MEMORANDUM OF UNDERSTANDING

BETWEEN

CONTRA COSTA COUNTY

AND

DEPUTY DISTRICT ATTORNEYS' ASSOCIATION

JULY 1, 2018 – JUNE 30, 2022

CONTRA COSTA COUNTY
DEPUTY DISTRICT ATTORNEYS' ASSOCIATION

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ATTACHMENTS

MEMORANDUM OF UNDERSTANDING
BETWEEN
CONTRA COSTA COUNTY
AND
DEPUTY DISTRICT ATTORNEYS' ASSOCIATION

This Memorandum of Understanding (MOU) is entered into pursuant to the authority contained in Division 34 of Board of Supervisors' Resolution No. 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 No. 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 Association is the recognized representative, have freely exchanged information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations covering such employees.

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

DEFINITIONS

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

Association: Deputy District Attorneys' Association (DDAA).

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: Demotion is the reduction of an employee to another position in a class having a lower salary allocation than the class previously occupied by the employee or to a lower compensation level within the employee's salary range.

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

Eligible: Any person whose name is on an employment, 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 names 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 involuntarily separated by layoff, displacement, or demoted by displacement, or have voluntarily demoted in lieu of layoff or displacement, or have voluntarily transferred in lieu of layoff or displacement.

Permanent-Intermittent Position: Any position that requires the services of an incumbent for an indefinite period of time, but on an intermittent basis, as needed, paid on an hourly basis. Notwithstanding any other provision of this MOU, permanent-intermittent employees are entitled to an hourly wage and FLSA overtime, when applicable, but no other pays or employment benefits, unless this MOU specifically references "permanent-intermittent" employees for a pay or benefit.

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.

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

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 otherwise provided for in the Personnel Management Regulations or in ordinances or resolutions governing deep classifications.

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

Reclassification: The act of reassignment or change in 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 nature, difficulty, or responsibility of duties performed in the position.

Reemployment List: A list of persons who have occupied positions allocated to a class 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.

Transfer: The change of an employee to another position in the same class in a different department, or to another position in a class which is allocated to a salary schedule the top step of which is within five (5) percent of the top step of the class previously occupied in the same or different department or as otherwise defined in deep class ordinances or resolutions.

Union: Deputy District Attorneys' Association (DDAA).

SECTION 1 - ASSOCIATION RECOGNITION

The Association is the formally recognized employee organization for the representation units listed below, and such organization has been certified as such pursuant to Board of Supervisor's Resolution 2008/132, dated March 11, 2008.

2KTF	Deputy District Attorney – Basic Level
2KTG	Deputy District Attorney – Advanced
2KWD	Deputy District Attorney – Fixed Term

SECTION 2 - ASSOCIATION SECURITY

2.1 Dues Deduction. Pursuant to Board of Supervisors' Resolution No. 81/1165, only a majority representative may have dues deduction and as such the Association has the exclusive privilege of dues deduction or agency fee deduction for all employees in its units.

2.2 Maintenance of Membership. All employees in units represented by the Association who are currently paying dues to the Association and all employees in such units who hereafter become members of the Association shall as a condition of continued employment pay dues to the Association for the duration of this MOU and each year thereafter so long as the Association 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 2.3.

2.3 Withdrawal of Membership. By notifying the Auditor-Controller's Department in writing, between August 1 and August 31, any employee may withdraw from Association membership and discontinue paying dues as of the payroll period commencing September 1. Upon close of the above referenced 30 day period, the Auditor-Controller shall submit to the Association the list of the employees who have rescinded their authorization for dues deduction.

2.4 Communicating With Employees. Representatives of the Association, not on County time, shall be permitted to place employee literature at designated locations in County buildings if arranged through the Department Head or designated representative.

2.5 Use of County Buildings. The Association shall be allowed the use of areas normally used for meeting purposes for Association meetings 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.

SECTION 3 - NO DISCRIMINATION

There shall be no discrimination because of age, sex, race, creed, color, national origin, religion, disability, sexual orientation or Association activities against any employee or applicant for employment by the County or by anyone employed by the County.

SECTION 4 – ASSOCIATION REPRESENTATIVES

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

A. If their attendance is required by the County at a specific meeting, 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 they are designated as an Association Representative, in which case they may utilize a reasonable time at each level of the proceedings to assist an employee to present a grievance provided the meetings are scheduled at reasonable times agreeable to all parties.

D. If they are designated as spokesperson or representative of the Association and as such make representations or presentations at meetings or hearings on wages, salaries and working conditions; 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 the Association are to be discussed.

E. Association Representatives and Association officials shall advise, as far in advance as possible, their immediate supervisor, or his/her designee, of their intent to engage in Association business. All arrangements for release time shall include the location, the estimated time needed and the general nature of the Association business involved.

F. Official representative of the Association shall be allowed time off on County time for meetings during regular working hours when formally meeting and conferring in good faith or consulting with the Labor Relations Manager or other management representatives on matters within the scope of representation, provided advance arrangement for the time away from the work assignment or station are made with the appropriate Department Head. No more than four (4) Association Representatives will be released at any one time during work hours for this purpose.

SECTION 5 - SALARIES

5.1 General Wages.

A. Effective January 1, 2019, the base rate of pay for all classifications represented by the Deputy District Attorneys' Association will be increased by five percent (5%).

B. Effective on July 1, 2019, the base rate of pay for all classifications represented by the Deputy District Attorneys' Association will be increased by four percent (4%).

C. Effective July 1, 2020, the base rate of pay for all classifications represented by the Deputy District Attorneys' Association will be increased by three percent (3%).

D. Effective July 1, 2021, the base rate of pay for all classifications represented by the Deputy District Attorneys' Association will be increased by four percent (4%).

SECTION 6 - LAYOFFS

Layoffs, if necessary, will be made pursuant to the Contra Costa County Personnel Management Regulations, Part 12 - LAYOFF.

SECTION 7 - JURY DUTY AND WITNESS DUTY

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

D. When an employee is summoned for jury duty selection or is selected as a juror in a Municipal, 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.

7.2 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.

Retention or waiver of fees shall be governed by the same provisions as apply to jury duty. 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 8 - GRIEVANCE PROCEDURE

8.1 Definition and Procedural Steps. A grievance is any dispute which involves the interpretation or application of any provision of this MOU. Those provisions of this MOU which specifically provide that the decision of any County official shall be final are not subject to this grievance procedure. Disciplinary action shall not be the subject of a grievance pursuant to this grievance procedure. An employee may choose to appeal disciplinary action through the Merit Board or by any other means available outside of this MOU. Grievances regarding promotions or claims of discrimination are not subject to the

grievance procedure. The Association 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 and shall be processed in the following manner:

Step 1. Supervisor. The Association or any employee or group of employees who believes that a provision of this MOU or incorporated County regulation has been misinterpreted or misapplied to his or her detriment shall discuss the complaint with the grievant's immediate supervisor, who shall meet with the grievant within five (5) work days of receipt of a written request to hold such meeting. The supervisor will advise the grievant in writing, within five (5) work days of the meeting, whether the grievance is granted or denied.

Step 2. Department Head. If an issue is not satisfactorily resolved in Step 1 above, the Association may submit the grievance in writing, to the Department Head or designee. This request must be filed no more than ten (10) work days after the date of the Step 1 response from the supervisor. This formal written grievance must state which provision of the MOU or the incorporated County regulation has been misinterpreted or misapplied, how it was misinterpreted or misapplied, how misapplication or misinterpretation has affected the grievant to the grievant(s)' detriment, and the redress the Association seeks. A copy of each written communication on a grievance must be filed with the Employee Relations Officer or designee. The Department Head or designee shall have ten (10) work days in which to respond to the grievance in writing.

Step 3. Labor Relations. If the grievance is not resolved at Step 2, the Association may submit the grievance to the Employee Relations Officer or designee within ten (10) work days after the date of the Step 2 response. Within twenty (20) work days after receipt of the Step 3 grievance, the Employee Relations Officer or designee must meet with the Department Head or his/her designee, the grievant, and the Association to discuss the facts or other potentially relevant information or avenues of inquiry, and any terms either party wishes to offer to resolve the grievance.

The Employee Relations Officer or his/her designee will decide the grievance on its merits and provide the grievant, the Association, 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.

Step 4. Mediation. If the grievance is not satisfactorily resolved at Step 3, the Association 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 mutual written agreement of the parties.

Step 5. Arbitration. In the event that the grievance is not resolved at Step 4, either party may notify in writing the other party, within fifteen (15) work days of the date of completion of mediation at Step 4 of their desire to arbitrate the grievance. The parties will mutually

select an impartial arbitrator. If the parties are unable to agree upon the selection of an arbitrator, they may request one or more panels of arbitrators from the California State Mediation and Conciliation Service and attempt to select an arbitrator from that panel(s). Any fee(s) for the provision of panel(s) of arbitrators will be split equally between the parties.

The fees and expenses of the arbitrator and the court reporter (if any) will be shared equally by the Association and the County. Each party will bear the costs of its own presentation, including preparation and post-hearing briefs, if any.

The arbitrator's decision shall be final and binding. The arbitrator shall not have the right to alter, amend, delete or add to any of the terms of this Agreement.

8.2 Compensation Claims. The Employer is not required to pay any wage claim or portion thereof retroactively for a period of more than six (6) months immediately prior to the date of the Employer's receipt, of written notice from the Association, of such claim.

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

SECTION 9 – DAYS AND HOURS OF WORK/HOLIDAYS

9.1 Definitions – Days and Hours of Work.

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 when the employee is regularly scheduled to work other than eight (8) hours per day between Monday and Friday, inclusive.

D. 4/10 Work Schedule: A 4/10 work schedule is four (4) ten hour working days and one (1) eight (8) hour day off during a workweek consisting of any seven (7) day period, for a total of forty (40) hour per workweek.

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, Alternate, Flexible, 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).

9.2 **Timestamp:** Each and every temporary and permanent intermittent employee (hereafter called "hourly employees") must timestamp in and out as he/she begins his/her work shift/day, finishes his/her work shift/day, and takes meal breaks.

9.3 **Accrual Usage:** The use of leave accruals must be reported in one minute increments and may not be rounded.

9.4 **Automated Time Keeping:**

A. The Association agrees to the implementation of an automated timekeeping system by the County. The Association waives its right to meet and confer regarding any impacts that result from the County's implementation of the automated timekeeping system. The Association agrees to convert from the current monthly payroll procedures with an advance to a new payroll procedure to be determined.

B. The County will ensure that the necessary equipment to allow temporary and permanent-intermittent employees, who are paid on an hourly basis, to "timestamp" in and out in a timely manner.

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

New Year's Day	Labor Day
Martin Luther King Jr. Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Christmas Day

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

9.6 **Definitions - Holidays**

A. **Holidays:** Employees are entitled to observe a holiday (day off work), without a reduction in pay, whenever a holiday is observed by the County. Any holiday observed by the County that falls on a Saturday is observed on the preceding Friday and any holiday that falls on a Sunday is observed on the following Monday.

B. **Holidays – Flexible, Alternate, 9/80, and 4/10 Work Schedules:** When a holiday falls on the regulary scheduled day off any employee who is on a flexible, alternate, 9/80, or 4/10 work schedule, the employee is entitled to take the day off, without a reduction in pay, in recognition of the holiday. These employees are entitled to request another day off in recognition of their regularly scheduled day off. The requested day off must be within the same month and work week as the holiday and it must be pre-approved by the employee's supervisor. If the day off is not approved by the supervisor, it is lost. If the workday is a nine (9) hour day, the employee must use on 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.

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

A. **Holiday 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 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 multiplied by 8 = 4.8). Hereafter, the number of hours produced by this calculation will be referred to as the "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 employee's "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.

9.8 **Personal Holiday Credit.** Employees are entitled to accrue two (2) hours of personal holiday credit each month. This time is prorated for part time employees. No employee may accrue more than forty (40) hours of personal holiday credit. On separation from County service, employees are paid for any unused personal holiday credit hours at the employee's then current rate of pay, up to a maximum of forty (40) hours.

SECTION 10 – VACATION LEAVE

10.1 **Vacation Accrual Rates.** Employees are entitled to accrue paid vacation credit not to exceed the maximum cumulative hours as follows:

SECTION 10 – VACATION LEA

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

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

10.3 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.

Example One:

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

2. The employee reaches 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 first 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 first appear on the employee's April 10, 2007 pay warrant.

SECTION 11 – SICK LEAVE

11.1 Sick Leave. Employees are entitled to accrue paid sick leave credit in accordance with the provisions of the County Salary Regulations and Administrative Bulletin No. 411.8 (Sick Leave Policy) adopted on July 1, 2015, as periodically amended.

11.2 Part-Time Employees. Part-time employees are entitled to accrue paid vacation and sick leave credit on a pro-rata basis.

SECTION 12 – LEAVE OF ABSENCE

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

12.2 General Administration – Leave of Absence. Requests for leave without pay shall be made in writing and shall state specifically the reason for the request, the date when it is desired to begin the leave, and the probable date of return.

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

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

2. Pregnancy or preganancy disability;

3. To bond with the employee's newborn or with a child who is placed in an employee's family for adoption or foster care;

4. Family care to care for a spouse, child, parent, or domestic partner who has a serious health condition;

5. To engage in a course of study which will increase the employee's skills upon return to the position.

6. For other reasons or circumstance acceptable to the District Attorney.

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

C. A leave with pay may be for a period not to exceed one (1) year.

12.3 Family Care Leave or Medical Leave. Upon request to the District Attorney, 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 twelve (12) 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.

12.4 Certification. The employee may be asked to provide certification of the need for Family and Medical Leave Act (FMLA) and/or California Family Rights Act (CFRA). Additional period(s) of family care or medical leave may be granted by the appointing authority.

12.5 Intermittent Use of Leave. The twelve (12) week entitlement may be used intermittently on a regular or irregular basis, or may include reduced work schedules depending on the specific circumstances and situations surrounding the request for leave. The twelve (12) weeks may include use of appropriate available paid leave accruals when accruals are used to maintain pay status. When paid leave accruals are used for a medical or family care leave, such time shall be counted as a part of the twelve (12) week entitlement.

12.6 Aggregate Use for Spouse. In the situation where both spouses for FMLA leave or both parents for CFRA leave are 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 FMLA/CFRA leave during a “rolling” twelve (12) month period measured backward from the date the employee uses his/her FMLA/CFRA leave. Employees requesting family care leave are required to advise their appointing authority(ies) when their spouse or child’s parent is also employed by the County.

12.7 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 Medical Leave: When requesting medical leave (including FMLA/CFRA leave) for the employee or employee's family member, the employee must provide a written medical certification from a health care provider of a person for whose care the leave is being taken or for the employee's own serious health condition, which need not identify the diagnosis or serious health condition involved, but must contain:

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

2. the probable duration of the condition;

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

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

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

G. 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.

12.8 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, or be required, to maintain pay status each month by using available sick leave (if so entitled or required under County Administrative Bulletin No. 411.8 (Sick Leave Policy), vacation, floating holiday, 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 Sick Leave Integration or as provided in the sections below.

B. California Family Rights Act (CFRA) and Federal Medical Leave Act (FMLA). During the twelve (12) weeks of an approved family medical leave (FMLA/CFRA), 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 hours of sick leave vacation, floating holiday, or other accruals or entitlements if such are available, although use of additional accruals is permitted under subsection 12.8, paragraph A (All Leaves of Absence) above.

C. Leave of Absence/Long Term Disability (LTD) Benefit Coordination. An eligible employee who files an LTD claim and concurrently takes a leave of absence without pay will be required to use accruals during the LTD waiting period. After the LTD waiting period, an eligible employee may choose to maintain further pay status only as allowed under subsection 12.8 paragraph A (All Leaves of Absence) herein. However, LTD benefit payments will be reduced by any accruals used.

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

E. Sick leave accruals may not be used during any leave of absence, except as allowed under County Administrative Bulletin No. 411.8 (Sick Leave Policy) unless otherwise stated in Section 12.8 – Leave Without Pay – Use of Accruals.

SECTION 13 - MEDICAL, DENTAL & LIFE INSURANCE

13.1 Health Plan Coverages: The County will provide the medical and dental coverage for permanent employees regularly scheduled to work twenty (20) hours or more 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:

Providers:
1. Contra Costa Health Plans (CCHP)
2. Kaiser Permanente Health Plan
3. Health Net
4. Delta Dental

Medical Plans:
All employees will have access to the following medical plans:

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
5. Kaiser High Deductible Health Plan

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

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

13.2 Monthly Premium Subsidy:

A. The monthly premium subsidy in effect on January 1, 2015, for each medical and/or dental plan, 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
Kaiser High Deductible Health Plan	$478.91	$1,115.84	$1,115.84
Delta Dental PPO with CCHP A or B	$41.17	$93.00	$93.00
Delta Dental PPO with Kaiser or Health Net	$34.02	$76.77	$76.77
Delta Dental PPO without a Health Plan	$43.35	$97.81	$97.81
Delta Care HMO with CCHP A or B	$25.41	$54.91	$54.91
Delta Care HMO with Kaiser or Health Net	$21.31	$46.05	$46.05
Delta Care HMO without a Health Plan	$27.31	$59.03	$59.03

B. If the County contracts with a medical or dental plan that is not listed above, the County will determine the monthly dollar premium subsidy that it will pay to that medical plan for employees and their eligible family members.

C. In the event that the County premium subsidy amounts are greater than one hundred percent (100%) of the applicable premium of any medical 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.**

1. The Unions and County agree to create a Joint Labor/Management Benefit Committee ("Benefit Committee"). 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. The Benefit Committee replaces the existing Healthcare Oversight Committee. The existing Healthcare Coalition will remain, but may meet quarterly. The Benefit Committee will convene no later than February 1, 2016, after ratification of this Agreement.

2. The Benefit Committee will convene in order to 1) select a replacement medical or dental plan in the event that a plan listed in this Section 13 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. If the Benefit Committee is selecting a replacement medical or dental plan for a plan that is no longer available, 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.

3. Immediately upon adoption of an overall contract extension package agreement, the County and the Coalition Union/Association Benefit Committee representatives will work together as equal partners to 1) identify a new medical plan carrier to replace Health Net, and 2) explore the costs of CalPERS Health and other plan options including but not limited to the SEIU Taft-Hartley Trust plans as possible future replacements with the goal of beginning with the 2020 plan year. Any replacement plans selected must not increase the County's retiree health costs.

4. The new medical plan carrier that will replace Health Net must include an HMO plan and one plan providing out-of-network provider coverage.

5. Once all nine (9) Coalition Union/Association representatives on the Benefit Committee and the County have agreed on the new medical plan carrier to replace Health Net, the new medical plan will replace Health Net for all Coalition Unions/Associations the following January 1.

6. Each year, the County will coordinate a team composed of the County, the County's benefits consultant, and Union/Association Benefit Committee representatives, to work as equal partners to provide input for the annual negotiations with the medical plan providers over the plan premiums for the next plan year. The team will have authority to make information requests, request and observe presentations by the County's healthcare consultant regarding premium rates and ask questions, and help guide the strategy of the County in the annual negotiations.

7. County and Unions/Associations of the Coalition will jointly work to educate employees regarding the cost benefits of lower cost plans, including the Kaiser High Deductible Health Plan.

8. County and Union/Association Benefit Committee representatives will jointly work as equal partners to seek plan design changes across all plans that would reduce costs and improve quality of care.

13.3 <u>Retirement Coverage:</u>

A. <u>Upon Retirement:</u>

1. Upon retirement and for the term of this agreement, 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 Heath/Dental monthly premium subsidies for eligible retirees and their eligible family members set forth in subsection 13.2 (Monthly Premium Subsidy).

2. Any person who becomes age 65 on or after December 14, 2010, and who is eligible for Medicare must immediately enroll in Medicare Parts A and B.

3. For employees hired on or after December 14, 2010, and their eligible family members, no monthly premium subsidy will be paid by the County for any health 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 one hundred twenty (120) days of separation from County employment and (ii) he or she pays the full premium cost under the health or dental plan without any County premium subsidy.

B. <u>Employees Who File For Deferred Retirement.</u> Employees, who resign and file for a deferred retirement and their eligible family members, may continue in their County group health and 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 Human Resources Department-Employee Benefits Division. When the deferred retirees begin to receive retirement benefits, they will qualify for the same health and/or dental plan coverage pursuant to Subsection 13.3 (Retirement Coverage) paragraph A above, as similarly situated retirees who did not defer retirement are entitled.

5. Deferred retirees may elect health benefits hereunder without electing to maintain participation in their County health and/or dental plan during their deferred retirement period. When the deferred retirees begin to receive retirement benefits, they will qualify for the same health and/or dental coverage pursuant to Subsection 13.3 (Retirement Coverage) paragraph A 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 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 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 subsection 13.3 (Retirement Coverage) paragraphs (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 (1) 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 subsection 13.3 (Retirement Coverage) paragraphs A, B, and C and upon retirement, the following employees (and their eligible family members) are eligible to receive a monthly premium subsidy for health and 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 subsection 13.3 (Retirement Coverage) only, “eligible family members” does not include Survivors of employees or retirees.

13.4 <u>Health Plan Coverages and Provisions.</u> The following provision is applicable regarding County Health and Dental Plan participation:

A. <u>Coverage Upon Separation:</u> 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.

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

A. <u>Health Insurance</u>

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

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

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

B. Dental Insurance

1. Eligible Dependents all dental plans:

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

2. Delta Dental PPO 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.

3. Delta Care HMO Only – Employee's Child to age 26.

4. "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.

13.6 Dual Coverage.

A. Each employee and retiree may be covered only by a single County health (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 13.5 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 subsection 13.6 (Dual Coverage) 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.

13.7 Medical Plan Cost-Sharing for Active Employees on and after January 1, 2018.

A. For active employees for the plan year that begins on January 1, 2018, the County will adjust the subsidy amounts in subsection 13.2.A and will pay only the total monthly premium subsidy for medical plans stated below:

Medical Plans	Employee	Employee +1 Dependent	Employee +2 or More Dependents
Contra Costa Health Plans (CCHP), Plan A	$574.45	$1,137.59	$1,778.56
Kaiser Permanente Health Plan B	$463.73	$919.05	$1,463.45
Kaiser Permanente High Deductible Health Plan	$461.96	$946.56	$1,432.15
Health Net HMO Plan B	$767.68	$1,491.54	$2,377.76

B. Medical Plan Cost-Sharing for Active Employees for the 2019 Plan Year. For active employees for the plan year that begins on January 1, 2019, the County will pay the monthly premium subsidy for medical plans stated below:

Employee Medical Plans	**Monthly Premium**	**County Monthly Premium Subsidy**	**Employee Monthly Premium Cost**
Contra Costa Health Plans (CCHP), Plan A	$812.06	$641.65	$170.41
Contra Costa Health Plans (CCHP), Plan B	$900.19	$672.58	$227.61
Kaiser Permanente Health Plan A	$877.30	$600.00	$277.30
Kaiser Permanente Health Plan B	$697.28	$600.00	$97.28
Health Net HMO Plan A	$1,677.56	$986.18	$691.38
Health Net HMO Plan B	$1,166.55	$882.34	$284.21
Health Net PPO Plan A	$2,340.40	$1,226.79	$1,113.61
Kaiser High Deductible Health Plan	$559.68	$559.68	$0.00

Employee +1 Dependent Medical Plans	**Monthly Premium**	**County Monthly Premium Subsidy**	**Employee Monthly Premium Cost**
Contra Costa Health Plans (CCHP), Plan A	$1,624.10	$1,271.99	$352.11
Contra Costa Health Plans (CCHP), Plan B	$1,800.37	$1,314.95	$485.42
Kaiser Permanente Health Plan A	$1,754.60	$1,200.00	$554.60
Kaiser Permanente Health Plan B	$1,394.56	$1,200.00	$194.56
Health Net HMO Plan A	$3,355.12	$1,765.02	$1,590.10
Health Net HMO Plan B	$2,333.10	$1,720.86	$612.24
Health Net PPO Plan A	$4,680.80	$2,109.72	$2,571.08

Kaiser High Deductible Health Plan	$1,119.36	$1,119.36	$0.00

Employee +2 Dependent Medical Plans	**Monthly Premium**	**County Monthly Premium Subsidy**	**Employee Monthly Premium Cost**
Contra Costa Health Plans (CCHP), Plan A	$2,436.18	$1,980.17	$456.01
Contra Costa Health Plans (CCHP), Plan B	$2,700.56	$2,106.48	$594.08
Kaiser Permanente Health Plan A	$2,631.90	$1,825.00	$806.90
Kaiser Permanente Health Plan B	$2,091.84	$1,825.00	$266.84
Health Net HMO Plan A	$5,032.68	$3,230.62	$1,802.06
Health Net HMO Plan B	$3,499.65	$2,721.74	$777.91
Health Net PPO Plan A	$7,021.20	$4,251.97	$2,769.23
Kaiser High Deductible Health Plan	$1,679.04	$1,679.04	$0.00

C. Medical Plan Cost-Sharing for Active Employees on and after January 1, 2020.

1. For active employees for the plan year that begins on January 1, 2020, the County will move to a percentage-based cost sharing approach for medical care premium subsidies. The County will pay seventy-five percent (75%) of the total medical plan premium for the Employee and Employee +1 Dependent tiers of the second lowest priced non-deductible HMO plan. The County will pay 76.5% of the total medical plan premium for the Employee +2 or more Dependents tier of the second lowest priced non-deductible HMO plan. These annual calculated dollar amounts will be applied to all plans and tiers as described.

2. For active employees for the plan year that begins on January 1, 2021, the County will pay seventy-eight and a half percent (78.5%) of the total medical plan premium for each tier of the second lowest priced non-deductible HMO plan. This annual calculated amount will be applied to all plans and tiers, except Kaiser Permanente Health Plan B.

3. For active employees for the plan year that begins on January 1, 2022, and each year thereafter, the County will pay eighty percent (80%) of the total medical plan premium for each tier of the second lowest priced non-deductible HMO plan. This annual calculated dollar amount will be applied to all plans and tiers, except Kaiser Permanente Health Plan B.

4. For active employees for the plan year that begins on January 1, 2021, and each year thereafter, for the Kaiser Permanente Health Plan B, employees will pay at least the following share of the total medical plan premium:

Kaiser Permanente Health Plan B	Employee Monthly Premium Cost
Employee	$20.00
Employee +1 Dependent	$40.00
Employee + 2 or More Dependents	$60.00

5. In the event of a reduction in the premium for the second lowest priced non-deductible HMO plan, the County will pay the premium subsidy for medical plans that the County paid in the previous plan year.

D. Beginning 2022, the County will review technological advancements in the area of benefits administration and consider asking any eligible employee who waives County health insurance to provide proof of other health insurance coverage.

13.8 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. For Deputy District Attorneys, additional Group Term Life Insurance in the amount of forty-five thousand dollar ($45,000) will be provided by the County.

13.9 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.

13.10 Health Care Spending Account. After six (6) months of permanent employment, full and part-time (20/40 or greater) employees may elect to participate in a Health Care Spending Account (HCSA) Program designated 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.

13.11 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.

13.12 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 a predetermined amount of annual salary not to exceed the lesser of either five thousand dollars ($5,000) or the maximum amount authorized by federal law, per calendar year, of before tax dollars to pay for eligible dependent care (child and elder care) expenses. Any unused balance is forfeited and cannot be recovered by the employee.

13.13 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.

13.14 Prevailing Section. To the extent that any provision of this Section 13 (Health, Life and 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 13 (Health, Life and Dental Care) will prevail.

13.15 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.

13.16 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 Human Resources Department-Employee Benefits Division. The responsibility for this payment rests with the employee. If payment is not made, the employee shall be dropped from the health plan.

13.17 Coverage During Absences. An employee shall be allowed to maintain his/her health plan coverage at the County group rate for twelve (12) months if the employee is on an approved leave of absence and has exhausted all available accruals, 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.

13.18 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.

13.19 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. § 18081). Employees eligible to receive an offer of coverage (and qualified dependents), will be offered access to County health insurance plans. Employees will be responsible for the full premium cost of coverage. This provision is not subject to the grievance process.

13.20 Health Savings Account with High Deductible Health Plan

A. Active employees who are enrolled in the Kaiser Permanente High Deductible Health Plan may select a Health Savings Account ("HSA") offered through Kaiser Permanente under the following conditions and subject to any other laws, regulations or rules governing HSAs:

1. Only active employees who are enrolled in the Kaiser High Deductible Health Plan may elect to initially enroll in the HSA. The HSA is not available to permanent-intermittent or temporary employees.

2. Employees may only contribute up to the maximum annual contribution rate for HSAs as set forth in the United States Internal Revenue Code.

3. 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.

4. Employees are responsible for paying any HSA account management fees charged by the HSA administrator.

5. The County does not manage or administer the HSAs.

B. For the 2019 Plan Year, the County will make a one-time contribution of five hundred dollars ($500) into the HSA for active employees who are enrolled in the Kaiser Permanente High Deductible Health Plan for the 2019 plan year and who have an HSA. The contribution will be made with the February 10, 2019 pay.

C. For the 2020 Plan Year and each year thereafter, the County will contribute six hundred and twenty-five dollars ($625) annually into the HSA for active employees who are enrolled in the Kaiser Permanente High Deductible Health Plan and have an HSA. The contribution will be made with the February 10 pay for the plan year.

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

SECTION 14 – CATASTROPHIC LEAVE BANK

14.1 Program Design. All employees are included in the Catastrophic Leave Bank and may designate a portion of accrued vacation, compensatory time, holiday compensatory time, or personal holiday credit to be deducted from the donor's existing balances and credited to the bank or to a specific eligible employee.

A. The County Human Resources Department operates 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 personal holiday credit 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 that manifests itself during employment.

B. The plan is administered under the direction of the Director of Human Resources. The Human Resources Department is 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 is 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 will meet as necessary to consider all requests for credits and will make determinations as to the appropriateness of the request. The committee will 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.

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

D. To receive credits under this plan, an employee must have permanent status, 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.

E. 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 from balances in the vacation, holiday, personal holiday, compensatory time or holiday compensatory time accounts. Employees who elect to donate to a specific individual will have seventy-five percent (75%) of their

donation credited to the individual and twenty-five percent (25%) credited to the Catastrophic Leave Bank.

F. 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.

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

H. All appeals from either a donor or recipient will be resolved on a final basis by the Director of Human Resources.

I. No employee has any entitlement to catastrophic leave benefits. The award of Catastrophic Leave is 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 may limit benefits in accordance with available contributions and 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 has 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.

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

SECTION 15 – TRAVEL REIMBURSEMENT

The County will pay a mileage allowance for the use of personal vehicles on County business at the rate allowed by the Internal Revenue Service (IRS) as a tax deductible expense, adjusted to reflect changes in this rate on the date it becomes effective or the first of the month following announcement of the changed rate by the IRS, whichever is later. This section will be administered in accordance with Administrative Bulletin 111.7.

SECTION 16 – RETIREMENT

16.1 Contribution. Effective on September 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 for 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.

16.2 414H2 Participation. The County will continue to implement Section 414(h) (2) of the Internal Revenue Code which allows the County Auditor-Controller to reduce the gross monthly pay of employees by an amount equal to the employee's total contribution to the County Retirement System before Federal and State income taxes are withheld, and forward that amount to the Retirement system. This program of deferred retirement contribution will be universal and non-voluntary as is required by statute.

16.3 Retirement Benefits – Employees Who Become Members of CCCERA After December 31, 2012.

A. For employees who become members of the Contra Costa County Employees Retirement Association (CCCERA) after December 31, 2012, retirement benefits are governed by the California Public Employees Pension Reform Act of 2013 (PEPRA), (Chapters 296, 297, Statutes of 2012). To the extent PEPRA conflicts with any provision of this Agreement, PEPRA will govern.

B. For employees who become members of the Contra Costa County Employees Retirement Association (CCCERA) after December 31, 2012, 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. The County will seek legislation amending the County Employees Retirement Law of 1937 to clarify that the current Tier III disability provisions apply to employees who, under PEPRA, become New Members of CCCERA. As soon as feasible, the County and the Association shall work actively and cooperatively, in good faith, in support of the legislation. The Association must support the legislation, in addition to the County, by calling and sending a letter (on Association letterhead) in support of the bill to the state legislator sponsoring the bill, on or before the date specified by the County. In addition, if requested by the County, the Association must testify in support of the bill before the state legislative committees considering the bill. The parties' obligation hereunder shall continue until the effective date of such legislation, notwithstanding the failure to obtain such legislation in any particular legislative session, unless otherwise mutually agreed upon by the County and the Association.

SECTION 17 – PROFESSIONAL EXPENSES

17.1 Reimbursement for Professional Expenses. The County shall reimburse each Deputy District Attorney up to a maximum of six hundred dollars ($600) for each fiscal year for the following types of expenses: membership dues in legal, professional associations; purchase of legal publications; legal on-line computer services; and training and travel costs for educational courses related

to the duties of a Deputy District Attorney; and software and hardware from a standardized County approved list or with Department Head approval. Each Deputy District Attorney agrees to comply with the provisions of the Computer Use and Security Policy adopted by the Board of Supervisors. Certification regarding compliance with the County's Computer Use and Security Policy may be required.

The reimbursement of training expenses includes books and is governed by any Administrative Bulletins on Travel or Training.

Each professional development reimbursement request must be approved by the Department Head and submitted through the regular demand process. Demands must be accompanied by proof of payment (copy of invoice or receipt).

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

17.2 California State Bar Membership Dues. The County will pay, on behalf of Deputy District Attorneys, California State Bar membership dues (but not penalty fees) and for criminal specialization fees. To be eligible, an employee must be employed as a Deputy District Attorney with the Contra Costa County District Attorney's Office as of January 1 of each calendar year.

The Office of the District Attorney will notify the Auditor-Controller by January 10th of each year the count of eligible attorneys and the amount to be paid to the State Bar.

The Auditor-Controller will prepare one check to the State Bar of California for annual membership dues by January 20th.

The Office of the District Attorney will process payment and any required documentation to the State Bar of California by January 30, of each year.

SECTION 18 – BILINGUAL PAY DIFFERENTIAL

A monthly salary differential will be paid to incumbents of positions requiring bilingual proficiency as designated by the Appointing Authority and the Director of Human Resources. The differential will be prorated for employees working less than full time and/or on an unpaid leave of absence during any given month. The differential is one hundred dollars ($100.00) per month.

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

SECTION 19 – WORKERS' COMPENSATION

A permanent non-safety employee shall continue to receive the appropriate percent of regular monthly salary for all accepted claims filed before January 1, 2000. For all accepted claims filed with the County on or after January 1, 2000, the percentage of pay for employees entitled to Workers' Compensation shall be decreased from eighty-seven

percent (87%) to eighty-six percent (86%). For all accepted claims filed with the County on or after January 1, 2007, the percentage of regular monthly salary for employees entitled to Workers' Compensation shall be decreased from eighty-six percent (86%) to eighty percent (80%). For all accepted claims filed with the County on or after January 1, 2008, the percentage of regular monthly salary for employees entitled to Workers' Compensation shall be decreased from eighty percent (80%) to seventy-five percent (75%). If Workers' Compensation becomes taxable, the County agrees to restore the original benefit level (100% of monthly salary) and the parties shall meet and confer with respect to funding 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. Permanent employees shall continue to receive the appropriate percentage as outlined above of their regular monthly salary during any period of compensable temporary disability not to exceed one year. Payment of continuing pay and/or temporary disability compensation shall be made in accordance with Part 2, Article 3 of the Workers' Compensation Laws of California. "Compensable temporary disability absence" for the purpose of this Section, is any absence due to work connected disability which qualifies for temporary disability compensation under Workers' Compensation Law set forth in Part 2, Article 3 of the Workers' Compensation Laws of California.. When any disability becomes medically permanent and stationary and/or maximum medical improvement, the salary provided in 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.

The County contribution to the employee's group medical plan shall continue during any period of compensable temporary disability absence.

Employees shall be entitled to a maximum of one (1) year of continuing pay benefits for any one (1) injury or illness.

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 supervisor of the appointment at least three (3) working days prior to the appointment or as soon as the employee 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. Applicable Pay Beyond One Year. If an injured employee remains eligible for temporary disability beyond one (1) year, applicable salary will continue by integrating sick leave and/or vacation accruals with Workers' Compensation benefits. If salary integration is no longer available, Workers' Compensation benefits will be paid directly to the employee as prescribed by Workers' Compensation laws.

E. Rehabilitation Integration. An injured employee who is eligible for Workers' Compensation Rehabilitation Temporary Disability benefits and whose disability is medically permanent and stationary and/or reaches maximum medical improvement, will continue to receive applicable salary by integrating sick leave and/or vacation accruals with Workers' Compensation Rehabilitation Temporary Disability benefits until those accruals are exhausted.

Thereafter, the Rehabilitation Temporary Disability benefits will be paid directly to the employee.

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.

G. 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

SECTION 20 – LONGEVITY PAY

A. **Longevity Differential.** Permanent, full-time and part-time employees who have completed ten (10) years of Contra Costa County service will receive a two and one-half percent (2.5%) longevity differential effective on the first day of the month

following the month in which the employee qualifies for the ten (10) year service award.

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

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

SECTION 21 – DEFERRED COMPENSATION INCENTIVE

A. The County will contribute eighty-five dollars ($85) per month to each employee who participates in the County's Deferred Compensation Plan. To be eligible for this Deferred Compensation Incentive, the employee must contribute to the deferred compensation plan as indicated below.

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

Employees who discontinue contributions or who contribute less than the required amount per month for a period of one (1) month or more will no longer be eligible for the eighty-five dollar ($85) Deferred Compensation Incentive. To reestablish eligibility, employees must again make a Base Contribution Amount as set forth above based on current monthly salary. Employees with a break in deferred compensation contributions either because of an approved medical leave or an approved financial hardship withdrawal will not be required to reestablish eligibility. Further, employees who lose eligibility due to displacement by layoff, but maintain contributions at the required level and are later employed in an eligible position, will not be required to reestablish eligibility.

B. Special Benefit for Permanent Employees Hired on and after January 1, 2011:

1. Beginning on April 1, 2011 and for the term of this Agreement, the County will contribute one hundred and fifty dollars ($150) per month to an employee's account in the Contra Costa County Deferred Compensation Plan, or other tax-qualified savings program designated by the County, for employees who meet all of the following conditions:

   a. The employee must be hired by Contra Costa County on or after January 1, 2011.

   b. The employee must be appointed to a permanent position. The position may be either full time or part time, but if it is part time, it must be designated, at a minimum, as 20 hours per week.

   c. The employee must have been employed by Contra Costa County for at least 90 calendar days.

   d. The employee must contribute a minimum of twenty-five dollars ($25) per month to the Contra Costa County Deferred Compensation Plan, or other tax-qualified savings program designated by the County.

   e. The employee must complete and sign the required enrollment form(s) for his/her deferred compensation account and submit those forms to the Human Resources Department, Employee Benefits Services Unit.

   f. The employee may not exceed the annual maximum contribution amount allowable by the United States Internal Revenue Code.

C. No Cross Crediting: The amounts contributed by the employee and the County pursuant to Subsection B do not count towards the "Qualifying Base Contribution Amount" or the "Monthly Contribution Required to Maintain Incentive Program Eligibility" in Subsection A. Similarly, the amounts contributed by the employee and the County pursuant to Subsection A do not count towards the employee's $25 per month minimum contribution required by Subsection B.

D. Maximum Annual Contribution: All of the employee and County contributions set forth in Subsections A and B will be added together to ensure that the annual maximum contribution to the employee's deferred compensation account does not exceed the annual maximum contribution rate set forth in the United States Internal Revenue Code.

E. Deferred Compensation Plan – Loan Provision: On June 26, 2012 the Board of Supervisors adopted Resolution 2012/298 approving a side letter with the Coalition Unions to allow a Deferred Compensation Plan Loan Program effective June 26, 2012. The following is a summary of the provisions of the loan program:

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

SECTION 22 – ANNUAL ADMINISTRATIVE LEAVE

A. On January 1st of each year, full-time employees in paid status and in the classifications of District Attorney – Basic Level, Deputy District Attorney – Advanced, and Deputy District Attorney Fixed Term will be credited with ninety-four (94) hours of paid Administrative Leave. Employees appointed after July 1st will be credited for forty-seven (47) hours of annual administrative leave on the first succeeding January 1st and will be credited for ninety-four (94) hours annually thereafter. Annual Administrative leave must be used during the calendar year in which it is credited and any unused hours may not be carried forward.

B. Permanent part-time employees are eligible for administrative leave on a prorated basis, based upon their position hours. Permanent-intermittent employees are not eligible for administrative leave.

C. Employees appointed (hired or promoted) are eligible for administrative leave on the first day of the month following their appointment date and will receive annual administrative leave in accordance with subsection A., above.

SECTION 23 – VACATION BUY-BACK

A. For Employees Hired Before January 1, 2012:

Deputy District Attorney – Basic Level, Deputy District Attorney – Advanced, and Deputy District Attorney Fixed Term, may elect payment of up to one-third (1/3) of their annual vacation accrual, subject to the following conditions: (1) the choice can be made only once in each calendar year; (2) payment is based on an hourly rate determined by dividing the employee's monthly salary by 173.33; and (3) the maximum number of vacation hours that may be paid in any calendar year is one-third (1/3) of the annual accrual.

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

B. For Employees Hired On and After January 1, 2012.

Employees promoted or hired by the County into any classification represented by the Deputy District Attorneys Association on and after January 1, 2012, are not eligible for the Vacation Buy-Back benefit. However, any employee who was eligible for a Vacation Buy-Back benefit before promoting into a classification represented by the Deputy District Attorneys Association will retain that benefit after promoting into a classification represented by the Deputy District Attorneys Association.

SECTION 24 – SICK LEAVE INCENTIVE

Employees may be eligible for a payoff of a part of unused sick leave accruals at separation. This program is an incentive for employees to safeguard sick leave accruals as protection against wage loss due to time lost for injury or illness. Payoff must be approved by the Director of Human Resources, and is subject to the following conditions:

A. The employee must have resigned in good standing.

B. Payout is not available if the employee is eligible to retire.

C. The balance of sick leave at resignation must be at least seventy percent (70%) of accruals earned in the preceding continuous period of employment excluding any

sick leave use covered by the Family and Medical Leave Act, the California Family Rights Act, or the California Pregnancy Disability Act.

D. Payout is by the following schedule:

Years of Continuous Service	Payment of Unused Sick Leave Payable
3 - 5 years	30%
5 - 7 years	40%
7 plus years	50%

E. No payoff will be made pursuant to this section unless the Contra Costa County Employees' Retirement Association has certified that an employee requesting a sick leave payoff has terminated membership in, and has withdrawn his or her contributions from, the Retirement Association.

F. It is the intent of the Board of Supervisors that payment pursuant to this section precludes County retirement benefits resulting from employment by this County or Districts governed by the Board.

SECTION 25 – COMPUTER VISION CARE (CVC) USERS EYE EXAM

Employees are eligible to receive an annual eye examination on County time and at County expense provided that the employee regularly uses a video display terminal at least an average of two (2) hours per day as certified by their department.

Employees certified for examination under this program must make their request through the Benefits Service Unit of the County Human Resources Department. Should prescription CVC eyeglasses be prescribed for the employee following the examination, the County agrees to provide, at no cost, basic CVC eye wear consisting of a fifty dollar ($50) 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 26 – LONG-TERM DISABILITY INSURANCE

The County will continue in force the Long-Term Disability Insurance program with a replacement limit of eighty-five percent (85%) of total monthly base earnings reduced by any deductible benefits.

SECTION 27– ATTORNEY FIXED-TERM CLASSES

A. The Fixed-Term (2KWD) attorney class is ineligible for the following benefits:

1. Longevity Pay Plan

2. Management Life Insurance

3. Management Long-Term Disability

B. Employees in the Fixed-Term Attorney class will be credited hours paid administrative leave each January 1, subject to the provisions of the MOU.

SECTION 28 – LAW SCHOOL STUDENT LOAN REIMBURSEMENT PROGRAM

For purposes of retention and to bridge the gap between the newer attorneys and those attorneys that qualify for longevity pay.

A. Eligibility: Fixed term employees and those employees that are converted from fixed term to regular employees. The measuring period runs from date of hire to anniversary date. Such payments shall only be made to employees on the payroll as of the date of ratification of this agreement.

B. Qualifying amounts and terms:

i. If during or upon completion of the third consecutive year of employment as a full-time Deputy District Attorney Fixed-Term employee (hereafter "fixed term employee"), a fixed term employee is employed as a Deputy District Attorney - Basic Level (hereafter "regular employee"), such employee is eligible to receive $2,000 for purposes of reimbursement for law school student loan payments.

ii. For those employees that are not retained and not converted to regular employees, upon completion of their ninth consecutive month of employment in their third year, an amount not to exceed $1000 will be payable to eligible employees.

iii. After conversion from a fixed-term employee to a regular employee in the fourth full year of employment with the County, at the conclusion of twelve consecutive months of service, the eligible Deputy District Attorneys are eligible to receive $3000 for purposes of reimbursement for law school student loan payments.

iv. After the completion of the fifth full year of employment as a regular full-time employee, (twelve consecutive months of service) the eligible Deputy District Attorneys are eligible to receive $4000 for purposes of reimbursement for law school student loan payments.

v. After the completion of the sixth full year of employment as a regular full-time employee, (twelve consecutive months of service) the eligible Deputy

District Attorneys are eligible to receive $6000 for purposes of reimbursement for law school student loan payments.

vi. For persons employed less than forty hours per week, the law school reimbursement amount shall be adjusted proportionately to the percentage of time the person is actively working throughout the respective year.

vii. For each claim for reimbursement, employee must supply documentation reflecting the existence of an outstanding student loan.

viii. This program is not available to those attorneys that have paid off their law school student loans or to those attorneys that have not incurred student loans.

ix. The law school loan reimbursement program will not exceed $15,000 for any one person.

x . The above payments are subject to applicable state and federal withholding, if any.

SECTION 29 – SERVICE AWARDS

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

The following procedure shall apply with respect to service awards:

1. Presentation Before the Board of Supervisors
An employee with 20 or more years of service may go before the Board of Supervisors to receive his/her service award.

When requested by the Department, the Human Resources Department will make arrangements for the presentation ceremony before the Board of Supervisors and notify the Department as to the time and date of the Board meeting.

2. Service Award Day Off
Employees with 15 or more years of service are entitled to take a day off with pay at each five (5) year anniversary.

SECTION 30 – LOSS OR DAMAGE TO PERSONAL PROPERTY

The loss or damage to personal property of employees is subject to reimbursement. Reimbursement shall be limited to the actual cost to repair damages. Reimbursement for items damaged beyond repair shall be limited to the actual value of the item at the time

of loss or damage but not more than the original cost. Reimbursement for loss or damage of personal property shall be in accordance with Administrative Bulletin 518.2 (May 23, 1989).

SECTION 31 – 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 32 - SCOPE OF AGREEMENT AND SEVERABILITY OF PROVISIONS

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

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

32.2 Severability 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.

32.3 Personnel Management Regulations. The Personnel Management Regulations formerly governed the District Attorneys as non-represented management. The Deputy District Attorney Association was formally recognized as the bargaining agent of Contra Costa District Attorneys on March 17, 2007. This MOU now governs the employment of the District Attorneys subject to matters that are accepted subjects of bargaining. 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.

32.4 Duration of Agreement. This Agreement will continue in full force and effect from July 1, 2018 to and including June 30, 2022. Said Agreement shall automatically renew from year to year thereafter unless the Association or the County 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 33 – NON-HEALTHCARE / NON-GENERAL WAGE RE-OPENER

During the months of August through October, 2020, the Association may request to reopen this MOU for the limited purpose of negotiating over a specific and finite list of non-healthcare/non-general wage/non-lump sum issues identified by the Association and agreed upon by the County. The total cost to the County to address the issues that the Association requests to negotiate about during the re-opener will be limited to the Association's share of $2 million that will be allocated among the nine unions of the 2018 Healthcare Coalition. The $2 million will be divided on a per capita basis of total union-represented employees per union as of October 1, 2018. These per capita figures will be provided to the County in one document by the Healthcare Coalition along with the request to reopen the MOU. The $2 million will have a start date no earlier than January 1, 2021.

SECTION 34 – STATE BAR FINGERPRINTING REQUIREMENT

New California Rule of Court 9.9.5, requires active licensed attorneys in California to be re-fingerprinted by April 30, 2019, without penalty. Employees who are active licensed attorneys may have their fingerprinting done via the Live Scan service in the Human Resources Department at no cost to the employee. If an employee chooses to obtain fingerprinting services from another provider, any costs of such services will be at the employee's sole expense.

ATTACHMENTS

ATTACHMENT A **CLASS AND SALARY LISTING**

ATTACHMENT B **MEDICAL/DENTAL PLANS COPAYS**

DEPUTY DISTRICT ATTORNEYS' ASSOCIATION

CLASS AND SALARY LISTING
as of
JULY 1, 2018

			Salary Range		
Job Code	**Class Title**	**Flex Staff (F) / Deep Class (D)**	**From**	**To**	**Performance**
2KWD	DEPUTY DISTRICT ATTORNEY-FT	F	$7,424.71	$7,981.66	N/A
2KTF	DEPUTY DISTRICT ATTORNEY-BASIC	F, D	$10,295.09	$12,543.57	$13,178.59
2KTG	DEPUTY DISTRICT ATTORNEY-ADV	F, D	$12,537.25	$13,838.77	$14,539.36

CLASS AND SALARY LISTING
as of
JANUARY 1, 2019

			Salary Range		
Job Code	**Class Title**	**Flex Staff (F) / Deep Class (D)**	**From**	**To**	**Performance**
2KWD	DEPUTY DISTRICT ATTORNEY-FT	F	$7,795.94	$8,380.75	N/A
2KTF	DEPUTY DISTRICT ATTORNEY-BASIC	F, D	$10,809.85	$13,170.75	$13,837.51
2KTG	DEPUTY DISTRICT ATTORNEY-ADV	F, D	$13,164.11	$14,530.71	$15,266.33

ATTACHMENT B
Deputy District Attorney's Association

MEDICAL/DENTAL PLANS
July 1, 2018 through June 30, 2022

Covered Offered

The County offers the following Plans:
Contra Costa Health Plans (CCHP), Kaiser Permanente, Health Net, Delta Dental PPO and Delta Care HMO.

Co-Pays and Co-Insurance

The medical plan co-pays are as follows:

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

KAISER PERMANENTE HDHP	$1500 Deductible Per Person (Single Coverage) $3000 Deductible Per Family 10% Office Visit Coinsurance (After Deductible) 10% Urgent Care Coinsurance (After Deductible) 10% Lab & X-Ray Coinsurance (After Deductible) $10 Generic Rx (After Deductible) $30 Brand-Name Rx (After Deductible) 10% Inpatient Hospitalization Coinsurance (After Deductible) 10% Outpatient Surgery & ER Coinsurance (After Deductible) $3000 per Person Annual Out of Pocket Maximum $6000 per Family Annual Out of Pocket Maximum
HEALTH NET HMO Plan A:	$10 Office Visit $10 Preferred Generic RX $20 Preferred Brand RX $35 Non-Preferred Brand or Generic RX $25 Emergency Room
HEALTH NET HMO Plan B:	$20 Office Visit $50 Urgent Care Visit $1000 Inpatient Hospital Co-pay $500 Out-Patient Surgery Co-pay $100 Emergency Room Co-pay $10 Preferred Generic RX $20 Non-Preferred Brand RX $35 Non-Preferred Brand or Generic RX $2000 per person and $6000 per family Annual Out of Pocket Maximum
HEALTH NET PPO Plan A:	$10 Office Visit in network $5 Preferred Generic RX $5 Preferred Brand RX $5 Non-Preferred Brand or Generic RX $50 Emergency Room Deductible, 10% Co-Insurance

CONTRA COSTA COUNTY
DEPUTY DISTRICT ATTORNEYS' ASSOCIATION

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