where appropriate) to seek agreement on this matter within sixty (60) days after the ten (10) day period in Subsection b, unless otherwise mutually agreed. Thereafter, the procedures in cases of disagreement, arbitration referral and expenses, and criteria for determination shall conform to Board of Supervisor's Resolution 81/1165.

**2.11 Section 18 of 1977-79 MOU.** Section 18 of the 1977-1979 MOU between the County and Local No. 1 shall be continued for the duration of this MOU and shall be applicable to all units currently represented by Local No. 1.

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

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

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

## SECTION 4 - SHOP STEWARDS & OFFICIAL REPRESENTATIVES

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

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

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

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

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

E. If they are designated as spokesperson or representative of the Union and as such make representations or presentations at meetings or hearings on wages, salaries and working conditions; provided in each case advance arrangements for time away from the employee's work station or assignment are made with the appropriate department head, and the County agency calling the meeting is responsible for determining that the attendance of the particular employee(s) is required, including meetings of the Board of Supervisors and Retirement Board where items which are within the scope of representation and involving Local No. 1 are to be discussed.

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

**4.2 Union-Sponsored Training Programs.** The County shall provide a maximum of fifty hours (50) per year of release time for union designated stewards or officers to attend union-sponsored training programs.

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

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

| | |
|---|---|
| Agriculture and Animal Services | 2 |
| Building Trades | 2 |
| Community Services Bureau | 2 |
| Investigative | 2 |
| Library | 2 |

## SECTION 5 – SALARIES

### 5.1 General Wages.

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%).

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

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

C. Lump Sum Ratification Payment

1. Permanent Employees. Permanent full-time employees, including project employees, who meet all of the following criteria, will be paid a lump sum ratification payment 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.** Except as otherwise permitted in deep class resolutions, new employees shall generally be appointed at the minimum step of the salary range established for the particular class of position to which the appointment is made. However, the appointing authority may fill a particular position at a step above the minimum of the range if mutually agreeable guidelines have been developed in advance or the Human Resources Director offers to meet confer with the Union on a case by case basis each time prior to formalizing the appointment.

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

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

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

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

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

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

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

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

Except as herein provided, increments within range shall not be granted more frequently than once a year, nor shall more than one (1) step within range increment be granted at one time, except as otherwise provided in deep class resolutions. In case an appointing authority recommends denial of the within range increment on some particular anniversary date, but recommends a special salary review at some date before the next anniversary the special salary review shall not affect the regular salary review on the next anniversary date. Nothing herein shall be construed to make the granting of increments mandatory on the County. If an operating department verifies in writing that an administrative or clerical error was made in failing to submit the documents needed to advance an employee to the next salary step on the first of the month when eligible, said advancement shall be made retroactive to the first of the month when eligible.

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

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

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

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

**5.8 Salary Reallocation & Salary on Reallocation.**

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

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

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

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

**5.9 Salary on Promotion.** Any employee who is appointed to a position of a class allocated to a higher salary range than the class previously occupied, except as provided under Section 5.13 – Pay for Work in Higher Classification, shall receive the salary in the new salary range which is next higher than the rate received before promotion. In the event this increase is less than five percent (5%), the employee's salary shall be adjusted to the step in the new range which is at least five percent (5%) greater than the next higher step; provided however that the next step shall not exceed the maximum salary for the higher class. In the event of the appointment of a laid off employee from the layoff list to the class from which the employee was laid off, the

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

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

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

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

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

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

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

**5.13 <u>Pay for Work in Higher Classification.</u>** When an employee in a permanent position in the merit system or an employee in the Family and Children's Service 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 Subsection 5.9 - <u>Salary on Promotion</u> of this Memorandum, at the start of the second full day in the assignment, under the following conditions. Payment shall be made retroactive after completing the first forty (40) consecutive hours worked in the higher classification.

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

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

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

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

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

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

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

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

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

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

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

The election to receive the advance shall be made on the prescribed form (form M-208, revised 5/81) and submitted by the fifteenth (15th) of the month to the department payroll clerk who will forward the card with the Salary Advance Transmittal/Deviation Report to the Auditor-Controller payroll section.

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

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

**5.15 SALARIES AND DEFERRED COMPENSATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

## SECTION 6 – DAYS AND HOURS OF WORK

### 6.1 Definitions.

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

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

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

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

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

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

G. **Workweek for Employees on a 9/80 Work Schedule:** The 9/80 workweek begins on the same day of the week as the employee's eight (8) hour work day

and regularly scheduled 9/80 day off. The start time of the workweek is four (4) hours and one (1) minute after the start time of the eight (8) hour workday. The end time of the workweek is four (4) hours after the eight (8) hour workday start time. The result is a workweek that is a fixed and regularly recurring period of seven (7) consecutive twenty-four (24) hour periods (168 hours).

H. **4/10 Shifts:** If the County wants to eliminate any existing 4/10 shift and substitute a 5/8 shift or to institute a 4/10 shift which does not allow for three (3) consecutive days off (excluding overtime days or a change of shift assignment), or change existing work schedules or existing hours of work, it will meet and confer with the Union prior to implementing said new shift or hours change. This obligation does not apply where there is an existing system for reassigning employees to different shifts or different starting/stopping times. Nothing herein prohibits affected employees and their supervisor from mutually agreeing on a change in existing hours of work provided other employees are not adversely impacted.

### 6.2 Automated Timekeeping Implementation:

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

### 6.3 Time Reporting/Time Stamping:

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

## SECTION 7 – OVERTIME, COMPENSATORY TIME, & STRAIGHT TIME

### 7.1 Overtime.

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

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

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

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

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

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

**7.2 <u>Overtime Compensatory Time.</u>** The following provisions shall apply:

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

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

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

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

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

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

This provision may be waived at the discretion of the Department Head or his or her designee.

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

H. Compensatory time accrual balances will be paid off when an employee moves from one department to another through promotion, demotion or transfer. Said payoff will be made in accordance with the provisions and salary of the class from which the employee is promoting, demoting or transferring as set forth in I below.

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

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

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

3. The employee separates from County service.

4. The employee retires.

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

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

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

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

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

time pay, except as otherwise set forth in this section 7.3, the rules for administration of compensatory time off described in section 7.2, above, apply to straight time compensatory time off.

## SECTION 8 - CALL BACK TIME PAY

A permanent full-time and permanent part-time employee who is called back to duty will be paid for Call Back Time. Call Back Time occurs when an employee is not scheduled to work and is not on County premises, but is called back to work on County premises or for a County work assignment. An employee called back to work will be paid Call Back Time Pay at the rate of one and one-half (1.5) times his/her base rate of pay (not including differentials) for the actual Call Back Time hours worked plus one (1) hour. An employee called back to work will be paid a minimum of two (2) hours for each Call Back Time event.

## SECTION 9 - ON-CALL DUTY

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

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

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

## SECTION 10 - SHIFT DIFFERENTIAL

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

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

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

3. Employees who commence a vacation, paid sick leave period, paid disability or other paid leave immediately after working a shift that qualifies for the shift differential, will have the shift differential included in computing the pay for their time on paid leave. Employees on a rotating shift schedule who commence a vacation, paid sick leave, paid disability, or other paid leave will be paid the shift differential that they would have received had the employees worked the scheduled shift during the period of paid leave. Shift differential shall only be paid during paid sick leave and paid disability leave as provided above for the first thirty (30) calendar days of each absence.

B. Permanent Intermittent and Temporary employees:

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

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

## SECTION 11 - WORKFORCE REDUCTION/LAYOFF/ REASSIGNMENT

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

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

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

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

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

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

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

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

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

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

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

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

## 11.2 Separation Through Layoff.

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

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

C. Layoff By Displacement.

1. In the Same Class. A laid off permanent full-time employee may displace an employee in the department having less seniority in the same class

who occupies permanent-intermittent or permanent part-time position, the least senior employee being displaced first.

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

D. Particular Rules on Displacing.

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

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

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

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

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

County employment. If there remain ties in seniority rights, such ties shall be broken by counting total time in the department in permanent employment. Any remaining ties shall be broken by random selection among the employees involved.

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

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

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

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

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

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

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

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

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

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

   If the person on the reemployment or layoff list is appointed to another position in the same or lower classification, the name of the person shall be removed. However, if the first permanent appointment of a person on a layoff list is to a lower class which has a top step salary lower than the top step of the class from which the person was laid off, the name of the person shall not be removed from the layoff list.

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

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

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

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

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

## SECTION 12 - HOLIDAYS

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

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

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

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

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

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

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

C. Effective January 1, 2012, employees who work in twenty-four (24) hour facilities will, in addition to those holidays specified in Section 12.1A, observe Admission day on September 9, Columbus Day on the second Monday in October, and Lincoln's Day on February 12 as holidays, but will not accrue the four (4) hours per month of personal holiday credit referenced in Section 12.1.B above, but will accrue two (2) hours per month of personal holiday credit. No employee may accrue more than forty (40) hours of personal holiday credit. On separation from County service, an employee will be paid for any unused personal holiday credits at the employee's then current pay rate.

**12.2 Holiday is Observed (NOT WORKED).**

**A. Full Time Employees**:

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

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

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

3. Holiday Observed- Full Time Employees Scheduled in Excess of Eight (8) hours: When a holiday falls on an employee's regularly scheduled

workday, the employee is entitled to only eight (8) hours off without a reduction in pay. If the workday is a nine (9) hour day, the employee must use one (1) hour of non-sick leave accruals. If the workday is a ten (10) hour day, the employee must use two (2) hours of non-sick leave accruals. If the employee does not have any non-sick leave accrual balances, leave without pay (AWOP) will be authorized.

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

**B. Part Time Employees:**

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

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

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

4. Holiday Observed- Part Time Employees Scheduled to Work Less than "Part Time Employee's Holiday Hours": When the number of hours in a part time employee's scheduled work day that fall on a holiday is less than

the employee's "part time employee's holiday hours," the employee is also entitled to receive flexible pay at the rate of 1.0 times his/her base rate of pay (not including differentials) for the difference between the employee's scheduled work hours and the employee's "part time employee's holiday hours."

**12.3 Holiday is WORKED.**

**A. Full Time Employees:**

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

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

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

**B. Part Time Employees:**

1. Holiday Falls on Regularly Scheduled Work Day: When a part time employee works on a holiday that falls on the employee's scheduled work day, the part time employee is entitled to receive his/her regular salary.

The part time employee is also entitled to receive holiday pay at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) or holiday compensatory time for all hours worked on the holiday, up to a maximum of the "part time employee's holiday hours."

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

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

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

5. Holiday Worked- Regularly Scheduled Day off in Excess of "Part Time Employee's Holiday Hours": If a part time employee works more than the "part time employee's holiday hours," the part time employee is also entitled to receive compensatory time or straight time pay at the rate of 1.0 times his/her base rate of pay (not including differentials) for all hours worked up to a maximum of eight (8) hours. If a part time employee works more than eight (8) hours on the holiday, the part time employee is entitled to receive overtime pay at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) or compensatory time for all

hours worked beyond eight (8) hours. The part time employee is also entitled to receive flexible pay at the rate of 1.0 times his/her base rate of pay (not including differentials) multiplied by the amount of the "part time employee's holiday hours" or flexible compensatory time in recognition of his/her scheduled day off.

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

## 12.4 Holiday and Compensatory Time Provisions

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

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

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

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

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

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

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

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

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

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

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

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

## SECTION 13 - VACATION LEAVE

**13.1 Vacation Allowance.** Employees in permanent positions are entitled to vacation with pay. Accrual is based upon straight time hours of working time per calendar month of service and begins on the date of appointment to a permanent position. Increased accruals begin on the first of the month following the month in which the employee qualifies. Accrual for portions of a month shall be in minimum amounts of one (1) hour calculated on the same basis as for partial month compensation pursuant to Section 5.6 - Compensation for Portion of Month of this MOU. Vacation credits may be taken in one (1) minute increments and may not be rounded. Vacation may not be taken during the first six (6) months of employment (not necessarily synonymous with probationary status) except where sick leave has been exhausted; and none shall be allowed in

excess of actual accrual at the time vacation is taken.

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

**13.3 Vacation Accrual Rates.**

A. Vacation Accruals for Agriculture-Animal Services Unit, Building Trades Unit, and Community Services Bureau Unit. For employees hired into a class in the Agriculture-Animal Services Unit, Building Trades Unit, and Community Services Bureau Unit, the rates at which vacation credits accrue, and the maximum accumulation thereof, are as follows:

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

B. Vacation Accruals for the Investigative Unit and the Library Unit. The following vacation accruals are for employees in the Investigative Unit and the Library Unit:

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

C. Vacation Leave for Library Unit ONLY. The County Library agrees to continue the present vacation scheduling policy. Vacations in the Library Department are scheduled by location. Preference of vacation shall be given to employees at that location according to County service, as reasonably as possible. Vacation requests will be submitted by employees for the twelve (12) month period, March 1 to February 28. Preference in choices of dates will be given on the basis of

greatest County service of employees submitting vacation requests by February 15, irrespective of employee organization affiliation.

The process shall consist of the employee in the branch (or other work unit assigned), with most County service making his/her first choice of one continuous block of time, and continuing to the next most senior employee, until each employee, on this first round, shall have been assigned his/her first choice (second or third if more senior employee(s) also requested the dates). This procedure shall be repeated for the second block of time, with the next most senior employee who requested at least two blocks of time, having first choice, from the remaining vacant time slots, and so on, for as many rounds of assignment as there were blocks of vacation time requested. Completed vacation schedule will then be posted in the branch or other work unit. Those employees unable to specify a choice of dates will turn in a vacation request form with no choices indicated. Subsequent requests can then be made, in writing, at least two weeks before the requested vacation time. These requests will be granted on a "first come, first served" basis.

Employees may cancel or reschedule their granted vacation dates. These cancellations and requests for rescheduling should be made, in writing, at least two weeks before the canceled or rescheduled vacation time. The rescheduling will be granted or denied according to same "first come, first served" basis mentioned above.

All cancellations of previously approved vacation dates will be posted on Vacation Schedule, and be available to other employees on the basis of seniority rather than "first come, first served." Upon reassignment, employees take their approved vacation dates with them to their new location.

D. 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.

E. 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.

F. Service Award Date Defined: An employee's Service Award Date is the first day of his/her temporary, provisional, or permanent appointment to a position in the

County. If an employee is first appointed to a temporary or provisional position and then later appointed to a permanent position, the Service Award Date for that employee is the date of the first day of the temporary or provisional appointment.

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

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

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

**13.7 Vacation Preference.** Use of vacation accruals is by mutual agreement between the employee and the supervisor and preference of vacation shall be given to employees according to their seniority in their department as reasonably as possible unless otherwise provided in the supplemental sections of this Agreement.

## SECTION 14 - SICK LEAVE

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

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

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

Unused sick leave credits accumulate from year to year.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. For working time used by an employee for pre-scheduled medical and

dental appointments for an immediate family member.

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

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

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

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

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

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

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

A. 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 a statement that the absence is due to a medical condition and possible duration of the absence.

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

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

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

be imposed regarding specific locations and/or persons the department may contact to verify the employee's sick leave.

B. 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 14.4.a.

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

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

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

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

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

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

**14.5 <u>Disability.</u>**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Scope of the Arbitrator's Review.

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

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

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

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

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

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

B. Continuing Pay. A permanent employee shall receive the appropriate percentage as outlined above of regular monthly salary during any period of compensable temporary disability not to exceed one (1) year. Payment of continuing pay and/or temporary disability compensation is made in accordance with Part 2, Article 3 of the Workers' Compensation Laws of California.

"Compensable temporary disability absence" for the purpose of this Section, is any absence due to work connected disability which qualifies for temporary disability compensation as set forth in Part 2, Article 3 of the Workers' Compensation Laws of California.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## SECTION 15 - CATASTROPHIC LEAVE BANK

**15.1 Program Design.** The County Human Resources Department will operate a Catastrophic Leave Bank which is designed to assist any County employee who has exhausted all paid accruals due to a serious or catastrophic illness, injury, or condition of the employee or family member. The program establishes and maintains a Countywide bank wherein any employee who wishes to contribute may authorize that a

portion of his/her accrued vacation, compensatory time, holiday compensatory time or floating holiday be deducted from those account(s) and credited to the Catastrophic Leave Bank. Employees may donate hours either to a specific eligible employee or to the bank. Upon approval, credits from the Catastrophic Leave Bank may be transferred to a requesting employee's sick leave account so that employee may remain in paid status for a longer period of time, thus partially ameliorating the financial impact of the illness, injury, or condition.

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

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

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

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

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

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

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

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

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

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

## SECTION 16 - STATE DISABILITY INSURANCE (SDI)

### 16.1 General Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## SECTION 17 - LEAVE OF ABSENCE

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

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

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

1. Illness or disability.

2. Pregnancy.

3. Parental.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. The probable duration of the condition.

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

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

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

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

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

2. The probable duration of the condition.

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

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

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

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

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

**17.12 Leave Without Pay - Use of Accruals.**

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

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

C. Leave of Absence/Long Term Disability (LTD) Benefit Coordination. A n eligible employee who files an LTD claim and concurrently takes a leave of absence

without pay will be required to use accruals as provided in Section B herein during the eighteen (18) week entitlement period of a medical leave specified above. If an eligible employee continues beyond the eighteen (18) week entitlement period on a concurrent leave of absence/LTD claim, the employee may choose to maintain further pay status only as allowed under subsection A. herein.

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

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

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

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

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

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

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

## SECTION 18 - JURY DUTY AND WITNESS DUTY

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

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

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

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

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

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

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

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

F. An employee on short notice standby to report to court, whose job duties make short notice response impossible or impractical, shall be given alternate work

assignments for those days to enable them to respond to the court on short notice.

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

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

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

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

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

## SECTION 19 – MEDICAL, DENTAL, & LIFE INSURANCE

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

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

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

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

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

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

1. CCHP Plan A & Plan B
2. Kaiser Permanente Plan A & Plan B
3. 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.

**19.2 Monthly Premium Subsidy:**

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

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

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

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

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

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

## 19.3 Retirement Coverage:

A. Upon Retirement:

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

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

Parts A and B.

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

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

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

2. Life insurance coverage is not included.

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

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

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

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

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

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

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

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

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

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

A. <u>Health, Dental and Life Participation by Other Employees:</u> Permanent part-time employees working nineteen (19) hours per week or less may

participate in the County Health and/or Dental plans (with the associated life insurance benefit) at the employee's full expense.

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

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

**A. Health Insurance**

1. Eligible Dependents:

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

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

**B. Dental Insurance**

1. Eligible Dependents:

   a. Employee's Legal Spouse
   b. Employee's qualified domestic partner
   c. Employee's 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.

**19.6 <u>Dual Coverage:</u>**

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

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

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

**19.7 <u>Medical Plan Cost-Sharing with Active Employees on and after July 1, 2016.</u>**

A. The two-tier premium structure in effect for the 2016 plan year and the medical plan premium subsidies set forth in 19.2.A., above, will continue until such time as subsection 19.7.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 19.2.A., and adjust the amounts paid by the County for active employees in recognition of the increases to the Employee Plus Two or More Dependents medical premiums caused by the shift to a three-tier structure. In total, the County will pay the following amounts plus any additional amounts in accordance with 19.7.C. below:

| Medical Plans | Employee | Employee +1 Dependent | Employee +2 or More Dependents |
|---|---|---|---|
| Contra Costa Health Plans (CCHP), Plan A | $530.56 | $1,049.81 | $1,646.89 |
| Contra Costa Health Plans (CCHP), Plan B | $549.42 | $1,068.65 | $1,737.03 |
| Kaiser Permanente Health Plan A | $435.38 | $803.96 | $1,493.79 |
| Kaiser Permanente Health Plan B | $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, and for the term of this agreement, if there is an increase in the monthly premium, including any plan premium penalty, charged by a medical plan, the County and the active employee will each pay fifty percent (50%) of the monthly increase that is above the plan premium amounts for medical plans with three tiers that are listed in 19.7.D, below. The fifty percent (50%) share of the monthly medical plan increase paid by the County is in addition to the amounts paid by the County in 19.7.B., above, for medical plans.

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

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

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

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

a guaranteed issue, provided the election is made within the required enrollment periods.

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

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

**19.12 Voluntary Vision Plan:** Beginning no earlier than the 2017 plan year, active permanent full-time and active permanent part-time 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 temporary or permanent-intermittent employees.

**19.13 Health Savings Account:** Beginning no earlier than the 2017 plan year, active permanent full-time and active permanent part-time 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 temporary or permanent-intermittent employees.

**19.14 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.

**19.15 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.

**19.16 Prevailing Section:** To the extent that any provision of this Section (Section 19 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 19 Health, Life & Dental Care) will prevail.

**19.17 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.

**19.18 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.

**19.19 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.

**19.20 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.

**19.21 Health Care Oversight Committee.** The County and the Health Care Oversight Committee will continue during the duration of this agreement.

**19.22 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 20 - PROBATIONARY PERIOD

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

**20.2 Classes With Probationary Period Over Six / Nine Months.** Listed below are those classes represented by the Union which have probation periods in excess of nine (9) months for original entrance appointments and six (6) months for promotional appointments:

Agricultural Biologist Trainee (BA7A) - one (1) year
Animal Services Officer (BJWD) - one (1) year
Animal Services Sergeant (BJTD) – one (1) year Child Support
Specialist (SMWF) - one (1) year
Weights & Measures Inspector Trainee (BW7A) - one (1) year

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

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

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

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

A. Appeal from Rejection. Notwithstanding any other provisions of this section, an employee (probationer) shall have the right to appeal from any rejection during

the probationary period based on political, or religious or union activities, or race, color, national origin, sex, age, disability, or sexual orientation.

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

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

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

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

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

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

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

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

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

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

## SECTION 21 - PROMOTION

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

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

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

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

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

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

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

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

E. The Union approves such action.

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

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

**21.6 Seniority Credits.** Employees who have qualified to take promotional examinations and who have earned a total score, not including seniority credits, of seventy (70) percent or more, shall receive, in addition to all other credits, five one-hundredths of one percent (.05%) for each completed month of service as a permanent County employee continuously preceding the final date for filing application for said examination. For purposes of seniority credits, leaves of absence shall be considered as service. Seniority credits shall be included in the final percentage score from which the rank on the promotional list is determined. No employee, however, shall receive more than a total of five percent (5%) credit for seniority in any promotional examination.

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

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

## SECTION 22 - TRANSFER & REASSIGNMENT

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

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

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

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

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

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

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

**22.3 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, except as otherwise provided in the supplemental sections of this MOU. This provision applies to intradepartmental reassignments only.

This provision for work location reassignments applies only to the following units: Agriculture Unit (excluding the Weights and Measures Division) and Library Unit.

Section 22.3 also applies to the Community Services Bureau Unit in conjunction with Section 53.3.F.

**22.4 Reassignment Due to Layoff or Displacement.** When reassignment of an employee or employees is necessary due to layoff or displacement, the following procedures shall be followed:

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

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

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

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

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

## SECTION 23 - RESIGNATIONS

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

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

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

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

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

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

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

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

**23.5 Coerced Resignations.**

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

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

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

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

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

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

A. Absence without leave.

B. Conviction of any criminal act involving moral turpitude.

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

D. Disorderly or immoral conduct.

E. Incompetence or inefficiency.

F. Insubordination.

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

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

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

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

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

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

M. Misappropriation of County funds or property.

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

O. Dishonesty or theft.

P. Excessive or unexcused absenteeism and/or tardiness.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Employee Appeals from Order. The employee may appeal an order of dismissal, suspension, temporary reduction in pay, or demotion either to the Merit Board or through the procedures of Section 25 - Grievance Procedure of this MOU provided that such appeal is filed in writing with the Director of Human Resources within ten (10) calendar days after service of said order. An employee may not both appeal to the Merit Board and file a grievance under Section 25 of this MOU.

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

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

## SECTION 25 - GRIEVANCE PROCEDURE

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

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

**Step 1.** Any employee or group of employees who believes that a provision of this MOU has been misinterpreted or misapplied to his or her detriment shall discuss the complaint with the grievant's immediate supervisor or designee, who shall meet with the grievant within five (5) work days of receipt of a written request to hold such meeting.

Grievances challenging suspensions, reductions in pay, demotions and terminations may be filed at Step 3 within the time frame set forth above.

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

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

For grievances involving appeals from disciplinary action, the Employee Relations Officer or designee will attempt to resolve the grievance. In the event that the grievance is not 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 25.2 below, be referred to an impartial arbitrator who shall be designated by mutual agreement between the Union and the Employee Relations Officer. Such request shall be submitted within twenty (20) work days of the completion of mediation at Step 4. Within twenty (20) work days of the request for arbitration the parties shall mutually select an arbitrator who shall render a decision within thirty (30) work days from the date of final submission of the grievance

including receipt of the court reporter's transcript and post-hearing briefs, if any. The fees and expenses of the arbitrator and of the Court Reporter shall be shared equally by the Union and the County. Each party, however, shall bear the costs of its own presentation, including preparation and post hearing briefs, if any.

**25.2 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.

Procedures

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

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

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

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

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

D. If the Employee Relations Officer, pursuant to the procedures outlined in Step 3 above or Step 4 above resolves a grievance which involves suspension or

discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time.

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

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

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

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

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

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

**25.8 Merit Board.**

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

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

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

## SECTION 26 - BILINGUAL PAY

A salary differential of eighty dollars ($80.00) per month shall be paid incumbents of positions requiring bilingual proficiency as designated by the appointing authority and Director of Human Resources. Said differential shall be paid to eligible employees in paid status for any portion of a given month. Designation of positions for which bilingual proficiency is required is the sole prerogative of the County. The Union shall be notified when such designations are made. Effective January 1, 2007, the differential shall be increased to a total of one hundred dollars ($100.00) per month.

## SECTION 27 – RETIREMENT CONTRIBUTION

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

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

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

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

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

## SECTION 28 - TRAINING REIMBURSEMENT

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

## SECTION 29 - SAFETY SHOES AND PRESCRIPTION SAFETY EYEGLASSES

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

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

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

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

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

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

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

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

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

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

Eligible employee is defined as an employee requiring safety shoes and/or prescription safety eyeglasses to protect them from job task and/or environment hazards that cannot be controlled through engineering or administrative processes. When this is the case, personal protective equipment (PPE) is required and provided to the employee by the County, per Safety Orders and Administrative Bulletin No. 513.

## SECTION 30 - COMPUTER VISION CARE (CVC) USERS EYE EXAM

Employees in the Library Unit and Investigative Unit shall be eligible to receive an annual eye examination on County time and at County expense in accordance with the following conditions:

A. Eligible employees must use a video display terminal at least an average of two hours per day as certified by their department.

B. Eligible employees who wish an eye examination under this program should request it through the County Human Resources Department, Benefits Division.

C. Should prescription glasses be prescribed for an employee following an eye examination, the County agrees to provide, at no cost, basic eye wear consisting of a fifty ($50) dollar frame and single, bifocal, or trifocal lenses. Employees may, through individual arrangement between the employee and the employees' doctor, and solely at the employee's expense, include blended lenses and other care, services or materials not covered by the plan.

## SECTION 31 - PERFORMANCE EVALUATION PROCEDURE

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

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

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

B. Frequency of Evaluation.

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

2. Permanent employees may be evaluated every year.

C. Procedure.

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

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

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

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

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

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

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

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

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

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

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

## SECTION 32 - MILEAGE

**32.1 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.

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

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

## SECTION 33 - PAY WARRANT ERRORS

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

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

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

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

## SECTION 34 - FLEXIBLE STAFFING

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

## SECTION 35 - PERSONNEL FILES

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

custodian of records will certify that the copy is a true and correct copy of the original file.

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

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

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

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

Letters of reprimand are subject to the grievance procedure but shall not be processed past Step 3 unless said letters are used in a subsequent discharge, suspension or demotion of the employee, in which case an appeal of the letters of reprimand may be considered at the same time as the appeal of the disciplinary action. Prior to being submitted to Step 3 of the grievance procedure, either party may request fact finding to assist in the resolution of the dispute. One (1) fact finder shall be selected by each party to the dispute within ten (10) work days from the initial request for fact finding. The fact finder shall have twenty (20) work days from notice of selection to investigate and render opinions to the Director of Human Resources.

Copies of letters of commendation which are to be placed in the employee's personnel file will be given to the employee. Employees have the right to review their official personnel files which are maintained in the Human Resources Department or by their departments. In a case involving a grievance or disciplinary action, the employee's designated representative may also review his/her personnel file with specific written authorization from the employee. The County shall supply the Union with lists of official

personnel files and locations. Derogatory material in an employee's personnel file over two years old will not be used in a subsequent disciplinary action unless directly related to the action upon which the discipline is taken. Derogatory material does not include prior suspensions, demotions or dismissals for cause.

## SECTION 36 - SERVICE AWARDS

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

## SECTION 37 - REIMBURSEMENT FOR MEAL EXPENSES

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

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

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

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

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

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

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

## SECTION 38 - DETENTION FACILITY MEALS

The charge for a meal purchased in a detention facility by employees represented by Local No. 1 is one dollar ($1.00) per meal. Employees assigned to a detention facility are not, however, required to purchase a meal.

## SECTION 39 - COMPENSATION FOR LOSS OR DAMAGE TO PERSONAL PROPERTY

Claims for reimbursement must be processed in accordance with the Administrative Bulletin No. 518 - Compensation for Loss or Damage to Personal Property.

## SECTION 40 - HARASSMENT

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

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

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

## SECTION 42 - PERMANENT PART-TIME EMPLOYEE BENEFITS

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

## SECTION 43 - PERMANENT-INTERMITTENT EMPLOYEE SPECIAL PAYS & BENEFITS

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

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

## SECTION 44 - HAZARD PAY

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

| Org.# | Org. Name |
|---|---|
| 0451 | Conservatorship |
| 2490 | Inmate Library Services |
| 2575 | Detention Transportation |
| 2577 | County Parole Program |
| 2578 | Martinez Detention |
| 2580 | West County Detention |
| 2585 | Marsh Creek Detention |
| 2588 | AB109 Program |
| 5700 | Martinez Detention Infirmary |
| 5701 | West County Detention Infirmary |
| 5702 | Juvenile Hall Nursing |
| 5710 | Detention Mental Health Martinez |
| 5711 | Detention Mental Health West County |
| 5951 | Youth Mental Health |
| 5974 | West County Adult Mental Health |
| 6313 | Psychiatric Unit |
| 6381 | Psychiatric Emergency |
| 6383 | Emergency |
| 6553 | Hospital Admission Martinez |
| 6570 | Outpatient Registration |

Employees eligible to receive a Detention Facility Assignment Pay in Section 53 - Unit Items of this M.O.U. are not eligible to receive hazard pay under this Section.

## SECTION 45 - LUNCH PERIOD

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

## SECTION 46 - REST BREAKS

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

## SECTION 47 - HEALTH EXAMINATION

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

## SECTION 48 - TEMPORARY EMPLOYEES

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

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

48.3 Employment Conditions.

A. Agency Shop.

1. All covered temporary employees, as specified in Section 48.1 above, shall either:

   a. Become and remain a member of the Union and pay dues in an amount that does not exceed an amount that may be lawfully collected under applicable constitutional, statutory, or case law authority as determined by the Union ; or

b. Pay to the Union an agency shop fee in an amount of member dues specified in Section 48.3.A.1.a above; or

c. Do both of the following:

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

ii. Pay a sum equal to the agency shop service fee specified in Section 48.3.A.1.b above to a non-religious, non-labor charitable fund chosen by the employee from those listed in the Memorandum of Understanding between Public Employees Union, Local One and Contra Costa County.

2. No initiation fee or special assessments shall be required of these employees.

3. The amount of the agency shop service fee shall not exceed the amount specified in 48.3.A.1.b., above. The Union agrees to refund to the employee any excess amount deducted from a temporary employee's pay. The timing and method of refund shall be the sole responsibility of the Union.

4. This agency shop service fee provision shall be effective on the June 10, 1987 payroll.

B. Agency Shop Deductions.

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

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

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

4. The authorization of payroll deductions described in Section 48.3.B.1 above shall require the employee to agree to hold the County harmless from all claims, demands, suits or other forms of liability that may arise against the County for or on account of any deduction made from the wages of such employee.

48.4 Salary Increments Within Range.

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

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

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

d. New Employees. Except as otherwise permitted in deep class resolutions, temporary employees shall generally be appointed at the minimum step of the salary range established for the particular class to which the appointment is made. However, the Director of Human Resources may authorize an appointing authority to make a particular temporary appointment at a step above the minimum of the range.

Temporary employees hired at step 1 of the salary range for their classification will be eligible for a salary review as described in Section 48.4.a above after completion of 1040 straight time hours worked; additional salary reviews will be after the cumulation of an additional 2080 straight time hours as described in Section 48.4.b above.

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

48.5 Paid Time Off.

a. Temporary employees shall begin accumulating a record of straight time hours worked.

b. Based upon the accumulation of straight time hours recorded (Section 48.5.a above), effective the first of the month following completion of each 2080 straight time hours worked, the temporary employee shall be credited with forty (40) hours of "paid time off". Forty (40) hours paid time off credit is the maximum amount an employee may have at any time.

c. Use. Paid time off (PTO) shall not be taken until "credited" (Section 48.5.b above) after completion of 2080 straight time hours worked. PTO shall be taken by an employee only with the approval of his/her supervisor.

d. Paid off at Separation. If a temporary employee terminates his/her County employment (separates from County service), the employee shall be paid all currently "credited" PTO hours (Section 48.5.b above) and, in addition, shall be paid off for that portion of PTO hours earned but not yet credited on the basis of that portion of the 2080 straight time hours worked (STHW) cumulation. The formula for the earned but not credited payoff is: STHW divided by 2080 multiplied by 40 multiplied by the current hourly pay rate at separation.

48.6. Grievance Procedure. Temporary employees covered by this Memorandum of Understanding may grieve only alleged violations of the specific terms and conditions specified in this Section.

48.7 Work Hours.

A. Temporary Employees. Temporary employees hired may work a maximum of 1600 hours within a department. Thereafter, that temporary may not work in that department for one year as a temporary.

Nothing in this section shall preclude a department from terminating a temporary prior to the temporary reaching the maximum hours allowable.

Temporary appointments to fill vacancies resulting from leaves of absence (i.e., maternity leaves, medical leaves, Workers' Compensation), temporary assignments for pre-specified periods and short-term, specified seasonal work, are excluded.

Nothing in this agreement precludes the parties from meeting and conferring over future exceptions.

B. The County may employ temporary employees in excess of 1600 hours for the following reasons:

1. To cover for employees on leaves of absence, e.g., maternity, military, medical, workers' compensation.

2. While a department is actively recruiting to fill a position.

3. For regular recurring departmental needs, e.g., election season (Clerk-Recorder), property tax season (Treasurer-Tax Collector), and "closing the assessment roll" season (Assessor).

4. Temporary assignments for pre-determined periods of time, as determined by the hiring department.

5. For short term seasonal work needed by a department**,** not to exceed 1600 hours.

The County may not replace a temporary employee with another temporary employee except as provided in Subsections 1, 2, 3, and 4 of this Section B. above.

The County will notify the union in advance of the period of the temporary assignment under Subsection 4 and the period of the seasonal assignment under Subsection 5.

C. Student Intern: The County may employ a person as a Student Intern only if that person is enrolled in a school and is performing work for the County that is related to his/her course of study, interest, aptitude, or education, provided however, that a student intern hired for the summer may perform work not related to his/her course of study, interest, aptitude or education. Student Interns may not be used in lieu of hiring regular County employees.

D. The County may employ temporary agency employees in a manner consistent with Government Code Section 31000.4, which provides: "The board of supervisors may contract with temporary help firms for temporary help to assist county agencies, departments or offices during any peak load, temporary absence, or emergency other than a labor dispute, provided the board determines that it is in the economic interest of the county to provide such temporary help by contract, rather than employing persons for such purpose. Use of temporary help under this section shall be limited to a period of not to exceed 90 days for any single peak load, temporary absence, or emergency situation."

E. The County will provide to the union a temporary employee report to show the total number of hours worked by each County temporary employee and each temporary agency employee and not merely the annual number of hours**.** It shall also include the reason the County temporary employee was hired by referring to one of the 5 reasons specified in B above or the reason the temporary agency employee was hired as set forth in paragraph D*.*

F. Appointment to a Permanent Position. If a temporary employee is appointed to a permanent position, credited paid time off hours and earned, but not yet credited paid time off hours, shall be converted to vacation hours and subject to the MOU provisions relating to vacation, except that when a temporary employee is

appointed to a permanent position, the employee shall be allowed to use the earned paid time off hours during the first six (6) months of employment in a permanent position.

G. The County shall provide quarterly reports regarding temporary employees which include the following information: employee name, classification, department, mail drop I.D., and number of hours worked in all classifications and departments.

H. Special Pays. Temporary employees may be eligible for certain special types of pays or benefits in addition to wages under specifically defined circumstances. A list of those special pays and benefits that are applicable to temporary employees is included as Attachment E. If a special pay or benefit that is described in this MOU does not specifically reference temporary employees or the special pay or benefit is not included in Attachment E, then it does not apply to temporary employees.

## SECTION 49 - ADOPTION

The provisions of this MOU shall be made applicable on the dates indicated and upon approval by the Board of Supervisors. Resolutions and Ordinances, where necessary, shall be prepared and adopted in order to implement these provisions. It is understood that where it is determined that an Ordinance is required to implement any of the foregoing provisions, said provisions shall become effective upon the first day of the month following thirty (30) days after such Ordinance is adopted.

## SECTION 50 - SCOPE OF AGREEMENT AND SEPARABILITY OF PROVISIONS

**50.1 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.

**50.2 Separability of Provisions.** Should any section, clause or provision of this MOU be declared illegal, unlawful or unenforceable, by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this MOU.

**50.3 Personnel Management Regulations.** Where a specific provision contained in a section of this MOU conflicts with a specific provision contained in a section of the Personnel Management Regulations, the provision of this MOU shall prevail. Those

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

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

## SECTION 51 - FAIR LABOR STANDARDS ACT PROVISIONS

The Fair Labor Standards Act, as amended, may govern certain terms and conditions of the employment f employees covered by this MOU. It is anticipated that compliance with the Act may require changes in some of the County policies and practices currently in effect or agreed upon. If it is determined by the County that certain working conditions, including but not limited to work schedules, hours of work, method of computing overtime, overtime pay and compensatory time off entitlements or use, must be changed to conform with the Fair Labor Standards Act, such terms and conditions of employment shall not be controlled by this MOU but shall be subject to modification by the County to conform to the federal law, without further meeting and conferring. The County shall notify the Union (employee organizations) and will meet and confer with said organization regarding the implementation of such modifications.

## SECTION 52 – SAFETY IN THE WORKPLACE

The County shall expend every effort to see to it that the work performed under the terms and conditions of this MOU is performed with a maximum degree of safety consistent with the requirement to conduct efficient operations.

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

## SECTION 53- UNIT ITEMS

Specific working conditions for the various units represented by the Union are listed in Sections 53.1 through 53.5.

### 53.1 Agriculture - Animal Services Unit

### A. Department of Agriculture Personnel

1. As circumstances dictate, the Safety Committee for the Department of Agriculture will remain in effect and will continue to be constituted as follows: One (1) Agricultural Biologist, one (1) Weights & Measures Inspector and one (1) Pest Detection Specialist and appropriate management representatives.

2. Permanent employees in the classifications of Agricultural Biologist II, and Agricultural Biologist/Weights & Measures Inspector III who possess a valid license as a Deputy Agricultural Commissioner shall receive a salary differential of three and one-half percent (3 ½%) of base pay. Employees who have both the Deputy Agricultural Commissioner license and a Deputy Sealer of Weights and Measures license will only be eligible for one three and one-half percent (3 ½%) salary differential.

3. In recognition of the fact that they work full-time for a significant portion of each year, Permanent-Intermittent employees in the classes of Lead Pest Detection Specialist – Project (B9T1), Pest Detection Specialist-Project (B9W1) and Glassy-Winged Sharpshooter Specialist – Project (B9W3) shall be paid for eight (8) hours on any recognized County holiday that occurs in a month where they are in a pay status for eight (8) hours on each work day in that month. In those months in which the employees are continuously employed, both at the beginning and the end of the month, but are not in a pay status for eight (8) hours on each work day, they shall be paid a pro rata share of the eight (8) hours holiday pay based on the portion of the work hours in the month that they were in a pay status.

4. Permanent employees in the classification of Weights & Measures Inspector II, Weights & Measures Inspector III and Agricultural Biologist/Weights & Measures Inspector III who possess a valid license as a Deputy Sealer of Weights and Measures, shall receive a salary differential of three and one-half percent (3 ½%) of base pay. Employees who have both the Deputy Agricultural Commissioner license and a Deputy Sealer of Weights and Measures license will only be eligible for one three and one-half percent (3 ½%) salary differential.

5. Two (2) employees, as designated by the Department in the classification of Weights & Measures Inspector II or Agricultural Biologist/Weights & Measures Inspector III shall receive a two and one-half percent (2.5%) differential of base pay for operating specialized large capacity inspection equipment. A Class "A" California Driver's license with a Hazardous Materials Endorsement is required for this differential.

6. **Pest Surveillance Canine Inspection Program.**

   a. **Handler Compensation for Home Kenneling:** Canine Handlers in the Pest Surveillance Canine Inspection Team will be paid for daily canine core care of home kenneled canines at the rate of $8.06 per day per canine kenneled in the Handler's home. "Canine core care" is the general daily maintenance care of the canine, including providing water, feeding, maintenance level exercising, and providing a safe environment for the canine. Canine core care also includes basic maintenance of the home kennel such as cleaning and sanitizing.

This compensable off-duty canine core care for canine handlers that home kennel is estimated to be not more than 30 minutes per day.

The Canine Handler compensation will be suspended on a day by day basis during those times that the canine is not home kenneled with the Canine Handler due to the Canine Handlers' vacation, leave of absence or illness that involves the Department making alternative arrangements for the care of the canine. Under such circumstances, an alternative canine handler may home kennel and provide the daily canine core care of the other canine for the period of time that the other canine handler is unavailable. The Canine Handler accepting the additional responsibility will retain the $8.06 daily canine care compensation for their duties with the primary canine and will also receive the daily canine care compensation of $8.06 for the second canine that is under their care at a home kennel.

Canine Handlers will also be eligible for paid overtime for emergency off-duty canine care (which is over and beyond ordinary canine care), provided the Canine Handler reports such occurrence in writing to his or her supervisor as soon as possible, and no later than the first shift worked after the emergency occurrence.

Should the off-duty canine care compensation be increased for the canine officers in the Deputy Sheriff's Association, the Agricultural Pest Surveillance Canine Program will increase the off-duty canine care compensation by the same amount.

**b.** **Home Kennel Funding:** A home kennel must meet the specifications of the Department. The Department will provide funding for the home kennel, provided the Department has pre-approved the cost and design of said kennel.

**7.** The County will pursue new and increased California Department of Food and Agriculture grants to support transition of employees from permanent intermittent classifications to permanent classifications.

## B. Animal Services Personnel

1. Letters of commendation received by the Department shall be placed in the individual employee file.

2. Duffel Bag. The Animal Services Department agrees to provide all Animal Services Officers and Animal Services Sergeants with a duffel/ equipment bag for equipment. These bags will be the property of the Animal Services Department and labeled as such.

3. Uniforms. The uniform allowance for employees in the classification of Animal Services Officer and Animal Services Sergeant shall be $800.00 per year. Uniforms must be maintained at a standard acceptable to the department. If an increase in the uniform allowance is subsequently approved for Deputy Sheriffs,

Animal Services Officers and Animal Services Sergeants shall receive an increase equal to that received by Deputy Sheriffs.

4. The Animal Services Officers and Sergeants shall follow the dress code in Chapter 3 of the Officers Field Service Manual.

5. Raingear/Outerwear**.** The Animal Services Department agrees to provide Kennel staff with raingear as needed for working outside the shelter. Additionally, the County will reimburse Kennel Staff up to sixty dollars ($60.00) per year for the purchase of outerwear of a type approved by the Department.

6. The Animal Services Department agrees to reimburse Kennel Staff (Kennel Staff refers to employees who, on a daily basis, clean and maintain kennels, cat cages, corrals, stalls, and other animal holding cages) for the purchase of black or blue denim trousers up to two hundred dollars ($200.00) per employee per year (July 1 to June 30). The current classifications include Senior Animal Center Technician (BJTC), Animal Center Technician (BJWC), and Utility Workers (BJWE).

7. Dry-Fit Shirts. The Animal Services Department shall provide six (6) initial dry-fit shirts to be worn for work to current and any newly hired permanent, permanent-intermittent, and temporary Shelter staff employees in the classifications of Senior Animal Center Technician (BJTC), Animal Center Technician (BJWC), and Animal Services Utility Worker (BJWE). Replacement dry-fit shirts will be provided upon the approval of the Department.

8. Surgical Scrubs. The Animal Services Department shall provide permanent, permanent-intermittent, and temporary employees in the classification of Registered Veterinary Technicians (BKVA) who work in the Spay/Neuter Clinic or in Shelter Surgery with surgical scrubs. The Animal Services Department will provide current employees and any newly hired Registered Veterinary Technicians with six (6) initial scrub tops to be worn for work. Replacement scrub tops will be provided upon the approval of the Department. In addition, the Department will reimburse these employees up to two hundred dollars ($200) per year (July 1 to June 30) for the purchase of scrub pants and/or denim jeans. Reimbursement will require the employee to provide proof of purchase to the Department. The employee is responsible for cleaning and maintenance of the garments.

9. Departmental Fee Reimbursement. Once during the term of this MOU, each employee in the Animal Services Department may be reimbursed for departmental license and adoption fees incurred by the employee in an amount not to exceed the amount charged by the department for these fees. An employee adopting an animal under this section shall be responsible for payment of all other normal and customary fees associated with that adoption.

10. The Safety Committee for the Department of Animal Services will remain in effect and will continue to be constituted as follows: One (1) Animal Services Officer and one (1) Animal Center Technician and one (1) Animal Services Sergeant and

one (1) Registered Veterinary Technician and appropriate management representatives. Committee meetings will be held at least once quarterly, provided that either the union or management may call meetings more frequently to discuss safety issues.

11. The Animal Services Department has instituted a one-half (½) hour lunch period for all employees in the classification of Animal Center Technician. Management will determine the time of the lunch period and the starting and quitting times for each employee. Crucial to the continuance of the one-half (½) hour lunch period will be the impact on service to the public.

12. The Animal Services Department will continue the current policy of allowing Animal Services Officers, Animal Services Sergeants and Kennel staff, and Registered Veterinary Technicians to sign up for shifts on the basis of seniority.

13. The Animal Services Department intends to continue the current 4/10 work schedule for the duration of this MOU. Both the County and the Union understand that continuation of the 4/10 work schedule during the term of this MOU is contingent on adequate funding and retention of sufficient non-probationary personnel to insure adequate service levels. The determination of adequate funding, staffing and service levels is the sole prerogative of the Department, except to the extent required by law to meet and confer on the impact of staffing levels. The County agrees to notify the Union and to meet and confer if the 4/10 schedule is to be terminated.

14. Animal Services Officers, Animal Services Sergeants, Kennel staff, and Registered Veterinary Technicians who are required to appear/testify in Court on their day off will receive a minimum of four (4) hours of overtime pay.

15. For employees in the Animal Services Department assigned to units or services on a shift operational cycle which includes Saturday or Sunday as designated by the appointing authority (rather than Monday through Friday, eight (8) hours per day, 4/10 or 9/80 schedule), holidays will be observed on the day on which the holiday falls even if it is a Saturday or Sunday.

16. Animal Services Officers and Animal Services Sergeants Participating in Search Warrants. The Department will compensate individual Animal Services Officers and Animal Services Sergeants in the amount of one hundred dollars ($100.00) per incident for time spent in assisting police agencies in the serving of search warrants. Only employees involved in actual entry team activities shall be so compensated. The Department continues to retain the sole right to select and assign Animal Services Officers and Animal Services Sergeants to such search warrant duty.

No provision of this section or its application shall be subject to the grievance procedure.

17. Life Insurance. Effective January 1, 1997, $45,000 Group Term Life Insurance will be provided for Animal Services Officers and Animal Services Sergeants. Premiums for this insurance will be paid by the County with conditions of eligibility to be reviewed annually.

18. The County agrees that if there are amendments to State law during the term of this agreement that allow employees in the Animal Services Officer series to be eligible for safety retirement, and such amendments are adopted by Resolution of the Contra Costa County Board of Supervisors, the County will meet and confer on this issue.

19. Kennel Staff Facial Hair. Kennel Staff are allowed to have neatly trimmed and groomed Facial Hair as follows:

    Moustache
    Moustache and Goatee
    Goatee

**53.2 Building Trades Unit.**

A. The County shall continue to supply employees in the Building Trades Unit with specific tools which shall be maintained and secured on County premises. No tools other than those supplied by the County may be used except upon prior authorization of the County.

B. The County shall pay each employee in the Building Trades Unit a reimbursement of twenty-five dollars ($25.00) per month, such to defray the cost of supplying and cleaning clothing worn in the performance of regular duties.

C. Detention Facility Assignment Pay. The Detention Facility Assignment Pay is calculated at five percent (5%) of the employee's base rate of pay. Permanent full-time and part-time, and permanent intermittent employees will be paid detention facility assignment pay if the employee's position is assigned to one of the following facilities:

| Org.# | Facility Name |
|---|---|
| 2580 | West County Detention |
| 2578 | Martinez Detention |
| 2585 | Marsh Creek Detention |
| 3120 | Juvenile Hall |
| 3160 | Byron Boys Center |
| 5700 | Martinez Detention Infirmary |
| 5701 | West County Detention Infirmary |
| 5702 | Juvenile Hall Nursing |
| 5710 | Detention Mental Health Martinez |
| 5711 | Detention Mental Health West County |

Employees eligible for this Detention Facility Assignment Pay are not eligible to receive Hazard Pay under Section 44 of this M.O.U.

D. The County will provide reimbursement, up to fifty dollars ($50.00) per calendar year to Painters and Steamfitters for special blood tests, the purpose of which is to detect lead or other heavy metals. A statement from the Physician must be submitted with the receipt.

E. Employees in the unit who work four (4) or more hours of overtime after midnight on a regularly scheduled work day may request and shall be granted the use of vacation, holiday or compensatory time for all or part of that day.

F. Voluntary Reassignment (Bidding) Procedure**.** The below listed procedure will apply to the entire Building Trades Unit for satellite locations.

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

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

2. Vacancy Notices Posted/Bidding While on Leave. Vacant position notices will be posted, in writing, for thirty (30) calendar days. Employees interested in a particular assignment and wishing to be notified of an open position while on vacation, sick leave or leave of absence (not scheduled day off) may leave a written notice or a self-addressed, stamped envelope with the supervisor of the position they are interested in.

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

4. Who May Request Reassignment. Employees on leaves of absence are eligible to request reassignment if they are able to begin work when the assignment begins.

5. Who may not request reassignment. Employees on leaves of absence who are unable to return to work when the assignment begins are not eligible to request reassignment.

6. Employee Selection. The Department will select the most senior employee who bids on a position.

7. No Old Job Claim. The selected employee shall have no claim on the

job(s) he or she left. If a decision is made by the employee to seek immediate reassignment, the employee may only be placed in another vacant position in accordance with this policy.

8. Probationary and New Assignment Bidding. Employees who are on probation or who have been in a new work assignment for less than three (3) months, may bid for a vacant position which is open. The bid will be considered if, when bidding is closed, there are less than three (3) employees who are not on probation or in new assignments who have bid for the position. Bids from employees on probation or in new assignments will be in addition to any names referred to the department through the certification process described in Section 22.4-f above. Probation Counselors who have completed three (3) months of their one (1) year probation may bid the same as all other permanent employees.

9. When a vacancy occurs in the Traffic Signal Shop and an Electrician fills this vacant position, the Department is not obligated to allow another Electrician to bid out of the Traffic Signal Shop until the Department is satisfied that the new Electrician in the Traffic Signal Shop is fully trained.

H. Involuntary Reassignment Procedure. The below listed procedure will apply to the entire Building Trades Unit for satellite locations.

Department management, at its sole discretion, may determine from time to time that involuntary reassignments of staff are required. Involuntary reassignments are the reassignments of permanent employees in their existing classification to a new worksite, shift, or program area. Such decisions may result from inability to fill a vacancy through the voluntary reassignment procedure or from a determination that excess staff are allocated to a certain site, shift, or program. When such decisions are made and the reassignments are permanent, the below listed procedure shall apply.

For temporary reassignments of eight (8) weeks or less, the supervisor must decide if the employee who is temporarily reassigned must start each work day at the temporary reassignment location or at his/her permanent assignment location. The supervisor must advise the employee before the start date of the temporary reassignment.

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

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

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

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

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

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

In no event shall reassignments be utilized for disciplinary purposes.

The Department may assign newly hired Building Trades employees to multiple satellite work assignments at the Department's sole discretion throughout the employee's initial probationary period.

**53.3 Community Services Bureau Unit.**

It is understood for this Unit that all terms and conditions of the MOU shall apply except (1) those sections which pertain to the Merit System, (2) those limited in Attachment C, as modified below, and (3) entitled Sections in the MOU modified below:

A. Salaries. Because employees in the Community Services Bureau (CSB) 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.

Wages

1. 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%).

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

3. 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.

Lump Sum Ratification Payment

1. Permanent Employees. Permanent full-time employees, including project employees, who meet all of the following criteria, will be paid a lump sum ratification payment 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.

The eligible classifications are as follows:

- Master Teacher -Project
- Teacher - Project
- Associate Teacher - Project
- Infant Toddler – Master Teacher - Project
- Infant Toddler – Teacher - Project
- Infant Toddler – Associate Teacher - Project
- Intermediate Clerk - Project
- Senior Clerk – Project
- Child Nutrition Worker I - Project
- Child Nutrition Worker II - Project
- Child Nutrition Worker III - Project
- Child Nutrition Food Service Transporter - Project
- Early Childhood Home Educator - Project

B. Separation Through Layoff. All current MOU provisions regarding seniority and layoff shall apply to employees of the Community Services Bureau Unit with the following modifications which are implemented to recognize that some positions in the Bureau are not funded on a year-round basis and that annual work cycles of positions in the same class may vary:

1. Specific positions otherwise denoted “full time” may be assigned a work cycle which is less than a full twelve-month year.

2. Positions in the same class may be filled on both a year-round (12-month) and less than year-round basis. Some employees will be subject to periods of layoff in accordance with the following provisions:

   a. Employees will be notified at the time of initial employment or promotion into the class as to the duration of the work year for the position being filled

   b. Laid off employees are provided with an assurance of return to work at the beginning of the next work cycle if the position is still funded.

   c. In situations where employees return to work together at the beginning of varying length work cycles, employees will be provided the opportunity to select assignment to the longer work cycle on the basis of seniority in class. This provision shall not apply to work cycles which begin at different times.

C. Promotion. Promotional opportunities shall be available within the Unit to members with the understanding that due to their Project status, the employees may not participate in Merit System promotional examinations.

Notwithstanding this limitation, the Community Services Bureau (CSB) may request that the Director of Human Resources announce open examinations on a restricted basis, such as “Open Only to Employees of the Community Services Bureau” for the purpose of targeting qualified applicants.

When an examination is restricted to the CSB employees who have qualified and who have earned a score of seventy percent (70%) or more shall receive five one-hundredths (.05) of one percent for each completed month of service as a permanent employee in CSB continuously preceding the final date for filing for the examination. The credits shall be included in the final percentage score from which the rank on the list is determined. No employee however, shall receive more than a total of five (5.0) points for seniority in any such examination. Employees are in no way restricted from applying to compete in any examination announced by the County on an “open only” or “open and promotional” basis.

D. Disciplinary Action. Employees of CSB shall be subject to all provisions of MOU Section 24 - Dismissal, Suspension, Temporary Reduction in Pay and Demotion,

except that those references to the Merit System in 24.1 (C) and (K) are changed to read "County Service" and "County Ordinance or Resolution" respectively; and the reference to the Merit Board in 24.5 and 24.6 (C) shall be deleted.

E. Grievance Procedures. Employees of CSB shall be subject to all provisions of MOU Section 25 - Grievance Procedure, except that if an appeal is made to the Merit Board on the basis of alleged discrimination, such appeal may not also be subject to the grievance procedure.

F. Reassignment and Bid Procedures. With respect to reassignment of work location, provisions of MOU Section 22.3 – Reassignment of Work Location, shall apply and are amplified as follows:

1. The Community Services Bureau agrees to post all vacancies for at least five (5) days to allow for reassignment applications.

2. In considering any request for reassignment of the Bureau's staff, the Community Services Bureau will fill the initial vacancy with the most senior employee requesting the reassignment. Any subsequent vacancies which are created through filling the initial vacancy will be filled based on requirements of the Community Services Bureau.

3. Once annually, in May or June the Bureau and Local One will conduct an open bid meeting wherein all employees may bid for vacant positions on the basis of seniority. Prior to posting the bids, the Bureau will meet with the Union to advise them of any positions requiring specific criteria necessary to comply with Head Start or State Licensing requirements. The Community Services Bureau will identify these criteria when posting these positions for bidding. An employee bidding for these positions must meet any site specific criteria. The hours of work shall be posted for each position at the bid meeting. The division may change the posted hours of work after the bid meeting and before the assignment begins by no more than 30 minutes if a change in hours is necessary to accommodate the children enrolled at the site. If it does, the Bureau will notify the affected employee and Local #1 as soon as it determines that it must change the hours. The Bureau shall tell employees at the bid meeting the position to which they have been assigned pursuant to the bid meeting and shall confirm that notice in writing within two (2) weeks of the bid meeting. Additional vacant positions that are created through the bid procedure will also be filled by seniority as provided in this section. If all vacancies are not filled through the annual bidding process, the Community Services Bureau will fill the positions based on the Bureau's requirements.

   In addition, the following bidding restrictions shall apply:

   (a) An employee appointed to a position during the annual bid meeting may transfer no more than one time during the program year.

(b) An employee who chooses not to bid during the annual bid meeting may transfer once during the program year.

(c) Probationary employees are not eligible to bid on a position.

4. The Community Services Bureau reserves the right to reassign an employee during the Program year should the employee be the subject of an investigation involving the welfare of the children under the employee's care.

**53.4 Investigative Unit.**

The deep class resolution for Collection Services Officer shall remain in effect for the duration of this MOU unless modified by mutual agreement.

**53.5 Library Unit.**

A. Section 12 of this MOU regarding holidays is modified for all employees in the classifications of this unit to delete the day after Thanksgiving as a holiday and to add the Day before Christmas as a holiday. The libraries will close at 6:00 p.m. on the day before Thanksgiving.

B. The Libraries will close at 5:00 p.m. on New Year's Eve. Employees shall rearrange their work schedules so that they work a full eight (8) hour shift.

C. It is the position of the Library Department that employees in classes represented in the Library Unit are on their own time during their lunch period and are not subject to be called back to work during their lunch period.

D. The Library agrees to continue to explore maximizing two days off in a row for library personnel covered by this MOU.

E. Evening Shift Differential. Permanent full-time, part-time, permanent intermittent, and temporary employees in the Library Unit will receive a shift differential of a five percent (5%) of the employee's base hourly rate of pay for those hours worked between 6:00 p.m. and 9:00 p.m.

F. Weekend Shift Differentials.

1. Permanent full-time, part-time, permanent intermittent, and temporary employees in the Library Unit will receive a shift differential of five percent (5%) of the employee's base hourly rate of pay for all hours worked on a Saturday. Said five percent (5%) differential shall not apply to any overtime hours worked on Saturday.

2. Permanent full-time, part-time, permanent intermittent, and temporary employees in the Library Unit will receive a shift differential of seven and

one-half percent (7.5%) of the employee's base hourly rate of pay for all hours worked on a Sunday.

G. In the event that Sunday is to become part of the scheduled work week for Library Unit employees, the County agrees to meet and confer with the Union regarding those employees who will be assigned to work Sunday as part of their regularly scheduled work week.

H. The County Library Reassignment Policy shall be as follows:

Definition. A reassignment is the voluntary or involuntary transfer or movement of an employee from one work site to another in the same classification.

Reassignment Criteria. Reassignments are made to facilitate the Library System's service function and efficiency. Library Administration shall make reassignments based on the needs of the branch/system in relation to public service and will consider the following employee factors as they relate to these needs: the employee's job performance and development, the employee's subject/age specialization, the employee's seniority in the classification within the department, the distance between the work site and the employee's residence, and the assignment preferences of the employee as obtained by the procedures outlined below.

When circumstances other than seniority appear to Administration to equally or nearly equally meet the system service needs, then seniority shall govern.

In accordance with the above criteria, the Administration shall consider all internal requests for reassignment before making an appointment from any eligibility list and in no event shall reassignments be utilized for disciplinary purposes or be arbitrary. The Library shall notify Local #1 in writing when the employee selected is not the most senior employee and the reasons for such selection along with a list of those employees not selected.

In the event a grievance is filed regarding such request, the grievance shall be considered timely filed provided it is submitted within thirty (30) calendar days from the date of the Library's notification.

Procedures for Reassignment. Any employee may submit a request for reassignment to Administration at any time. Such requests will be kept on file for the current fiscal year.

Announcement of vacancies from resignations or promotions shall be distributed to all geographic work sites for a posting period of five work days. The announcement shall include: (1) Classification and total hours of position; (2) Work site; (3) Age-level assignments. During the posting period, the vacancy shall not be filled.

Before any decisions necessitating involuntary reassignments are made, Administration will solicit information from employees involved regarding their

career development, goals, assignment preferences and their view of branch needs. This information will generally be obtained through employee conferences with Deputy County Librarian or Assistant County Librarian.

Whenever feasible, an employee who is reassigned will be given two (2) weeks notice.

Any employee who has been reassigned or any employee who has requested a vacancy and is not reassigned to that position, may request to meet with Administration to discuss the reasons for the decision, or may request the reasons be provided in writing.

I. Detention Facility Assignment Pay. The Detention Facility Assignment Pay is calculated at five percent (5%) of the employee's base rate of pay. Permanent full-time and part-time employees, and permanent intermittent employees in the Local One Library Unit who are assigned to the Library Inmate Unit (Org. 2490) will be paid the detention facility assignment pay if the employee's position is assigned to work in one of the following facilities:

| Org.# | Facility Name |
|---|---|
| 2580 | West County Detention |
| 2578 | Martinez Detention |
| 2585 | Marsh Creek Detention |

Employees eligible for this Detention Facility Assignment Pay are not eligible to receive Hazard Pay under Section 44 of this M.O.U.

J. The Library Practice Advisory Committee shall continue for the duration of this MOU.

K. The Library Department shall make every effort consistent with efficient operations to provide that no employee shall be scheduled to work more than two (2) after 6:00 p.m. shifts in a calendar week, unless that employee specifically requests that shift for a specified period of time.

Thirty-two (32) and twenty (20) hour employees will maintain a four (4) day work week unless employees specifically agree to a variant days-off schedule. Choice of shift assignments at a work site shall be determined by County seniority in class.

However, employees who mutually agree to trade shift assignments at a given work site may request to do so, on a permanent basis, depending on their mutual agreement.

L. Thirty-two (32) hour employees who voluntarily reduced their hours to reduce the impact of layoff shall be treated as forty (40) hour employee's for purposes of a future layoff pursuant to Section 11.4 of this MOU.

M. Permanent full-time, permanent part-time staff, and permanent-intermittent staff represented by the Library Unit of Local One shall be eligible for reimbursement of up to fifty dollars ($50.00) per fiscal year for membership in either the American Library Association or the California Library Association. Reimbursement will occur through the regular demand process with demands being accompanied by proof of payment (copy of invoice or canceled check).

N. When there are promotional or open and promotional exams for positions within the Library, the Library will provide training for staff members who meet the qualifications for the position in order to assist staff to prepare for the exam.

O. The County shall continue to provide to the Union a copy of any layoff or recall list(s) for all affected employees in the unit. Furthermore, it is agreed that the County shall continue to recall for all assignments, whether permanent, short-term or provisional, employees who have been reduced in time, demoted or reassigned to Permanent-Intermittent in strict seniority order.

In addition, the County will keep a written record of all offers of employment and assignments to affected employees and to make such information available to the Union upon request. Qualified eligible permanent employees will be considered for acting or provisional appointments before filling vacancies with temporary employees.

P. The Library will request that vacant, funded permanent positions be filled following the adoption of the annual budget.

Q. Employees in the classification of Library Assistant who are regularly assigned “in Charge” at the Outlets shall be classified Library Assistant-Advanced Level.

R. <u>The following applies to all Permanent-Intermittent employees.</u>

Permanent-Intermittent employees will be notified before being employed that they must agree to be available to work at least 320 hours per year, and must be available to work no less than twelve (12) Sundays per year.

The annual tracking of hours and Sundays shall be on a calendar year basis. If a Permanent Intermittent employee is hired after January 1, the requirements for available Sundays, and hours worked, will be prorated as of the hire date, unless the period remaining in the year is less than one month, in which case the period for administering the P.I. tracking hours agreement shall begin the first of the upcoming year.

Permanent Intermittent employees shall be entitled to designate specific geographic availability at no fewer than six sites.

All substitute job hours shall be in the automated online program for reviewing, accepting, and canceling shifts. All Permanent Intermittent employees accessing the automated program must be registered and must provide a valid phone number. Permanent Intermittent employees may not cancel jobs except if the job

is greater than fourteen (14) days out or if the employee makes a legitimate sick leave claim.

The P.I. employee shall be entitled to designate specific days not to exceed 45 days when he/she is not available for assignments. Not withstanding the above, P.I. employees are entitled to Leave provisions of the MOU.

On a quarterly basis, the Library Department shall provide a report to Local One which shows Permanent Intermittent total hours worked, and the number of Sundays worked.

An employee may request a waiver of hours and weekend criteria by submitting a request for an exemption in writing to the Administrative Services Officer: Human Resources for the Library Department who shall give full and fair consideration to the request. A written decision shall be forwarded to the employee within 30 days. If the request is denied, the employee may appeal to the County Librarian. If denied at that level the employee may appeal to the Director of Human Resources, whose decision shall be final.

The Library Department will make training available to all new and current Permanent Intermittent employees. Staff will be paid for training time and such hours shall count as hours worked.

**Date:** 1/17/17

| **Contra Costa County:** *(Signature / Printed Name)* | **PEU, Local One:** *(Signature / Printed Name)* |
|---|---|
| / BRUCE HOID | / Michael J. Davis |
| / BRIE LEWIS | / TRACEY WALKER |
| / | / DAVID HALLINAN |
| / | / Patrick Bowen |
| / | / SEAN RUSSELL |
| / | / |
| / | / |
| / | / |

PUBLIC EMPLOYEES UNION, LOCAL ONE

**ATTACHMENTS**

A. CLASS & SALARY LISTING BY UNIT

B. MEDICAL/DENTAL/LIFE INSURANCE

C. PROJECT EMPLOYEES

D. PI SPECIAL PAYS AND BENEFITS

E. TEMPORARY EMPLOYEES SPECIAL PAYS

F. CLASS B PHYSICAL EXAMINATIONS/PUBLIC WORKS

G. EXPANDED USE OF VOLUNTEERS/LIBRARY

H. GENERAL SERVICES HEALTH & SAFETY ISSUES

I. PER DIEM SPECIAL PAYS

J. LIBRARY PRACTICES ADVISORY COMMITTEE (LPAC)

K. CONTRACTING FOR SERVICE FROM REHABILITATION PROGRAMS

L. BUILDING TRADES ROTATION

M. RETURN TO WORK POLICY

PEU, LOCAL #1

**ATTACHMENT A**

CLASS AND SALARY LISTING

Effective 1/1/2017

AGRICULTURE AND ANIMAL CONTROL UNIT

| | | | Salary Range | |
|---|---|---|---|---|
| Job Code | Class Title | Flex Staff (F) / Deep Class (D) | Min | Max |
| B9N1 | PEST DETECTION PROG ASST - PRJ | | $3,880.49 | $3,880.49 |
| B9T1 | LEAD PEST DETECTION SPEC - PRJ | | $3,880.49 | $3,880.49 |
| B9W1 | PEST DETECTION SPEC -PROJECT | | $3,528.62 | $3,528.62 |
| B9W3 | GLASSY WING SHARPSHTR SPEC-PRJ | | $3,528.62 | $3,528.62 |
| B9WB | AGRI AND STANDARDS AIDE | | $3,002.71 | $3,649.81 |
| BA7A | AGRICULTURAL BIOLOGIST TRAINEE | F | $3,227.78 | $3,923.39 |
| BANA | AGRICULTURAL BIOL/W&M INSP III | F | $5,709.39 | $6,939.80 |
| BATB | AGRICULTURAL BIOLOGIST III | | $5,709.39 | $6,939.80 |
| BAVA | AGRICULTURAL BIOLOGIST II | F | $4,863.26 | $5,911.33 |
| BAWA | AGRICULTURAL BIOLOGIST I | F | $4,497.36 | $5,466.56 |
| BJTC | SR ANIMAL CENTER TECHNICIAN | F | $4,192.05 | $5,095.46 |
| BJTD | ANIMAL SVCS SERGEANT | | $3,958.35 | $5,994.49 |
| BJWC | ANIMAL CENTER TECHNICIAN | F | $3,276.07 | $3,982.09 |
| BJWD | ANIMAL SVCS OFFICER | | $3,595.86 | $5,445.54 |
| BJWE | ANIMAL SVCS UTILITY WORKER | | $2,684.86 | $3,263.46 |
| BKRA | VETERINARY ASSISTANT | F | $3,348.22 | $4,069.79 |
| BKVA | REGISTERED VETERINARY TECHN | | $3,528.62 | $4,965.12 |
| BW7A | WEIGHTS/MEASURES INSPECTOR TRN | F | $3,093.24 | $3,759.85 |
| BWTB | WEIGHTS/MEASURES INSPECTOR III | | $5,709.39 | $6,939.80 |
| BWVA | WEIGHTS/MEASURES INSPECTOR II | F | $4,863.26 | $5,911.33 |
| BWWA | WEIGHTS/MEASURES INSPECTOR I | F | $4,497.36 | $5,466.56 |

PEU, LOCAL #1

**ATTACHMENT A**

CLASS AND SALARY LISTING

Effective 1/1/2017

BUILDING TRADES UNIT

| | | | Salary Range | |
|---|---|---|---|---|
| Job Code | Class Title | Deep Class (D) | Min | Max |
| GFTA | LEAD ELECTRICIAN | F | $6,721.11 | $7,410.03 |
| GFTB | LEAD PAINTER | F | $6,341.19 | $6,991.16 |
| GFTC | LEAD CARPENTER | F | $6,341.19 | $6,991.16 |
| GFTE | LEAD STEAMFITTER | F | $7,248.07 | $7,990.99 |
| GFVA | STEAMFITTER | F | $6,334.91 | $6,984.24 |
| GFWA | ELECTRICIAN | F | $5,874.35 | $6,476.47 |
| GFWB | CARPENTER | F | $5,525.86 | $6,092.26 |
| GFWE | PAINTER | F | $5,525.86 | $6,092.26 |
| GFWG | ROOFER | | $5,743.41 | $6,332.11 |

PEU, LOCAL #1

**ATTACHMENT A**

CLASS AND SALARY LISTING

Effective 1/1/2017

FAMILY AND CHILDREN SERVICES

| | | | Salary Range | |
|---|---|---|---|---|
| Job Code | Class Title | Flex Staff (F) / Deep Class (D) | Min | Max |
| 98G1 | CHILD NUTRT WORKER II-PROJECT | | $2,252.01 | $2,737.33 |
| 98G2 | CHILD NUTRT WORKR III-PROJECT | | $2,432.83 | $2,957.12 |
| 98V1 | CHILD NUTRT FOOD SVC ASST-PRJ | | $1,852.92 | $2,252.25 |
| 98W1 | CHILD NUTRT WORKER I-PROJECT | | $1,820.00 | $2,212.22 |
| 98W2 | CHILD NUTRT FD SVC TRNS-PRJ | | $1,946.96 | $2,366.55 |
| 98W3 | CHILD NUTRI WORKR I-PRJ SUB | | $1,820.00 | $2,212.22 |
| 99J3 | INTERMEDIATE CLERK-PRJ | F | $3,073.21 | $3,735.51 |
| 9JV7 | COMMUNITY SVCS ACCT ASST-PROJ | | $3,329.84 | $4,047.45 |
| 9KT7 | SENIOR CLERK-PROJECT | F | $3,540.66 | $4,303.70 |
| 9KV8 | COMMUNITY SVCS BLDG SVC WRKR-P | | $2,181.77 | $2,651.96 |
| 9MW4 | EARLY CHILDHOOD EDUCATOR-PRJ | | $3,067.13 | $3,728.13 |
| CJK1 | TEACHER ASST TRAINEE-PROJECT | | $1,820.00 | $2,006.55 |
| CJN1 | TEACHER-PROJECT | | $3,067.13 | $3,728.13 |
| CJN2 | INFANT TODDLER TEACHER-PROJECT | | $3,067.13 | $3,728.13 |
| CJN3 | TEACHER-PRJ SUBSTITUTE | | $3,067.13 | $3,728.13 |
| CJT1 | MASTER TEACHER-PROJECT | | $3,258.10 | $3,960.23 |
| CJT2 | INF/TOD MASTER TEACHER-PRJ | | $3,258.10 | $3,960.23 |
| CJW1 | ASSOCIATE TEACHER-PROJECT | | $2,276.67 | $2,767.31 |
| CJW2 | INFANT TODDLER ASSOC TCHER-PRJ | | $2,276.67 | $2,767.31 |
| CJW3 | ASSOCIATE TEACHER-PRJ-SUB | | $2,254.25 | $2,740.05 |
| CJW4 | ASSISTANT TEACHER-PROJECT | | $1,844.80 | $2,242.36 |

PEU, LOCAL #1

**ATTACHMENT A**

CLASS AND SALARY LISTING

Effective 1/1/2017

INVESTIGATIVE UNIT

| | | | Salary Range | |
|---|---|---|---|---|
| Job Code | Class Title | Flex Staff (F) / Deep Class (D) | Min | Max |
| 26SB | PUBLIC DEFENDER LIAISON AIDE | | $2,884.47 | $3,506.08 |
| 26SC | PUBLIC DEFENDER CLIENT SVC SPC | | $5,271.58 | $6,407.64 |
| 2Y7A | PARALEGAL | | $3,718.73 | $4,520.15 |
| 65SA | VICT/WIT ASSISTANCE PROG SPEC | | $3,800.63 | $4,619.69 |
| 6K7C | DA CASE PREPARATION ASSISTANT | | $3,876.64 | $4,712.09 |
| S5VA | TAX COMPLIANCE OFC-ADVANCED | F | $4,233.77 | $5,146.17 |
| S5WB | TAX COMPLIANCE OFFICER | F | $3,811.93 | $4,633.43 |
| SMTA | CHILD SPPRT SPECIALIST III | F, D Res # 02/765 | $4,488.46 | $5,455.75 |
| SMVB | CHILD SPPRT SPECIALIST II | F, D Res # 02/765 | $4,045.26 | $4,917.03 |
| SMVD | COLLECTION ENFORCEMENT OF II | F | $4,250.57 | $5,166.59 |
| SMWF | CHILD SPPRT SPECIALIST I | F, D Res # 02/765 | $3,528.62 | $4,289.06 |
| SMWJ | COLLECTION ENFORCEMENT OF I | F | 3,240.59 | 3,938.96 |

PEU, LOCAL #1

**ATTACHMENT A**

CLASS AND SALARY LISTING

Effective 1/1/2017

LIBRARY UNIT

| | | | Salary Range | |
|---|---|---|---|---|
| Job Code | Class Title | Flex Staff (F) / Deep Class (D) | Min | Max |
| 3AKA | LIBRARIAN TRAINEE | F | $4,175.48 | $4,175.48 |
| 3AV3 | LIBRARY LITERACY SPEC-PRJ | | $4,397.76 | $5,616.12 |
| 3AVA | LIBRARY SPECIALIST | | $5,041.66 | $6,438.40 |
| 3AVB | LIBRARY LITERACY SPECIALIST | | $3,379.48 | $4,315.73 |
| 3AWA | LIBRARIAN | F | $4,397.76 | $5,616.12 |
| 3KT4 | LIBRARY ASST-ADVANCED LEVEL-PJ | F | $3,955.68 | $5,051.56 |
| 3KTB | LIBRARY ASST-ADVANCED LEVEL | F, D Res # 95/336 | $3,955.68 | $5,051.56 |
| 3KTC | SR LIBRARY LITERACY ASSISTANT | | $4,397.76 | $5,616.12 |
| 3KVB | LIBRARY ASST-JOURNEY LEVEL | F, D Res # 95/336 | $3,232.20 | $4,127.66 |
| 3KVC | LIBRARY LITERACY ASSISTANT | | $3,232.20 | $4,127.66 |

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

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

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

## PROJECT EMPLOYEES

Contra Costa County Employees Association Local No. 1 and the County have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for employees in project classes which except for the project designation would be represented by Local No. 1. For example, Accountant II is represented by Local No. 1 therefore it has been agreed that Accountant II-Project will also be represented by Local No. 1.

Other Project classes that are not readily identifiable as properly included in bargaining units represented by Local No. 1 shall be assigned to bargaining units in accordance with the provisions of Board of Supervisors Resolution 81/1165 as set forth in Section 2.7 of this Memorandum of Understanding.

The Union and the County understand that the meet and confer process with respect to the conditions of employment for project classifications is unique and threfore differs from other regular classes represented by Local No. 1 in the following respects:

1. Project employees are not covered by the Merit System.

2. Project employees may be terminated at any time without regard to the provisions of this Memorandum of Understanding, and without right of appeal or hearing or recourse to the grievance procedure specified herein.

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

Special Pays for Permanent-Intermittent Employees

## All Units

| Type of Pay (Pay Code) | MOU Section |
|---|---|
| Jury Duty-Scheduled Work Day (JRY) | Sec. 18.1.H |
| Military Leave (MLX) | Sec. 17.4 |
| County Overtime (OPT) | Sec. 7.1.B |
| FLSA Overtime (OTF) | None |
| Longevity (L05) | Sec. 5 |
| Sick Leave Hours Taken (SCK, SCK-2BS, SCK-2FS, SCK-2RS, SCK-CAT, SCK-FML) | Sec. 43 |
| Vacation Hours Taken (VAC, VAC-1, VAC-FML) | Sec. 43 |
| Shift Differential Pay at 5% (SH2) | Sec. 10 |
| Negotiations Time Off (T03) | Sec. 4 |

## Unit Specific

1. **Agriculture- Animal Services Unit (Section 53.1)**

| Type of Pay (Pay Code) | MOU Section | Applicable Job Title(s) | Applicable Assigned Org (Org#) |
|---|---|---|---|
| Search Warrants (D58) | 53.1.B.16 | 1. Animal Services Officer(BJWD)<br>2. Animal Services Sergeants (BJTD) | |
| Canine Care (E09) | 53.1.A.6 | | |

**2. Building Trades Unit (Section 53.2)**

| Type of Pay (Pay Code) | MOU Section | Applicable Job Title(s) | Applicable Assigned Org (Org#) |
|---|---|---|---|
| Detention Facility Assignment Pay (HZ3) | 53.2.C | | 1. West County Detention (2580)<br>2. Martinez Detention (2578)<br>3. Marsh Creek Detention (2585)<br>4. Juvenile Hall (3120)<br>5. Byron Boys Center (3160)<br>6. Martinez Detention Infirmary (5700)<br>7. West County |

| | | | |
|---|---|---|---|
| | | | Detention Infirmary (5701)<br>8. Juvenile Hall Nursing (5702)<br>9. Detention Mental Health Martinez (5710)<br>10. Detention Mental Health West Co. (5711) |
| Hazard Pay (HZ2) | 44 | | 1. Conservatorship (0451)<br>2. Inmate Library Services (2490)<br>3. Detention Transportation (2575)<br>4. County Parole Program (2577)<br>5. Martinez Detention (2578)<br>6. West County Detention (2580)<br>7. Marsh Creek Detention (2585)<br>8. AB109 Program (2588)<br>9. Martinez Detention Infirmary (5700)<br>10. West County Detention Infirmary (5701)<br>11. Juvenile Hall Nursing (5702)<br>12. Detention Mental Health Martinez (5710)<br>13. Detention Mental Health West County (5711)<br>14. Youth Mental Health (5951)<br>15. West County Adult Mental Health (5974)<br>16. Psychiatric Unit (6313)<br>17. Psychiatric Emergency (6381)<br>18. Emergency (6383)<br>19. Hospital Admission Martinez (6553) |

| | | | |
|---|---|---|---|
| | | | 20. Outpatient Registration (6570) |

**3. Library Unit (Section 53.5)**

| Type of Pay (Pay Code) | MOU Section | Applicable Job Title(s) | Assigned Org (Org#) |
|---|---|---|---|
| Sunday Shift Differential 7.5% (SH3) | 53.5.F.2. | | |
| Saturday Shift Differential 5% (SH2) | 53.5.F.1. | | |
| Evening Shift Differential 5% (SH2) | 53.5.E | | |
| Detention Facility Assignment Pay (HZ3) | 53.5.I. | | Library Inmate Org (#2490) in the following facilities: Martinez Detention (2578); West County Detention (2580); Marsh Creek Detention (2585) |
| Hazard Pay (HZ2) | 44 | | 1. Conservatorship (0451)<br>2. Inmate Library Services (2490)<br>3. Detention Transportation (2575)<br>4. County Parole Program (2577)<br>5. Martinez Detention (2578)<br>6. West County Detention (2580)<br>7. Marsh Creek Detention (2585)<br>8. AB109 Program (2588)<br>9. Martinez Detention Infirmary (5700)<br>10. West County Detention Infirmary (5701)<br>11. Juvenile Hall Nursing (5702)<br>12. Detention Mental |

| | | | |
|---|---|---|---|
| | | | Health Martinez (5710)<br>13. Detention Mental Health West County (5711)<br>14. Youth Mental Health (5951)<br>15. West County Adult Mental Health (5974)<br>16. Psychiatric Unit (6313)<br>17. Psychiatric Emergency (6381)<br>18. Emergency (6383)<br>19. Hospital Admission Martinez (6553)<br>20. Outpatient Registration (6570) |

## Special Pays for Temporary Employees

**All Units**

| Type of Pay (Pay Code) | MOU Section |
|---|---|
| County Overtime (OPT) | Sec. 7.1.B |
| FLSA Overtime (OTF) | None |
| Paid Time Off (PTO, PTO-FML)) | Sec. 48.5 |
| Shift Differential Pay at 5% (SH2) | Sec. 10 |

**Unit Specific**

1. Building Trades Unit (Section 53.2)

| Type of Pay (Pay Code) | MOU Section | Applicable Job Title(s) | Applicable Assigned Org (Org#) |
|---|---|---|---|
| Call Back (N35) | 8 | Steamfitter (GFVA) | |
| Hazard Pay (HZ2) | 44 | | 1. Conservatorship (0451)<br>2. Inmate Library Services (2490)<br>3. Detention Transportation (2575)<br>4. County Parole Program (2577)<br>5. Martinez Detention (2578)<br>6. West County Detention (2580)<br>7. Marsh Creek Detention (2585)<br>8. AB109 Program (2588)<br>9. Martinez Detention Infirmary (5700)<br>10. West County Detention Infirmary (5701)<br>11. Juvenile Hall Nursing (5702)<br>12. Detention Mental Health Martinez (5710)<br>13. Detention Mental Health West County (5711)<br>14. Youth Mental Health (5951)<br>15. West County Adult Mental Health (5974)<br>16. Psychiatric Unit (6313)<br>17. Psychiatric Emergency |

| | | | |
|---|---|---|---|
| | | | (6381)<br>18. Emergency (6383)<br>19. Hospital Admission Martinez (6553)<br>20. Outpatient Registration (6570) |

2. Library Unit (Section 53.5)

| **Type of Pay (Pay Code)** | **MOU Section** | **Applicable Job Title(s)** | **Assigned Org (Org#)** |
|---|---|---|---|
| Sunday Shift Differential 7.5% (SH3) | 53.5.F.2. | | |
| Saturday Shift Differential 5% (SH2) | 53.5.F.1. | | |
| Evening Shift Differential 5% (SH2) | 53.5.E | | |
| Hazard Pay (HZ2) | 44 | | 1. Conservatorship (0451)<br>2. Inmate Library Services (2490)<br>3. Detention Transportation (2575)<br>4. County Parole Program (2577)<br>5. Martinez Detention (2578)<br>6. West County Detention (2580)<br>7. Marsh Creek Detention (2585)<br>8. AB109 Program (2588)<br>9. Martinez Detention Infirmary (5700)<br>10. West County Detention Infirmary (5701)<br>11. Juvenile Hall Nursing (5702)<br>12. Detention Mental Health Martinez (5710)<br>13. Detention Mental Health West County (5711)<br>14. Youth Mental Health (5951)<br>15. West County Adult |

| | | | |
|---|---|---|---|
| | | | Mental Health (5974)<br>16. Psychiatric Unit (6313)<br>17. Psychiatric Emergency (6381)<br>18. Emergency (6383)<br>19. Hospital Admission Martinez (6553)<br>20. Outpatient Registration (6570) |

**GENERAL SERVICES DEPARTMENT**
**1220 Morello Avenue, Suite 200**
**Martinez, California**
**Extension 3-7100**
**FAX 3-7108**

**DATE:** March 7, 2001

**TO:** Arlyn Erdman, Local 1 Business Agent

**FROM:** Karen Eckerson, Administrative Services Assistant III

**SUBJECT:** Implementation Agreement for Class B Physical Examinations

---

This is to confirm the understanding we have reached regarding payment by the General Services Department for physical examinations for employees who are required to have Class B driver's licenses.

- Employees, who must maintain a Class B driver's license for their positions, may have the physical examination required for the license performed at Occupational Health Services at the expense of the General Services Department. Employees who choose to have their own doctors perform the examination must pay for these services themselves.

- The General Services Department will allow employees to undergo required physical examinations during the workday at a time mutually agreed upon by the employee and supervisor.

- If the employee does not receive certification for the license at the first examination, the General Services Department will pay for a follow up examination, at Occupational Health Services, to obtain the certification. The employee will assume financial responsibility for any medical treatment required to obtain certification.

- The General Services Department will pay for claims for Class B driver's license physical examinations (that meet the criteria outlined above) submitted on an Expense Demand form, with receipt, up to six months retroactive from the first date of our discussion, December 14, 2000.

If this understanding reflects our agreement, as you understand it, please sign below to indicate your acceptance.

Arlyn Erdman

LETTER OF UNDERSTANDING
CONTRA COSTA COUNTY LIBRARY - PUBLIC EMPLOYEES UNION LOCAL 1
EXPANDED USE OF VOLUNTEERS

Ms. Sandra Falk, Representative
Public Employees Union Local 1 - Library Unit
5034 Blum Road
Martinez, CA 94553

Dear Ms. Falk:

During the recently concluded meet and confer sessions regarding the Contra Costa County Library proposal to Local 1 to expand the use of volunteers in the various branches of the County Library, the following understandings were achieved:

1. Two Branch Librarian positions currently designated as .8 FTE each will be changed to a 1.0 FTE each with .2 FTE of each being Absent Without Pay (AWOP) time. These positions will be filled permanently as soon as possible.

2. The Library will work with Local 1 to develop better communications internally and improved public relations externally.

3. Staffing at the Clayton Branch for Local 1 represented positions will be a total of 2.55 - 2.75 FTE's in the following configuration: .8 - 1.0 Branch Librarian, .5 Librarian, 1.25 Library Assistant. The .25 Library Assistant will be assigned .25 FTE at another location. The Branch Librarian may chose to work 32 hours per week in a 1.0 FTE position of which .2 FTE will be defined as AWOP; or work 32 hours one week and 40 hours the second week including working every other Saturday in a 1.0 FTE positions of which .1 FTE will be defined as AWOP; or work 40 hours per week including working every Saturday unless and until the allocation of this position is permanently changed.

4. Job descriptions for volunteers will be developed in consultation with Local 1 and a new identification badge for volunteers will be designed by the Library.

5. Public Employees Union, Local 1 has in the past recognized the value of the contributions of volunteers to enhancing Library programs. Further, both the County and the Union recognize that over 69,000 hours of volunteer time were contributed by dedicated volunteers to the Library during 1994.

In an effort to encourage the use of volunteers in a manner that is consistent with the delivery of professional services by trained paid staff, the County and the Union agree that effective June 1, 1995 the list of volunteer duties shown below will be implemented and remain in effect so long as there are no layoffs of Library staff unless caused by revenue decisions outside of the County's control. In the event that layoffs caused by events outside of the County's control do occur during the term of this Letter of Understanding the parties will meet and confer regarding the use of volunteers in the libraries.

6. Implementation of this list of volunteer duties will be discussed with the Union at the regular monthly Labor-Management meetings. During the term of this Letter of Understanding, the Policy Statement on Volunteer Programs contained in the Library's Volunteer Handbook will be maintained in effect. Job descriptions for volunteers will be developed in consultation with Local 1. The Library will design a new identification badge for volunteers.

7. The County and the Union recognize that full staffing of the libraries provides better service to communities and is a desirable goal. The parties therefore agree that a reasonable minimum staffing goal to work towards is the level of staffing of Local 1 represented positions in place as of January 1, 1993. The parties agree further to work towards the achievement of this staffing goal by July 1, 1997. The parties also agree that the achievement of this staffing goal depends on additional funding source(s) for the operation of the libraries and are committed to working together to secure such additional funding source(s). In the event that this goal cannot be reached by the target date of July 1, 1997, this Letter of Understanding may be extended by mutual agreement only.

If the foregoing is in conformance with your understanding, please indicate your approval and acceptance in the space provided below.

APPROVED AND ACCEPTED

| PUBLIC EMPLOYEES UNION LOCAL 1 | CONTRA COSTA COUNTY |
| --- | --- |
| Henry L. Clarke | Anne Mun Gold |
| Jaqueline F. Salmon | Richard Hayne |
| Date 5/22/95 | Date 5/22/95 |

# CONTRA COSTA COUNTY LIBRARY VOLUNTEER TASKS

## PUBLIC SERVICES
Supplemental services in circulation and information services

Make name tags for programs
Clear book drop
Assist with how to use Infotrac
Assist with using microfilm
Provide non-reference directional assistance
Assist patrons with information technology equipment; e.g.,CD-ROMs, OPACS, Selfcheck machines, copy machines, Internet, etc.
Assist in preparing library for opening
Answer phones
Assist with searching recall lists
Train "internet" docents
Train docents for certain selected CD ROM products, i.e., explain how they work, how to use the catalogue, etc. This however, is dependent upon first training staff
Train docents regarding "self check"
Provide supervision of students and youth.
Recycle newspapers and magazines

i:\abc\volpub.scr
May 19, 1995

CONTRA COSTA COUNTY LIBRARY VOLUNTEER TASKS

SUPPORT SERVICES
Supplemental services in shelving, mending, maintaining collections, etc.

Mend and clean books
Process pamphlets
Process college catalogs
Shelf read
Recycle newspapers/magazines
Make shelf labels on computer
Make photocopies
Clean equipment and tables
Clean graffiti
Pick up exterior trash
Post information on bulletin boards
Process and arrange phone books
Tattletape books and magazines
File stock reports
File job announcements
Maintain display/giveaways
Prepare analytics
Mark holding in indexes
Discard weeded books and periodicals
Look up holdings for gift books
Assist in processing and maintaining government documents
Create a data base for community clubs and organizations. This will involve the use of telephone, research and actually creating the data base for use of patrons
Create a data base for social services and referral services (see above)
Create a data base for Children's and youth activities (including teen organizations). This may include classes, clubs, sports activities, etc. (see above)
Minor repair projects such as: fixing book truck wheels, minor furniture improvement, dusting shelves, cleaning windows, removing graffiti-perhaps mural painting involving local youth, recycling library items (papers, etc.)
Create 3 X 5 card book reviews to be posted on shelves throughout the library
Produce lists on computer, exclusive of CLSI
Assist with creating bulletin board or display projects under supervision
Make labels for pamphlets and file folders
Prepare analytics when assigned by librarian
File pamphlets
Process uncataloged paperbacks for circulation
Color code picture books and special collections
Search shelves for overdue materials

# CONTRA COSTA COUNTY LIBRARY VOLUNTEER TASKS

## SUPPORT SERVICES

Supplemental services in shelving, mending, maintaining collections, etc.

Assist with inventory of collection
Stuff envelopes for mailings
Clip marked newspapers for information file
Clip and photocopy book order information
Insert security strips in books
Design and arrange bulletin board displays
Design Flyers, story hour name tags, etc.
Create and process picture files
Arrange floral displays, take care of plants
Coordinate exhibits and displays
Clean phonorecords
Check audio visual materials including records, cassettes, CD's and videos for damages
Perform special housekeeping and gardening tasks
Clean and tape book covers
Do simple mending and repair of books, such as erasing pencil marks, repairing book pockets
Assist with shelf-reading (keeping books in proper order on shelves)
Keep magazines and newspapers in proper order
Assist with shifting or relocating the collection, or sections of it
Prepare analytics for plays in collections, biography collections, short stories, etc.
Check the library holdings of materials indexed in Granger's Index to Poetry, Short Story Index, Play Index, etc.
Update community resource file
Assist with the collection and organization of local history file
Prepare index to collections of popular songbooks

# CONTRA COSTA COUNTY LIBRARY VOLUNTEER TASKS

## PROGRAM SERVICES

Supplemental services in story hours, homework help and other programs

Help with children's programs
Assist with local history file
Distribute flyers to schools
Provide Homework Help assistance
Provide Grandparents & Books Programs
Select and deliver books to day care,convalescent hospitals, shut ins
Set up displays and books bins
Take photos at library events
Assist with surveys
Produce flannel boards
When there is sufficient, designated staff, develop "bookleggers program" similar to that in Alameda County. This requires intensive training and so is dependent upon sufficient, designated staff being available
Develop a program of outreach to preschools;-stories, visits, delivery and pick up of books
Develop a program of outreach to senior centers and or convalescent homes (see above). Utilize large print books and bifolkal kits
Develop serious fundraising projects; books sales, endowments, etc.
Have volunteers create and staff "cappuchino/espresso bars" at appropriate locations
Create and develop an "Adult-Book Discussion Group"
Create and develop a "Teen-Book Discussion Group"
Create a volunteer newsletter-either for use at individual branches or systemwide (incorporate some of the books reviews, news, volunteer projects, etc.)
Teen peer tutoring program
Liaison with schools
Work with local schools regarding reading program (similar to LAST)
Work to secure grants, especially NEA, and arts projects
Develop "junior assistants"
Based upon professional Librarian "Wish List" seek community funds and/or create fundraisers to support
Help professional staff to develop better P.R. in the community (speakers bureau regarding resources offered, etc.)
Work with professional staff to develop community forums or speaking engagements; i.e., sponsoring monthly speakers from the community on various projects, etc.
Under supervision of Youth Services Librarian, help with children's programs
Assist with room arrangement and program hospitality
Develop program idea file
Assist with open house and library tours
Serve as projectionist at film programs
Assist with distribution of flyers and posters in the community
Deliver and return books for convalescent hospitals and shut-ins

i:\a\sc\volpro.ser
May 19, 1995

VOLUNTEER TASK AND PROGRAM DEVELOPMENT

| | | | |
|---|---|---|---|
| 1. | Develop a program of outreach to preschools<br>Liaison with schools<br>Work with schools regarding reading program (similar to LAST) | 1. | Develop a program of outreach to preschools: stories, visits, delivery and pick up of books.<br><br>Volunteers would be trained under the supervision of a Youth Services Librarian or Librarian (similar to the training currently provided to volunteers in the Grandparents and Books program) to select appropriate material and to provide storytimes. Volunteers would then be matched with each day care and preschool in the community. They would set up a regular schedule for visiting the day care or preschool to deliver and pick up material and to provide programs. |
| 2. | When ..sufficient staff, develop "booklegger" program | 2. | Develop a program of outreach to schools: storytimes, booktalks, delivery and pick up of books.<br><br>Volunteers would be trained under the supervision of a Youth Services Librarian or Librarian to select appropriate material and to provide age-appropriate presentations of the material. A volunteer would be matched with each classroom in the schools and would be the liaison with that classroom. The volunteer would set up a regular schedule for visiting the classroom to deliver and pick up material and to provide programs. |
| 3. | Under supervision of youth services librarian, help with children's programs<br>Provide supervision of students and youth,<br>Develop "junior assistants"<br>Teen peer tutoring programs | 3. | Assist students and youth in the library: This program would have a number of components, including the following:<br><br>•Assist Youth Services Librarian or Librarian with class visits. As an example, if everyone in the class is working on the same topic, such as state reports, science projects, etc., have copies of pathfinders available and provide assistance in locating material.<br><br>•Assist Youth Services Librarian or Librarian with children's programs in the library<br><br>•Provide supervision of students and youth, including referring students to staff at desk.<br><br>•Grandparents and Books program<br><br>•Homework Help Center<br><br>•"Junior Assistants" -teen and youth volunteers would be trained to provide some of the above assistance as well as special projects such as assisting with the summer reading program, assisting in the children's |

| | | | |
|---|---|---|---|
| | | | •Develop a program where both staff and volunteers provide storytimes that are taped for broadcast over CCTV. |
| 4. | Assist staff with routine public informational transactions<br>Present library tours | 4. | •Assist with tours of the library. As an example, volunteers could help develop a "treasure hunt" that could provide instruction in the use of the library. Clues would be given which would lead library patrons through various sources<br><br>•Develop a program to train docents to provide training for the public for CD-ROM products, OPAC, Internet, how to search databases, and other new technologies. Once staff have been trained, volunteer docents can then assist with training the public. Docents could be available at all hours when something new is introduced, such as the OPAC, or at scheduled times to provide more in-depth assistance, such as Internet training |

idabctvolsbprdev

Contra
Costa
County

GENERAL SERVICES DEPARTMENT
1220 Morello Avenue, Suite 200
Martinez, California 94553-4711
(510) 313-7100

Barton J. Gilbert
Director

J. G. Bechtold
Deputy Director

Kathy Brown
Deputy Director

April 13, 1992

Henry Clarke, General Manager
Contra Costa County Employees Association
Local No. One
P. O. Box 222
Martinez, California 94553

Dear Henry:

This letter is to confirm agreement between Local No. 1 and the General Services Department regarding health and safety issues.

The General Services Department agrees to the following:

1. To provide employees in the Building Trades Unit an annual Tuberculosis skin test, to be included as part of the annual respirator examination, at no cost to the employee.

2. To request that the Building Trades Unit annual respirator examination include a rectal exam.

3. To continue to work with employees, Risk Management and Occupational Health when specific hazardous materials and/or toxins are identified in the worksites. The concerns raised regarding leaded paint were investigated, and Risk Management has determined that the lead content is within safe acceptable levels.

4. To provide, on a voluntary basis, vaccination for Hepatitis B to employees of the Building Trades Unit whose assignments include adult or juvenile detention facilities. The County reserves the right to determine the most economical means of providing the vaccination, which will be determined through a feasibility study to be conducted within 90 days after the execution of the MOU. General Services Department management agrees to meet and discuss the results of the feasibility study with Local No. 1.

5. To provide instruction in traffic coning safety to employees in the Building Trades Unit whose assignments require working adjacent to roadways.

6. To include previous vehicle accidents only if they occurred within the preceding 3 years when considering recommendations for disciplinary action, as a result of a current vehicle accident.

If the foregoing conforms to your understanding, please indicate your approval and acceptance in the space provided below.

Sincerely,

Mickey Davis

Mickey Davis
Administrative Services Assistant

MD:mak

Contra Costa County

Richard Heyne 4/28/92
Rich Heyne
Employee Relations Officer

Contra Costa County Employees Association, Local No. One

Henry Clarke
Henry Clarke
General Manager

Date: 4/20/92

**Local 1- Attachment I**

Special Pays for Per Diem Employees

**All Units**

| Type of Pay (Pay Code) | MOU Section |
|---|---|
| County Overtime (OPT) | Sec. 7.1.B |
| FLSA Overtime (OTF) | None |
| Shift Differential Pay at 5% (SH2) | Sec. 10 |

**Unit Specific**

1. Building Trades Unit (Section 53.2)

| Type of Pay (Pay Code) | MOU Section | Applicable Job Title(s) | Applicable Assigned Org (Org#) |
|---|---|---|---|
| Call Back (N35) | 8 | Steamfitter (GFVA) | |
| Hazard Pay (HZ2) | 44 | | 1. Conservatorship (0451)<br>2. Inmate Library Services (2490)<br>3. Detention Transportation (2575)<br>4. County Parole Program (2577)<br>5. Martinez Detention (2578)<br>6. West County Detention (2580)<br>7. Marsh Creek Detention (2585)<br>8. AB109 Program (2588)<br>9. Martinez Detention Infirmary (5700)<br>10. West County Detention Infirmary (5701)<br>11. Juvenile Hall Nursing (5702)<br>12. Detention Mental Health Martinez (5710)<br>13. Detention Mental Health West County (5711)<br>14. Youth Mental Health (5951)<br>15. West County Adult Mental Health (5974)<br>16. Psychiatric Unit (6313)<br>17. Psychiatric Emergency |

| | | | |
|---|---|---|---|
| | | | (6381)<br>18. Emergency (6383)<br>19. Hospital Admission Martinez (6553)<br>20. Outpatient Registration (6570) |

2. Library Unit (Section 53.5)

| **Type of Pay (Pay Code)** | **MOU Section** | **Applicable Job Title(s)** | **Assigned Org (Org#)** |
|---|---|---|---|
| Sunday Shift Differential 7.5% (SH3) | 53.5.F.2. | | |
| Saturday Shift Differential 5% (SH2) | 53.5.F.1. | | |
| Evening Shift Differential 5% (SH2) | 53.5.E | | |
| Hazard Pay (HZ2) | 44 | | 1. Conservatorship (0451)<br>2. Inmate Library Services (2490)<br>3. Detention Transportation (2575)<br>4. County Parole Program (2577)<br>5. Martinez Detention (2578)<br>6. West County Detention (2580)<br>7. Marsh Creek Detention (2585)<br>8. AB109 Program (2588)<br>9. Martinez Detention Infirmary (5700)<br>10. West County Detention Infirmary (5701)<br>11. Juvenile Hall Nursing (5702)<br>12. Detention Mental Health Martinez (5710)<br>13. Detention Mental Health West County (5711)<br>14. Youth Mental Health (5951)<br>15. West County Adult |

| | | | |
|---|---|---|---|
| | | | Mental Health (5974)<br>16. Psychiatric Unit (6313)<br>17. Psychiatric Emergency (6381)<br>18. Emergency (6383)<br>19. Hospital Admission Martinez (6553)<br>20. Outpatient Registration (6570) |

# MEMORANDUM OF UNDERSTANDING

After completion of a series of meet and confer sessions, the Contra Costa County Employees Association, Local 1, herein entitled "Union," and the Library Department of Contra Costa County do hereby enter into this Memorandum of Understanding concerning the Library Unit.

## I. Purpose

Within the framework of the objectives of the public library to assemble, preserve and to make easily and freely available printed and other materials that will assist people of all ages in their pursuit of knowledge and personal and social well-being, and in the furtherance of these objectives a Library Practices Advisory Committee is hereby established.

## II. Objectives

In pursuit of the above objectives, the Library Practices Advisory Committee shall work toward the following:

1. To promote working conditions that are conducive to efficient and effective operation of the Library.

2. To review library procedures and advise on their current appropriateness.

3. To encourage professional and educational career development for Library personnel.

4. To support and maintain effective communication between departmental administration and Library staff.

5. To encourage increased cooperation and understanding among departmental staff.

6. To provide additional avenues, as needed, for receiving individual or group suggestions, including suggestions for implementation.

## III. Composition

* 1. The Union shall select ~~three~~ four members from the Library Unit.

* 2. Departmental Administration shall select ~~two~~ three members from supervisorial ranks, with a ~~third~~ fourth member at large not necessarily from supervisorial ranks.

* 3. The Assistant County Librarian shall be a member ~~and permanent chairman of the committee~~.

4. A representative from Central County Administration selected by the County Employee Relations Officer may be invited to participate in meetings.

5. A representative from the Union may be invited to participate in meetings.

* 6. Both the employees and the department shall each select a co-chairperson who will work together to develop the quarterly agenda and will alternate the chairing of each meeting.

IV. Procedures

The Library Practices Advisory Committee shall meet quarterly on County time for a period of not more than 3 hours. Subcommittees, upon approval of the Advisory Committee and the County Librarian, may meet and conduct the committee's assignments on County time; provided, however, that the normal public service needs of the Library are met without additional cost to the County.

1. The committee may, on emergency call of the Chairman or by a majority vote of the Committee, convene a special meeting.

2. The agenda and minutes of the previous meeting will be published by the department for general distribution prior to each regular meeting.

3. In order to facilitate the Committee's work, Committee shall be provided with reasonable data from the department.

4. The Committee may consult with administrative personnel, union staff, and with others possessing special knowledge as needed, to facilitate the Committee's work, provided this service is without cost to the County.

5. The department will consider fully the recommendations of the Library Practices Advisory Committee.

V. Term

This agreement shall be in effect for one year after the date of signing by all parties. No later than one month prior to the conculsion of the effective term of the agreement there shall be a meet and confer session to evaluate the progress of the committee and to negotiate the continuation of the agreement and/or necessary revisions.

* Changes as per memoranda of understanding dated 7/2/74 and 7/25/75.

CONTRA COSTA COUNTY
LIBRARY DEPARTMENT

Date: August 4, 1973

Attested by: 9/4/73 [illegible]
Employee Relations Officer

Date: [illegible]

CONTRA COSTA COUNTY EMPLOYEES
ASSOCIATION, LOCAL NO. 1

Virginia A. Frost

Date: 7/27/73

**ATTACHMENT K**

Contra Costa County

Human Resources Department

Administration Building
651 Pine Street, Third Floor
Martinez, CA 94553-1292
(925) 335-1770

**Lori Gentles**
Assistant County Administrator
Director of Human Resources

October 2, 2007

## *Letter of Agreement*

### *Contracting for Services from Rehabilitation Programs*

The County may enter into a contract with nonprofit organizations pursuant to County Administrative Bulletin No. 612.0, adopted on October 2, 2007, for purposes of performing work presently performed by private contractors. Except as stated in the previous sentence, the County shall not enter into a contract with a nonprofit organization, pursuant to the Administrative Bulletin to perform the type and kind of work performed by Local One's represented employees.

*For Public Employees Union Local One*

Signature 10.25.07 Date

*For Contra Costa County*

Signature 10-18-07 Date

**ATTACHMENT L**

BUILDING MAINTENANCE CRAFT EMPLOYEES' ROTATIONAL ASSIGNMENTS TO DETENTION FACILITIES AND THE COUNTY HOSPITAL

1. Assignments for permanent employees of the Building Maintenance Division shall be made first on a voluntary basis in order of seniority. If no one volunteers, then involuntary assignments shall be made in order of reverse seniority among all permanent personnel in the respective classifications, unless employees are already in assignments at the hospital **or detention facilities.**

   a. **For each rotational assignment (detention facility and hospital), there will be separate seniority lists by facility and by craft. There are currently two rotational assignments: detention facilities and the hospital. Other assignments are NOT covered by this agreement.**

   b. **For purposes of these covered assignments, seniority means seniority in classification in the assignment, e.g., when the person presently assigned has completed the assignment, he/she becomes the <u>least</u> senior person on the list for that same assignment.**

   c. **The most senior person leaving one assignment may become the most senior person on the list for the other assignment. (Note of explanation: if a Carpenter is bid out of the detention facility assignment, he/she may then be the Carpenter with the most seniority for the hospital assignment, depending on when he/she was last in the hospital assignment.)**

2. Assignment for employees of the Building Maintenance Division **to the detention facilities** shall be for a minimum of six months, but may be extended for two additional six-month periods. Any time after the initial minimum of five months, the incumbent may choose to leave and must provide a minimum 30-day written advance notice to his/her supervisor. At the end of the second six-month extension period, the position shall be open to the most senior person **on the seniority list for that particular assignment.**

3. **The minimum period of assignment to Merrithew Memorial Hospital shall be one year, but may be extended for two additional six-month periods.**

   a. The side letter agreement of January, 1990 "Work Schedule for Crafts Assigned to Merrithew Memorial Hospital" remains in effect and covers other aspects of the assignment.

4. Vacancies for assignments shall be announced and bid in accordance with the following procedures:

   a. The vacancy will be announced two months prior to the end of the second extension; or

   b. thirty days prior to the vacancy when the incumbent provides notice of intention to leave the assignment; or

   c. in the event of a management reassignment, the vacancy will be announced for five days.

5. If no one bids for the assignment and the incumbent chooses to remain, he/she has the same rights as if it were an original assignment.

6. Employees must be able and available to work in the assignment. An employee who is physically incapacitated or otherwise unavailable shall not be eligible to bid into an assignment; however, his/her name shall remain in its same position on the list.

7. As this is a newly formalized agreement, notwithstanding previous interpretations of the policy, the agreement will be started with the following conditions:

   a. Craft assignments will be staggered such that not everyone will rotate at the same time, beginning with:

Detention Assignments:

| | |
|---|---|
| Carpenter | August, 1995 |
| Electrician | September, 1995 |
| Steamfitter | October, 1995 |

Hospital:

| | |
|---|---|
| Carpenter--1 | September, 1995 |
| Carpenter--2 | December, 1995 |
| Electrician--1 | August, 1995 |
| Electrician--2 | November, 1995 |
| Painter | August, 1996 |
| Steamfitter | January, 1996 |

b. Current incumbents who have been in their assignments for the original assignment period and two extensions shall be subject to rotation and, if bid out, they will become the least senior person on their respective craft/facility list. Currently assigned persons who have not completed their original assignments and applicable extensions will be allowed to remain until their assignments and extensions expire.

8. Nothing in this agreement constitutes a waiver of management's prerogative to deviate from these assignment procedures when necessary and appropriate. Any deviation from this agreement shall be subject to meet and confer.

9. **Either party may request reconsideration of the terms and conditions set forth herein, which shall be subject to meet and confer. If agreement cannot be reached, impasse may be declared and impasse procedures instituted.**

If the above conforms to your understanding, please indicate your acceptance and approval by signing below.

Contra Costa Employees Association, Local # 1

Richard Heyne

Date: 6/7/95

General Services Department

Mickey Davis

Date: 6/28/95

Human Resources Department, Labor Relations

Henry L. Clarke

Date: 6/7/95

**ATTACHMENT L**

4/10 WORK SCHEDULE FOR CRAFTS ASSIGNED
TO MERRITHEW MEMORIAL HOSPITAL

Craft employees permanently assigned to work full-time at Merrithew Memorial Hospital will work a 4/10 schedule with the following provisions.

(1) For each craft having two or more persons permanently assigned full-time, at least one of them shall work Monday through Thursday, and one shall work Tuesday through Friday. If only one employee in a craft is assigned, then management will determine the schedule.

As vacancies occur, permanent and temporary reassignments will be made in accordance with the reassignment procedures in the Memorandum of Understanding between Contra Costa County and Local One.

(2) The minimum period of assignment shall be one year, except in situations where management may determine that involuntary reassignment or service-related needs require otherwise.

(3) This proposal will be on a trial basis for one year. During this year, management will review and evaluate the work schedule to ensure service requirements are met satisfactorily; that the proposal does not result in additional costs due to overtime, substitute personnel, or additional overhead; and that other problems do not occur. If problems occur, management will request a meeting with Local One. If a meeting cannot resolve service or fiscal matters, then we shall request an end to the schedule.

Wanda J. Kinney
Local 1 Representative

1/22/90
Date

Kathy Brown
Department Representative

1/30/90
Date

**ATTACHMENT M**

# 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 M**

## 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

AK 142.

**ATTACHMENT M**

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

Dear Physician:

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

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

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

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

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

WILL THE DRUG AFFECT OTHER DUTIES: _____YES _____NO
EXPLAIN:
_____
_____

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

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

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

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

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

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

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

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

MODIFIED DUTY CAN BE: _____FULL TIME _____ PART TIME _____

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

**ESTIMATED** DATE EMPLOYEE CAN RETURN TO USUAL DUTIES: _____

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

_____

PHYSICIAN'S SIGNATURE DATE

_____

PHYSICIAN'S NAME ADDRESS

_____

TELEPHONE NO. FAX NO.

ATTACHMENT M

# COUNTY OF CONTRA COSTA
## LIMITED DUTY ASSIGNMENT & EXTENSION FORM

| | |
|---|---|
| | DEPARTMENT: |
| NAME OF EMPLOYEE: | DATE OF INJURY OR ILLNESS: |
| JOB CLASSIFICATION: | INDUSTRIAL: ☐<br>NON-INDUSTRIAL: |
| WORK RESTRICTIONS PREVENTING RETURN TO REGULAR DUTY: | PART (S) OF BODY AFFECTED: |
| PHYSICIAN APPROVING RELEASE TO LIMITED DUTY*<br>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<br>FIRST EXTENSION ☐<br>SECOND EXTENSION ☐ | LIMITED DUTY WILL START:_____<br>AND IS<br>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**

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**PUBLIC EMPLOYEES UNION LOCAL ONE**

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