MEMORANDUM OF UNDERSTANDING

BETWEEN

CONTRA COSTA COUNTY

AND

PROFESSIONAL AND TECHNICAL ENGINEERS IFPTE, LOCAL 21

JULY 1, 2016 – JUNE 30, 2019

PROFESSIONAL AND TECHNICAL ENGINEERS
IFPTE, LOCAL 21

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APPENDIX

MEMORANDUM OF UNDERSTANDING
BETWEEN
CONTRA COSTA COUNTY
AND
PROFESSIONAL & TECHNICAL ENGINEERS, LOCAL 21, AFL-CIO

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

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

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

This MOU shall be presented to the Contra Costa County Board of Supervisors, as the governing board of the County and appropriate fire districts, as the joint recommendations of the undersigned for salary and employee benefit adjustments for the period commencing July 1, 2016 and ending June 30, 2019**.**

DEFINITIONS

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

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

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

County: Contra Costa County.

Demotion: 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 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.

Higher Pay-Higher Class: When an employee in a permanent position is required to work in a higher paid classification, the employee shall receive the higher compensation for such work, pursuant to Section 5.13 – Pay for Work in Higher Classification, plus any differentials and incentives the employee would have received in their regular position. Unless the Board has by resolution otherwise specified, the higher pay shall begin on the twenty-first calendar day of the new assignment. The County Administrator shall issue regulations specifying policy and procedures to implement this provision and shall, on request of appointing authorities, make required determinations pursuant to it.

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.

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.

Temporary Employment: Any employment that requires the services of an incumbent for a limited period of time, paid on an hourly basis, not in an allocated position or in permanent status. In additional to an hourly wage, temporary employees are entitled only to those special pays or benefits specifically identified for temporary employees in Appendix F. If a special pay or benefit that is described in this MOU does not specifically reference temporary employees or the special pay or benefit is not included in Appendix F, then the special pay or benefit does not apply to temporary employees. For temporary employees who are retired from County service, the subjects of health benefits, dental benefits, and retirement benefits are excluded from the scope of representation by Union.

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: International Federation of Professional & Technical Engineers (IFPTE) Local 21.

SECTION 1 - ORGANIZATION RECOGNITION

Professional & Technical Engineers, Local 21, AFL-CIO is the formally recognized employee organization for the representation units listed below, and such employee organization has been certified as such pursuant to Board of Supervisors' Resolution 81/1165.

Supervisory Unit – see Appendix A

Non-Supervisory Unit – see Appendix B

Unit C – see Appendix C

SECTION 2 - UNION SECURITY

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

2.2 Agency Shop.

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

B. All employees hired, transferred, or promoted into a classification represented by Local 21 (except for those management classifications listed in Appendix D) on or after the date this MOU is adopted by the Board of Supervisors, and continuing until the termination of this MOU, shall either:

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

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

3. Do both of the following:

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

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

C. The Union shall provide the County with a copy of the Union's Hudson Procedure for the determination and protest of its agency shop fees. The Union shall provide a copy of said Hudson Procedure to every fee payer covered by this MOU within one (1) month from the date it is approved and annually thereafter, and as a condition to any change in the agency shop fee.

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

E. The Union will comply with the financial disclosure requirements set forth in California Government Code section 3502.5(f), or as otherwise required by law.

F. Compliance.

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

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

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

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

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

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

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

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

2.5 Withdrawal of Membership. By notifying the Auditor-Controller's Office in writing, between May 1 and May 31 any employee may withdraw from Union membership and discontinue paying dues as of the payroll period commencing on June 1. The discontinuance of dues payments will then be reflected in the July 10 paycheck. After May 31, the Auditor-Controller’s Office shall submit a copy of any written withdrawal request with a time and date stamp from the Auditor-Controller’s Office along with a list of the employees who have rescinded their authorization for dues deduction to the Human Resources Department for distribution to the Union.

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

Representatives of the Union, not on County time, are permitted to place a supply of employee literature at specific locations in County buildings, if arranged through the Appointing Authority or designated representative; said representatives may distribute Union literature in work areas (except work areas not open to the public) if the nature of the literature and the proposed method of distribution are compatible with the work environment and the County work in progress.

The Union may have access to work locations in which it represents employees for the following purposes:

A. to post literature on bulletin boards;

B. to arrange for use of a meeting room;

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

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

E. to ascertain whether the terms and conditions of the MOU are being complied with.

In the application of this provision, the Union must make advance arrangements, including disclosure of which of the above purposes is the reason for the visit, with the department representative in charge of the work area, and the visit must not interfere with County services.

2.7 Use of County Buildings. The Union is allowed the use of areas normally used for meeting purposes for meetings of County employees when:

A. such space is available; and

B. there is no additional cost to the County; and

C. it does not interfere with normal County operations, nor interfere with any employee's work responsibilities; and

D. employees in attendance are not on duty and are not scheduled for duty; and

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

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

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

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

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

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

2.9 Written Statement for New Employees. The County will provide a written statement to each new employee hired into a classification represented by the Union, that the employee's classification is represented by the Union and the name of a representative of the Union. The County will provide the employee with a packet of information which has been supplied by the Union and approved by the County. The County will provide an opportunity for the Union to make a fifteen (15) minute presentation at the new employee orientation meetings. Should the Union require additional time, such request will be made to the Department Head or his/her designee for approval.

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

A. Initial Determination. When a new class title is established, the Labor Relations Manager will review the composition of existing representation units to determine the appropriateness of including some or all of the employees in the new class in one or more existing representation units, and within a reasonable period of time will mail notice to all recognized employee organizations of his/her determination.

B. Final Determination. His/her determination is final unless within ten (10) days after mailing of the notice, a recognized employee organization requests, in writing, to meet and confer thereon.

C. Meet and Confer and Other Steps. The Labor Relations Manager, or designee, will meet and confer with such requesting organizations (and with other recognized employee organizations where appropriate) to seek agreement on this matter within sixty (60) days after the request in Subsection B, unless otherwise mutually agreed. Thereafter, the procedures in cases of disagreement, arbitration referral and expenses, and criteria for determination, are governed by Board of Supervisors' Resolution 81/1165.

2.11 T.J. Anthony Fund. Employees in classifications represented by IFPTE Local 21 may make a voluntary, monthly contribution to the T. J. Anthony Fund through the County's payroll system. Monthly contributions will be deducted from employees' pay by the County and remitted to IFPTE Local 21, T.J. Anthony Fund. The T.J. Anthony Fund is the Union's political action fund.

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

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

There shall be no discrimination because of Union membership or legitimate Union activity against any employee or applicant for employment by the County or anyone employed by the County.

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

SECTION 4 - SHOP STEWARDS AND OFFICIAL REPRESENTATIVES

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

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

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

C. Meetings scheduled at reasonable times agreeable to all parties, required for settlement of grievances filed pursuant to Section 20 Grievance Procedure of this MOU.

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

E. If they are designated as spokesperson or representative of the Union and as such make representations or presentations at meetings or hearings on wages, salaries, benefits, 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.

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

G. To attend examination appeal board hearings to assist an employee in making a presentation.

4.2 Union-Sponsored Training Programs. The County will provide the Union a maximum of one-hundred eighty (180) hours per year of release time for union designated stewards and/or officers to attend union-sponsored training programs.

Requests for release time are required to be provided in writing to the Department and the County Human Resources Department at least fifteen (15) calendar days in advance of the time requested. Department Heads, or designee, will reasonably consider each request and notify the affected employee whether such request is approved within seven (7) calendar days of receipt of the request.

4.3 Union Representatives. Official representatives of the Union shall be allowed time off on County time for meetings during regular working hours when formally meeting and conferring in good faith or consulting with the Labor Relations Manager or other management representatives on matters within the scope of representation, provided that advance arrangements for the time away from the work station or assignment are made with the appropriate Department Head.

4.4 Release Time for Successor Bargaining. The County must permit a total of ten (10) Union members (including any alternates) paid release time to participate in scheduled bargaining sessions with the County that take place during the employee's regular work hours. If the scheduled bargaining session falls on the day off of a Union participant, the County will not pay that employee for that time.

4.5 Labor Management Committee: Upon contract approval, a Labor Management Committee will be established. No action of the committee shall contravene (overturn and contradict) any term or provision of the Agreement between Contra Costa County and the Union.

This Labor Management Committee will have equal representation from both the County and the Union, with five (5) representatives each. Union Committee members will represent a cross-section of the County, with representation from multiple Departments. The Committee will meet at minimum on a quarterly basis, and in addition, as needed to address matters the parties agree are of mutual concern that arise during the course of this Agreement. At the inaugural meeting, the Committee will establish ground rules for conduct of the Committee. At least one week prior to each Committee meeting, the parties agree to establish, an Agenda, including issues for discussion during the Committee meeting. By mutual agreement, the Committee is specifically empowered to establish subcommittees.

Issues regarding on-call/call-back pay will be included on the agenda for meetings of the Labor/Management Committee at the request of either party.

SECTION 5 - SALARIES

5.1 General Wages.

A. 1. a. Effective July 1, 2016, or the first day of the month following approval by the Board of Supervisors, whichever is later, the base rate of pay for classifications represented by the Union will be increased by four percent (4%).

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

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

d. The wage increases set forth in this section 5.1.A.1, above, do not apply to those classifications listed in Section 5.1.A.3 below.

2. Effective July 1, 2016, or the first day of the month following approval by the Board of Supervisors, whichever is later, the County will adjust the top steps in the classifications listed below so that those classes will have a top step at least 5% greater than the top step of the class of Charge Nurse (VWTF):

ASST DIRECTOR OF SAFETY & PERF IMPR	VWGB
CHIEF NURSING INFORMATICS OFC	VWDH
CHIEF OF DET HLTH NURSING SVCS	VWDG
DIR OF SAFETY & PERF IMPROVEME	VWFA
DIRECTOR OF AMBULATORY CARE NS	VWDC
DIRECTOR OF PSYCH NURSING SVCS	VWDD
DIRECTOR, INPATIENT NURSING OP	VWDF
HEALTH PLAN NURSE PROGRAM DIRECTOR	VRFA

3. Effective July 1, 2016, or the first day of the month following approval by the Board of Supervisors, whichever is later, the following classes will be adjusted as described below and such classes will receive future increases necessary to maintain such adjustments. These classifications will not receive the wage increases set forth in Section 5.1.A.1 above:

   a. Pre-Hospital Care Coordinator (VBSG)
   The salary schedule of the Pre-Hospital Care Coordinator (VBSG) will be the same as the Registered Nurse – Experienced Level (VWXD). Effective January 1, 2017, the salary schedule of the Pre-Hospital Coordinator will be the same as Registered Nurse (VWXG).

   b. Nursing Program Manager (VWHF)
   In the event the difference between the top step base rate of pay for Nursing Program Manager (VWHF) and the Charge Nurse (VWTF) is less than 5%, the County will adjust all steps in the Nursing Program Manager class in order to achieve a difference of 5% at the top step between the two classes.

   c. Utilization Review Manager (VWHG)
   In the event the difference between the top step base rate of pay for Utilization Review Manager (VWHG) and the Charge Nurse (VWTF) is less than 5%, the County will adjust all steps in the Utilization Review Manager class in order to achieve a difference of 5% at the top step between the two classes.

   d. Nursing Shift Coordinator (VWHH)
   In the event the difference between the top step base rate of pay for Nursing Shift Coordinator (VWHH) and the Charge Nurse (VWTF) is less than 5%, the County will adjust all steps in the Nursing Shift Coordinator class in order to achieve a difference of 5% at the top step between the two classes.

   e. Ambulatory Care Clinical Supervisor (VWHJ)
   In the event the difference between the top step base rate of pay for Ambulatory Care Clinical Supervisor (VWHJ) and the Charge Nurse (VWTF) is less than 5%, the County will adjust all steps in

the Ambulatory Care Clinical Supervisor class in order to achieve a difference of 5% at the top step between the two classes.

f. Infection Control Coordinator (VWSF)
The salary schedule of the Infection Control Coordinator (VWSF) shall be the same as the Clinical Nurse Specialist (VWTA).

g. Advice Nurse Supervisor (VWHN)
In the event the difference between the top step base rate of pay for Advice Nurse Supervisor (VWHN) and the Advice Nurse II (VWTB) is less than 5%, the County will adjust all steps in the Advice Nurse Supervisor class in order to achieve a difference of 5% at the top step between the two classes. Effective January 1, 2017, reference to Advice Nurse II (VWTB) will be replaced with Advice Nurse (VWSN).

h. Public Health Nurse Program Manager (VWHL)
In the event the difference between the top step base rate of pay for Public Health Nurse Program Manager (VWHL) and the Public Health Nurse (VVXA) is less than 5%, the County will adjust all steps in the Public Health Nurse Program Manager class in order to achieve a difference of 5% at the top step between the two classes.

i. Advice Nurse Manager (VWHK)
In the event the difference between the top step base rate of pay for Advice Nurse Manager (VWHK) and the Advice Nurse Supervisor (Local 21 class of VWHN) is less than 5%, the County will adjust all steps in the Advice Nurse Manager class in order to achieve a difference of 5% at the top step between the two classes.

j. Utilization Review Coordinator (VWSD)
In the event the difference between the top step base rate of pay for Utilization Review Coordinator (VWSD) and the Registered Nurse – Experienced Level (VWXD) is less than 2.5%, the County will adjust all steps in the Utilization Review Coordinator class in order to achieve a difference of 2.5% at the top step between the two classes. Effective January 1, 2017, reference to Registered Nurse – Experienced Level (VWXD) will be replaced with Registered Nurse (VWXG).

B. Management Longevity Pay:
The following longevity differentials do not apply to employees who are eligible to receive the Nurse Manager Longevity Differentials set forth in Section 42.15 of this MOU.

1. Ten Years of Service: Employees who have completed ten (10) years of service for the County are eligible to 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.

2. Fifteen Years of Service: Employees who have completed fifteen (15) years of service for the County are eligible to receive an additional 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. Conversion of Performance Pay Steps to Merit Steps. Effective July 1, 2016, or the first day of the month following adoption of this MOU, whichever is later, performance pay steps will be converted to merit pay steps for classifications with performance pay steps. If an employee is receiving performance pay on the effective date of this provision, the performance pay step will be the employee's new merit step. For example, if an employee's classification has five merit steps and a step 6 for performance pay, on the effective date of this provision, if the employee was receiving the performance pay, the employee will be on the new merit step six going forward. This paragraph does not impact an employee's anniversary date. This paragraph eliminates performance pay for classifications represented by the Union. To the extent that this paragraph is inconsistent with any other County enactment, regulation, or policy, including but not limited to resolutions of the Board of Supervisors, the provisions of this paragraph will prevail.

5.2 <u>Entrance Salary.</u> Except as otherwise permitted in deep class resolutions, new employees shall generally be appointed at the minimum step of the salary range established for the particular class of position to which the appointment is made. However, the appointing authority may fill a particular position at a step above the minimum of the range.

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

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

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

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

D. Transfer, Reallocation & Reclassification. The anniversary date of an employee who is transferred to another position or one whose position has been reallocated or reclassified to a class allocated to the same salary range or to a

salary range which is within five percent (5%) of the top step of the previous classification, remains unchanged.

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

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

5.4 Merit Adjustments and Increments Within Range. The performance of each employee, except those of employees already at the maximum salary step of the appropriate salary range, shall be reviewed on the anniversary date as set forth in Section 5.3 – Anniversary Dates, to determine whether the salary of the employee shall be advanced to the next higher step in the salary range. Based upon review of each employee's duties and performance, the appointing authority or designee may authorize advancement to the next higher step in the salary range. The appointing authority may also recommend denial of the increment or may deny and recommend one additional review at some specified date before the next anniversary, which must be set at the time the original report is returned. Merit increase will be awarded for satisfactory performance and there shall be no limit to the number of employees receiving a merit increment in any given year.

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

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

per week in the employee's part-time work schedule bears to the number of hours in the full-time work schedule of the department.

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

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

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

5.8 Salary Reallocation & Salary on Reallocation.

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

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

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

D. In the event of reallocation to a deep class, the provisions of the deep class resolution and incumbent salary allocations, if any, shall supersede Section 5.10.

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

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

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

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

5.12 Salary on Transfer. An employee who is transferred from one position to another as described under Transfer (Section 17) shall be placed at the step in the salary range of the new class which equals the rate of pay received before the transfer. In the event that the steps in the range for the new class do not contain the same rates as the range for the old class, the employee shall be placed at the step of the new

range which is next above the salary rate received in the old range; or if the new range does not contain a higher step, the employee shall be placed at the step which is next lower than the salary received in the old range.

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

However, if the deep class transfer occurs to or from a deep class with specified levels identified for certain positions and their incumbents, the employee's salary in the new class shall be set in accordance with the section on Salary on Promotion (Section 5.9) if the employee is transferring to another class or to a level in a deep class for which the salary is at least five percent (5%) above the top base step of the deep class level or class in which they have status currently.

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

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

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

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

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

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

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

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

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

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

5.14 <u>Payment.</u> On the tenth (10th) day of each month, the Auditor will draw a warrant upon the Treasurer in favor of each employee for the amount of salary due the employee for the preceding month; provided however, that each employee (except those paid on an hourly rate) may choose to receive an advance on the employee's monthly salary, in which case the Auditor shall, on the twenty-fifth (25th) day of each month, draw his/her warrant upon the Treasurer in favor of such employee. The advance shall be in an amount equal to one-third (1/3) or less (at the option of the employee) of the employee's basic salary of the previous month except that it shall not exceed the amount of the previous month's basic salary less all requested or required deductions.

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

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

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

5.15 <u>Effective Date.</u> Adjustments to employee’s salaries shall be effective on the first day of the month following the month in which the adjustment is authorized by the appointing authority or designee. If an operating department verifies in writing that an administrative or clerical error was made in failing to submit the documents needed to advance an employee to the next salary step on the first of the month when eligible, said advancement shall be made retroactive to the first of the month when eligible.

SECTION 6 - DAYS AND HOURS OF WORK

6.1 Definitions:

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

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

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

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

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

F. **Workweek for Employees on Regular, Flexible, Alternate, and 4/10 Schedules:** For employees on regular, flexible, alternate, and 4/10 schedules, the workweek begins at 12:01 a.m. on Monday and ends at 12 midnight on Sunday. For employees who work in a twenty-four (24) hour facility on the Contra Costa Regional Medical Center and who are not on a 9/80 work schedule, the work week begins at 12:01 a.m. Sunday and ends at 12:00 midnight on Saturday.

G. **Workweek for Employees on a 9/80 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 work day. The end time of the workweek is four (4) hours after the start time of the eight (8) hour work day. The result is a workweek that is a fixed and regularly recurring period of seven (7) consecutive twenty four (24) hour periods (168 hours).

6.2 Holidays Observed: The County will observe the following holidays during the term covered by this Memorandum of Understanding:

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

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

General Rule: 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.

Exception: For any employee who works in a twenty-four (24) hour facility and is assigned to unit or service that operates on a shift operational cycle that includes Saturdays and Sundays, holidays are observed on the day on which they fall, regardless if it is a Saturday or Sunday.

6.3 Holidays: Employees are entitled to observe a holiday (day off work), without a reduction in pay, whenever a holiday is observed by the County.

6.4 Holidays - Flexible, Alternate, 9/80, and 4/10 Work Schedules: When a holiday falls on the regularly scheduled day off of 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 workweek as the holiday and it must be pre-approved by the employee's supervisor. The requested day off shall not be unreasonably denied. If the day off is not approved by the supervisor, it is lost. If the approved day off is a nine (9) hour workday, the employee must use one (1) hour of non-sick leave accruals. If the approved day off is a ten (10) hour workday, 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.

6.5 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 ("scheduled work hours") is less than the employee's "Part-Time employee's holiday hours," the employee is also entitled to receive flexible pay at the rate of one (1.0) times his/her base rate of pay (not including differentials) for the difference

between the employee's "scheduled work hours" and the employee's "Part-Time employee's holiday hours."

When the number of hours in a part time employee's scheduled work day that falls on a holiday ("scheduled work hours") 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.

6.6 No Overtime Pay, Holiday Pay, or Comp Time: Employees are not entitled to receive overtime pay, holiday pay, overtime compensatory time, or holiday compensatory time. Employees who are unable or not permitted to observe a holiday (take the day off), are authorized to receive overtime pay ONLY IF the employee is on the Overtime Exempt Exclusion List. This section does not apply to employees in Unit C.

6.7 Overtime Exempt Exclusion: Employees who are awarded Annual Management Administrative Leave in recognition of the extra burden their job responsibilities may sometimes place on their work schedules are overtime exempt and are not eligible for overtime pay, holiday pay, overtime compensatory time, or holiday compensatory time. However, these employees may be made eligible for overtime pay if their names are placed on the Overtime Exempt Exclusion List by the County Administrator's Office. Employees on the Overtime Exempt Exclusion list are authorized to receive overtime pay, only. These employees are NOT eligible for holiday pay, overtime compensatory time, or holiday compensatory time. Employees on the Overtime Exempt Exclusion List are also NOT eligible for Annual Management Administrative Leave for the quarter they are on the Overtime Exempt Exclusion List. The policies and the procedures for the Overtime Exempt Exclusion List are set forth in the County Administrator's memo of November 6, 2002, as may be amended. This section does not apply to employees in Unit C.

Employees may be approved for placement on the Overtime Exempt Exclusion List if and when they are assigned to a special or temporary project or task that requires persistent, excess work hours, without relief from their regular job duties. Overtime pay will not be authorized as a means to address normal staffing or operational issues.

Employees on the Overtime Exempt Exclusion List are eligible for County overtime pay, only. County overtime will only be paid for work performed in excess of the employee's scheduled work day (e.g. 8, 9, 10, or 12 hour work days, as applicable) or in excess of forty (40) hours in a work week, so long as the employee actually worked all of his/her scheduled hours in the applicable work day/work week. County overtime will be paid at the rate of one and one half (1.5) times the employee's base rate of pay (not including differentials).

6.8 Overtime Exempt Exclusion List. The County will provide the Union with a copy of the Overtime Exempt Exclusion List on a quarterly basis.

6.9 Personal Holiday Credit: Employees are entitled to accrue two (2) hours of personal holiday credit each month. Employees in Unit C will accrue four (4) 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.

6.10 Sick Leave: Employees are entitled to accrue paid sick leave credit in accordance with the provisions of the County Salary Regulations, this Memorandum of Understanding and Administrative Bulletin No. 411.7 (Sick Leave Policy) adopted on October 17, 1997, as periodically amended.

6.11 Family Care Leave: The provisions of Section 1006.3 of the Personnel Management Regulations and Resolution No. 94/416, as amended, relating to Leaves of Absence and Family Care Medical Leave apply to all employees covered by this Memorandum of Understanding, except that such employees are not entitled to Family Care or Medical Leave on a calendar year basis. Instead, such employees are entitled to at least eighteen (18) weeks of leave in a "rolling" twelve (12) month period, which period is to be measured backward from the date the employee uses FMLA leave.

6.12 Leave Without Pay - Use of Accruals: The provisions of Section 1006.6 of the Personnel Management Regulations, as amended, relating to the use of accruals while on leave without pay, apply to all employees covered by this Memorandum of Understanding.

6.13 Permanent-Intermittent Employees: Permanent Intermittent employees who work on a holiday are entitled to receive regular pay at the rate of one (1.0) times his/her base rate of pay (not including differentials) for all hours worked on the holiday.

6.14 Automated Time Keeping: The Union agrees to the implementation of an Automated Timekeeping System.

6.15 Timestamp: Temporary and Permanent Intermittent (hourly) employees must timestamp in and out as they begin their work shifts, finish their work shifts, and take meal periods.

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

6.17 No Special Benefits or Premium Pays: Employees represented by Local 21 are not entitled to receive Hazard Pay, Shift Differential pay, On-Call Duty pay, or Call-Back Time pay, except as expressly provided in Section 42 and Appendix E of this MOU.

To the extent the classifications designated in Appendix E are eligible to receive Shift Differential Pay, On-Call Duty Pay, or Call-Back Time Pay, such pays will be calculated in the following manner and pursuant to the following criteria:

1. Shift Differential Pay:

   a. Permanent full-time and permanent part-time employees in classifications designated in Appendix E may receive a shift differential of five percent (5%) for the employee's entire scheduled shift when the employee is scheduled to work for four (4) or more hours between 5:00p.m. and 9:00a.m. In order to receive the shift differential, the employee must begin work at or after 11:00 a.m. on the day the shift is scheduled to begin. Hours worked in excess of the employee's scheduled workday will count towards qualifying for the shift differential, but the employee will not be paid the shift differential on any excess hours worked.

   b. Permanent Intermittent or temporary employees in classifications designated in Appendix E may receive a shift differential of five percent (5%) for a maximum of eight (8) hours per work day and/or forty (40) hours per workweek when the employee works four (4) or more hours between 5:00p.m. and 9:00a.m. In order to receive the shift differential, the employee must start work at or after 11:00 a.m. Hours worked in excess of eight (8) hours in a workday will count towards qualifying for the shift differential, but the employee will not be paid the shift differential on any excess hours worked.

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

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

   b. The Department Head designates and approves those employees who will be assigned to on-call duty.

3. Call Back Time Pay: Permanent full-time and permanent part-time employees in classifications designated in Appendix E may receive pay for Call Back Time. Call Back Time occurs when an employee is not scheduled to work but is called back to work on County premises. An employee called back to work is entitled to receive Call Back Time Pay at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) for the actual Call Back Time hours worked plus one (1) additional hour. An employee called back to work will be paid a minimum of two (2) hours for each Call Back Time.

6.18 Unit C Overtime and Straight Time Pay. Permanent full-time and part-time employees in Unit C will be compensated for overtime at the rate of one and one-half (1.5) times their base rate of pay (excluding differentials) for authorized work performed that exceeds eight (8) hours in a day and that exceed the employee's daily scheduled hours, or forty (40) hours in a week. Work performed does not include non-worked hours.

Permanent full-time and part-time employees will be paid straight time pay at the rate of one (1.0) hour times the employee's base rate of pay (excluding differentials) for hours worked in excess of the employees daily number of scheduled hours that do not qualify for overtime pay. Employees are not entitled to compensatory time off in lieu of overtime or straight time pay.

6.19 Retiree Temporary Employee Work Hours Limitation. Any temporary employee retired from a Contra Costa County Employee Retirement Association (CCCERA) member agency who works more than 960 hours in any fiscal year for any CCCERA member agency, will not be allowed to work for the County as a retiree temporary employee in the following fiscal year.

SECTION 7 - WORKFORCE REDUCTION/LAYOFF/ REASSIGNMENT

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

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

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

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

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

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

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

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

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

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

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

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

7.2 <u>Separation Through Layoff.</u>

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

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

C. <u>Layoff By Displacement.</u>

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

2. In the Same Level or Lower Class. A laid off or displaced employee who had achieved permanent status in a class at the same or lower salary

level as determined by the salary schedule in effect at the time of layoff may displace within the department and in the class an employee having less seniority; the least senior employee being displaced first, and so on with senior displaced employees displacing junior employees.

D. Particular Rules on Displacing.

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

2. A permanent full-time employee may displace any intermittent or part-time employee with less seniority 1) in the same class as provided in Section 7.2.C.1 or, 2) in a class of the same or lower salary level as provided in Section 7.2.C.2 if no full-time employee in a class at the same or lower salary level has less seniority than the displacing employees.

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

E. Seniority. An employee's seniority within a class for layoff and displacement purposes shall be determined by adding the employee's length of service in the particular class in question to the employee's length of service in other classes at the same or higher salary levels as determined by the salary schedule in effect at the time of layoff. Employees reallocated or transferred without examination from one class to another class having a salary within five (5) percent of the former class, as provided in Section 305.2 of the Personnel Management Regulations, shall carry the seniority accrued in the former class into the new class. Employees reallocated to a new deep class upon its initiation or otherwise reallocated to a deep class because the duties of the position occupied are appropriately described in the deep class shall carry into the deep class the seniority accrued or carried forward in the former class and seniority accrued in other classes which have been included in the deep class. Service for layoff and displacement purposes includes only the employee's last continuous permanent County employment. Periods of separation may not be bridged to extend such service unless the separation is a result of layoff in which case bridging will be authorized if the employee is reemployed in a permanent position within the period of the employee's layoff eligibility. Approved leaves of absence as provided for in these rules and regulations shall not constitute a period of separation. In the event of ties in seniority rights in the particular class in question, such ties shall be broken by length of last continuous permanent County employment. If there remain ties in seniority rights, such ties shall be broken by counting total time in the department in permanent employment. Any remaining ties shall be broken by random selection among the employees involved.

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

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

H. Duration of Layoff & Reemployment Rights. The name of any person granted reemployment privileges shall continue on the appropriate list for a period of two (2) years. Persons placed on layoff lists shall continue on the appropriate list for a period of four (4) years.

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

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

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

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

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

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

4. If three (3) offers of permanent appointment to the class for which the eligible list was established have been declined by the eligible.

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

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

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

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

7.4 Special Employment Lists. The County will establish a Tactical Employment Team (TET) employment pool which will include the names of all laid off County employees. Special employment lists for job classes may be established from the pool. Persons placed on a special employment list must meet the minimum qualifications for the class. An appointment from such a list will not affect the individual's status on a layoff list(s).

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

7.5 Reassignment of Laid Off Employees. Employees who displaced within the same classification from full-time to part-time or intermittent status in a layoff, or who voluntarily reduced their work hours to reduce the impact of layoff, or who accepted a

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

7.6 Involuntary Reassignment.

Department or Program Reorganization. The County at its sole discretion may decide from time to time that reorganization of a department or program is required. When the County determines that employees affected by reorganizations must be involuntarily reassigned in their existing classification to different worksites, shifts or program areas, the County will offer to meet and confer with the Union to discuss the effects of this decision.

Reassignment due to Departmental or Program Needs. The County at its sole discretion may decide from time to time that reassignments are required due to business need. Employees may be reassigned to new worksites, shifts, or program areas. When the County determines that vacancies cannot be filled through voluntary reassignment and affected employees must be involuntarily reassigned from their existing worksites, shifts or programs, the County will offer to meet and confer with the Union to discuss the effects of this decision.

SECTION 8 - VACATIONS

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

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

8.3 **Vacation:** Employees are entitled to accrue paid vacation credit not to exceed the maximum cumulative hours as follows:

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

8.4 **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 reached 20 years of service on January 1, 2008.

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

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

Example Two:

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

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

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

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

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

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

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

8.8 Vacation Request Procedure. Employees will request leave time in writing to their immediate supervisor. The supervisor will give a written response indicating whether the request is granted or denied within ten (10) working days. In the event the request is denied, the written response will set forth the reasons for the denial. The denial of a vacation request pursuant to this section 8.8 is not subject to the Grievance Procedure set forth in Section 20 of this MOU, or to any other administrative appeal process.

8.9 Preference. Preference of vacation shall be given to employees according to their seniority in their work unit as reasonably as possible.

SECTION 9 - SICK LEAVE

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

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

Credits to and charges against sick leave are made in minimum amounts of one minute increments.

Unused sick leave credits accumulate from year to year.

When an employee is separated other than through retirement, accumulated sick leave credits shall be cancelled unless separation is involuntary and related to budget

reductions, in which case the employee may petition the County to restore accumulated credits if that employee is reemployed within the period of layoff eligibility.

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

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

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

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

Paid Sick Leave Credits means those sick leave credits provided for by County Salary Regulations and memoranda of understanding.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. Employee Responsibilities

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

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

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

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

B. Department Responsibilities. The use of sick leave may properly be denied if these procedures are not followed. Abuse of sick leave on the part of the employee is cause for disciplinary action. Departmental approval of sick leave is a certification of the legitimacy of the sick leave claim. The department head or designee may make reasonable inquiries about employee absences. The department may require medical verification for an absence of three (3) or more working days. The department may also require medical verification for absences of less than three (3) working days for probable cause if the employee had been notified in advance in writing that such verification was necessary. Inquiries may be made in the following ways:

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

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

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

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

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

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

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

9.5 <u>Disability.</u>

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

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

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

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

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

1. a statement of the leave of absence or suspension proposed;

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

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

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

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

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

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

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

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

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

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

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

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

L. If the appeal is to a Disability Review Arbitrator, the employee (and his/her representative) will meet with the County's representative to mutually select the Disability Review Arbitrator, who may be a de facto arbitrator, or a physician, or a

rehabilitation specialist, or some other recognized specialist mutually selected by the parties. The arbitrator shall hear and review the evidence. The decision of the Disability Review Arbitrator shall be binding on both the County and the employee.

Scope of the Arbitrator's Review.

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

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

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

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

M. It is understood that the benefits specified in Section 9 – Sick Leave and Section 9.6 – Workers' Compensation shall be coordinated with the rehabilitation program as determined by the labor-management committee.

N. No employee who has been granted a leave without pay or unpaid military leave shall accrue any sick leave credits during the time of such leave, nor shall an employee who is absent without pay accrue sick leave credits during the absence.

9.6 Workers' Compensation.

A. **Workers' Compensation and Continuing Pay:** For all accepted workers' compensation claims filed with the County during calendar year 2007, employees will receive eighty percent (80%) of their regular monthly salary during any period of compensable temporary disability not to exceed one (1) year. For all accepted workers' compensation claims filed with the County on or after January 1, 2008, employees will receive seventy-five percent (75%) of their regular monthly salary during any period of compensable temporary disability not to exceed one (1) year. Pay based on accepted workers' compensation claims filed before January 1, 2007, but after December 31, 1999, will be paid as provided in Resolution No. 2006/22. Pay based on accepted workers' compensation claims filed before January 1, 2000, will be paid as provided in resolution No. 96/488. If workers' compensation benefits become taxable income, the County will restore the former benefit level, one hundred percent (100%) of regular monthly salary.

B. **Waiting Period:** There is a three (3) calendar day waiting period before workers' compensation benefits commence. If the injured worker loses any time on the date of injury, that day counts as day one (1) of the waiting period. If the injured worker does not lose time on the date of the injury, the waiting period is the first

three (3) days following the date of the injury. The time the employee is scheduled to work during this waiting period will be charged to the employee's sick leave and/or vacation accruals. In order to qualify for workers' compensation the employee must be under the care of a physician. Temporary compensation is payable on the first three (3) days of disability when the injury necessitates hospitalization, or when the disability exceeds fourteen (14) days.

C. **Continuing Pay:** A permanent employee will receive the applicable percentage of regular monthly salary in lieu of workers' compensation during any period of compensable temporary disability not to exceed one year. "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 Division 4 of the California Labor Code. When any disability becomes medically permanent and stationary, the salary provided by this Section will terminate. No charge will be made against sick leave or vacation for these salary payments. Sick leave and vacation rights do not accrue for those periods during which continuing pay is received. Employees are entitled to a maximum of one (1) year of continuing pay benefits for any one injury or illness.

Continuing pay begins at the same time that temporary workers' compensation benefits commence and continues until either the member is declared medically permanent/stationary, 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 must be cleared through the County Administrator's Office, Risk Management Division.

D. **Physician Visits:** Whenever an employee who has been injured on the job and has returned to work is required by an attending physician to leave work for treatment during working hours, the employee is allowed time off, up to three (3) hours for such treatment, without loss of pay or benefits. Said visits are to be scheduled contiguous to either the beginning or end of the scheduled workday whenever possible. This provision applies only to injuries/illnesses that have been accepted by the County as work related.

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

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

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

For example:

W = $960 per month Workers' Compensation
S = $1,667 per month salary
8 = 8 hours
C= Hours to be charged to Sick Leave
C = 8 [1 – ($960 ÷ $1,667)]
C = 8 [1- (.5758)]
C= 8 (.4242)
C= 3.39

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

SECTION 10 - LEAVE OF ABSENCE

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

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

Insofar as pregnancy disability leave is used under Section 9.3.D – Sick Leave Utilization for Pregnancy Disability, that time will not be considered a part of the eighteen (18) week family leave period. Additionally, an employee may choose to remain in a pay status by using available sick leave (under conditions specified in Section 9.3 - Policies Governing the Use of Paid Sick Leave), vacation, floating holiday or compensatory time off entitlements during the eighteen (18) week family leave; however, use of accruals must be on a continuous basis from the beginning of the family leave period and may not be broken into segments used on a monthly basis. Family leave must be requested at least thirty (30) days prior to the scheduled leave commencement date unless an exigency arises.

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

1. illness, disability, or serious health condition;

2. pregnancy or pregnancy disability;

3. family care;

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

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

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

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

D. Nevertheless, a leave of absence for the employee's serious health condition or for family care (FMLA) shall be granted to an employee who so requests it for up to eighteen (18) weeks during a “rolling” twelve (12) month period measured backward from the date the employee uses his/her FMLA leave in accordance with Section 10.4 - Family Care Leave or Medical Leave, below.

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

F. When a request for leave is denied, the employee’s supervisor will provide the employee with written reason(s) for the denial. The reason(s) for the denial must be reasonable and business-related. Except in the case of leave of absence due to family care, pregnancy, pregnancy disability, illness, disability, or serious health condition, the decision of the appointing authority on granting or denying leave or early return from leave shall be subject to appeal to the Human Resources Director and not subject to appeal through the grievance procedure set forth in this MOU.

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

An employee who has been granted a military leave shall not, by reason of such absence, suffer any loss of vacation, holiday, or sick leave privileges which may be

accrued at the time of such leave, nor shall the employee be prejudiced thereby with reference to salary adjustments or continuation of employment. For purposes of determining eligibility for salary adjustments, time on military leave shall be considered as time in County service.

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

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

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

The eighteen (18) weeks' entitlement may be in broken periods, intermittently on a regular or irregular basis, or may include reduced work schedules depending on the specific circumstances and situations surrounding the request for leave.

The eighteen (18) weeks may include use of appropriate available paid leave accruals when accruals are used to maintain pay status, but use of such accruals is not required beyond that specified in Section 10.8 - Leave Without Pay-Use of Accruals, below. When paid leave accruals are used for a medical or family care leave, such time shall be counted as part of the eighteen (18) week entitlement.

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

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

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.

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

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

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.

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.

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

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

2. the probable duration of the condition;

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

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

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

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

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

2. the probable duration of the condition;

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

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

Comparable Position: A position with the same or similar duties and pay which can be performed at the same or similar geographic location as the positions 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.

10.5 Pregnancy Disability Leave. Insofar as pregnancy disability leave is used under Section 9.3.d - Sick Leave Utilization for Pregnancy Disability, that time will not be considered a part of the eighteen (18) week family care leave period.

10.6 Group Health Plan Coverage. Employees who were members of one of the group health plans prior to commencement of their leave of absence can maintain their health plan coverage with the County contribution by maintaining their employment in pay status as described in Section 10.8 - Leave Without Pay-Use of Accruals, below. During the eighteen (18) weeks of an approved medical or family care leave under Section 10.4 - Family Care Leave or Medical Leave, above the County will continue its contribution for such health plan coverage even if accruals are not available for use to maintain pay status as required under Section 10.8. In order to maintain such coverage, employees are required to pay timely the full employee contribution to maintain their group health plan coverage, either through payroll deduction or by paying the County directly.

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

10.8 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 to maintain pay status each month by using available sick leave (if so entitled under Section 9.3 - Policies Governing the Use of Paid Sick Leave), vacation, floating holiday, compensatory time off or other accruals or entitlements; in other words, during the first twelve (12) months, a leave of absence without pay may be "broken" into segments and accruals used on a monthly basis at the employee's discretion. After the first twelve (12) months, the leave period may not be "broken" into segments and accruals may not be used, except when required by LTD Benefit Coordination or as provided in the sections below.

B. Family Care or Medical Leave. During the eighteen (18) weeks of an approved medical or family care leave, if a portion of that leave will be on a leave of absence without pay, the employee will be *required* to use *at least* 0.1 hour of sick leave (if so entitled under Section 9.3 - Policies Governing the Use of Paid Sick Leave), vacation, floating holiday, compensatory time off or other accruals or entitlements if such are available, although use of additional accruals is permitted under subsection A above.

C. Leave of Absence/Long Term Disability (LTD) Benefit Coordination. An eligible employee who files an LTD claim and concurrently takes a leave of absence without pay will be required to use accruals as provided in Section B herein during the eighteen (18) week entitlement period of a medical leave specified in Section 10.4 - Family Care Leave or Medical Leave above. If an eligible employee continues beyond the eighteen (18) week entitlement period on a concurrent leave of absence/LTD claim, the employee may choose to maintain further pay status only as allowed under subsection A herein. Effective July 1, 2016, the LTD program is discontinued for employees. An LTD claim filed prior to July 1, 2016 will be processed under the LTD program, until such time as the claim is closed.

D. Sick leave accruals may not be used during any leave of absence, except as allowed under Section 9.3 - Policies Governing the Use of Paid Sick Leave.

10.9 Leave of Absence Replacement and Reinstatement. Any permanent employee who requests reinstatement to the classification held by the employee in the same department at the time the employee was granted a leave of absence, shall be reinstated to a position in that classification and department, and then only on the basis of seniority. In case of severance from service by reason of the reinstatement of a permanent employee, the provisions of Section 7-Seniority, Workforce Reduction, Layoff & Reassignment shall apply.

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

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

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

10.12 Furlough Days Without Pay. Subject to the prior written approval of the appointing authority, employees may elect to take furlough days or hours without pay (pre-authorized absence without pay), up to a maximum of fifteen (15) calendar days for any one period. Longer pre-authorized absences without pay are considered leaves of absence without pay. Employees who take furlough time shall have their compensation for the portion of the month worked computed in accord with Section 5.6 - Compensation for Portion of Month of this MOU. Full time and part time employees who take furlough time shall have their vacation, sick leave, floating holiday and any other payroll-computed accruals computed as though they had worked the furlough time. When computing vacation, sick leave, floating holiday and other accrual credits for employees taking furlough time, this provision shall supersede Section 6.2 - Holidays, Subsection 6.1.b, Section 8 - Vacation Allowance, and Section 9 - Sick Leave, of this MOU regarding the computation of vacation, sick leave, floating holiday and other accrual credits as regards furlough time only. For payroll purposes, furlough time (absence without pay with prior authorization of the appointing authority) shall be reported separately from other absences without pay to the Auditor-Controller. The existing VTO program shall be continued for the life of the contract.

SECTION 11 - JURY DUTY AND WITNESS DUTY

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

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

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

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

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

1. If an employee elects to remain in a regular pay status and waive or surrender all fees (other than mileage allowances), 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 court certificate to his/her department where it shall be retained as a department record. No "Absence/Overtime Record" must be submitted to the department payroll clerk.

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

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

11.2 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. Part-time employees who give depositions on a regular day off will be paid at the straight time rate. Scheduling of depositions which would incur premium pay shall be at the discretion of the appointing authority or designee.

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

Retention or waiver of fees shall be governed by the same provisions as apply to jury duty as set forth above. 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 12 – HEALTH, LIFE & DENTAL CARE

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

1. Contra Costa Health Plans (CCHP)
2. Kaiser Permanente Health Plan
3. Health Net
4. Delta Dental
5. DeltaCare (PMI)

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

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

12.2 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 with CCHP A or B	$41.17	$93.00	$93.00
Delta Dental with Kaiser or Health Net	$34.02	$76.77	$76.77
Delta Dental without a Health Plan	$43.35	$97.81	$97.81
DeltaCare (PMI) with CCHP A or B	$25.41	$54.91	$54.91
DeltaCare (PMI) with Kaiser or Health Net	$21.31	$46.05	$46.05
DeltaCare (PMI) without a Health Plan	$27.31	$59.03	$59.03

B. If the County contracts with a health or dental plan that is not listed above, the County will determine the monthly dollar premium subsidy that it will pay to that health 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 health or dental plan, for any plan year, the County's contribution will not exceed one hundred percent (100%) of the applicable plan premium.

D. Joint Labor/Management Benefit Committee**.** The Unions and County agree to create a Joint Labor/Management Benefit Committee ("Benefit Committee") and convene in order to 1) select a replacement medical or dental plan in the event that a plan listed in this Section 12 is no longer available; 2) design a wellness program; 3) discuss future medical, dental, or vision plan design; or 4) assess the future impact of any excise tax pursuant to the federal Patient Protection and Affordable Care Act ("ACA") (42 U.S.C. § 18081) on any high cost medical plans offered by the County. The Benefit Committee replaces the existing Healthcare Oversight Committee. The existing Healthcare Coalition will remain, but may meet quarterly. The Benefit Committee will be composed of two (2) representatives (not including Union/Association staff) from each Union/Association in the County and Management representatives to be determined. If the Benefits Committee is selecting a replacement medical or dental plan, the selection must be unanimously agreed upon by the Union/Association representatives on the Committee and any such selected plan will be available to employees represented by the Unions and incorporated into their respective MOUs after ratification by each Union/Association. The Benefit Committee will convene no later than February 1, 2016, after ratification of this Agreement.

12.3 <u>Retirement Coverage:</u>

A. Upon Retirement:

1. Upon retirement, eligible employees and their eligible family members may remain in their County health/dental plan, but without County-paid life insurance coverage, if immediately before their proposed retirement the employees and dependents are either active subscribers to one of the County contracted health/dental plans or if while on authorized leave of absence without pay, they have retained continuous coverage during the leave period. The County will pay the health/dental plan monthly premium subsidies set forth in Section 12.2 (A) for eligible retirees and their eligible family members.

2. Any person who becomes age 65 on or after January 1, 2009 and who is eligible for Medicare must immediately enroll in Medicare Parts A and B.

3. For employees hired on or after January 1, 2009 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 and/or dental plan provided that (i) he or she begins to receive a monthly retirement allowance from CCCERA within 120 days of separation from County employment and (ii) he or she pays the full premium cost under the health and/or dental plan without any County premium subsidy.

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

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

2. Life insurance coverage is not included.

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

   a. be qualified for a deferred retirement under the 1937 Retirement Act provisions;
   b. be an active member of a County group health and/or dental plan at the time of filing their deferred retirement application and elect to continue plan benefits;
   c. be eligible for a monthly allowance from the Retirement System and direct receipt of a monthly allowance within twenty-four (24) months of application for deferred retirement; and

d. file an election to defer retirement and to continue health benefits hereunder with the County Benefits Division within thirty (30) days before separation from County service.

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

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

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

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

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

The existing method of crediting service while an employee is on an approved leave of absence will continue for the duration of this Agreement.

D. Subject to the provisions of Section 12.3 subparts (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: each employee who retires from a position or classification that was represented by this bargaining unit at the time of his or her retirement.

E. For purposes of this Section 12.3 only, "eligible family members" does not include Survivors of employees or retirees.

12.4 <u>Layoff and Other Loss of Coverage:</u>

A. If a husband and wife both work for the County and one (1) of them is laid off, the remaining employee, if eligible, will be allowed to enroll or transfer into the health and/or dental coverage combination of his/her choice.

B. An eligible employee who loses medical or dental coverage through a spouse or partner not employed by the County will be allowed to enroll or transfer into the County health and/or dental plan of his/her choice within thirty (30) days of the date coverage is no longer afforded under the spouse's plan.

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

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

B. Employee Contribution Deficiencies: The County's contributions to the Health Plan and/or Dental Plan premiums are payable for any month in which the employee is paid. If an employee's compensation in any month is not sufficient to pay the employee share of the premium, the employee must make up the difference by remitting the unpaid amount to the Auditor-Controller. The responsibility for this payment rests solely with the employee.

C. Leave of Absence: The County will continue to pay the County shares of health and/or dental plan premiums for enrolled employees who are on an approved paid or unpaid leave of absence for a period of thirty (30) days or more provided the employee's share of the premiums are paid by the employee.

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

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

A. <u>Health Insurance</u>

1. Eligible Dependents:

a. Employee's legal spouse
b. Employee's qualified domestic partner
c. Employee's child to age 26
d. Employee's disabled child who is over age 26, unmarried, and 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, step-child, adopted child, child of a qualified domestic partner, and a child specified in a Qualified Medical Child Support Order (QMCSO) or similar court order.

B. Dental Insurance

1. Eligible Dependents:

a. Employee's legal spouse
b. Employee's qualified domestic partner
c. Employee's unmarried child who is:
(1) under age 19; or
(2) Age 19, or above, but under age 24; and who
i. Resides with the employee for more than 50% of the year, excluding time living at school; and,
ii. Receives at least 50% of support from employee; and,
iii. Is enrolled and attends school on a full-time basis, as defined by the school.
d. Employee's disabled child who is over age 19, unmarried, and 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, step-child, adopted child, child of a qualified domestic partner, and a child specified in a Qualified Medical Child Support Order (QMCSO) or similar court order.

12.7 Medical Plan Cost-Sharing on and after January 1, 2016.

a. For the plan year that begins on January 1, 2016, the County will pay the monthly premium subsidy for medical plans stated in subsection 12.2.A. In total, the County will pay the following amounts for the 2016 plan year:

Medical Plans	Employee	Employee +1 Dependent	Employee +2 or More Dependents
Contra Costa Health Plans (CCHP), Plan A	$530.56	$1,049.81	$1,646.89
Contra Costa Health Plans (CCHP), Plan B	$549.42	$1,068.65	$1,737.03
Kaiser Permanente Health Plan A	$435.38	$803.96	$1,493.79
Kaiser Permanente Health Plan B	$445.04	$881.68	$1,407.40
Health Net HMO Plan A	$669.34	$1,131.34	$2,280.09
Health Net HMO Plan B	$662.01	$1,280.20	$2,060.75
Health Net PPO Plan A	$727.94	$1,112.03	$2,755.43
Health Net PPO Plan B	$715.64	$1,144.40	$2,623.86
Kaiser High Deductible Health Plan 4310	$447.04	$916.72	$1,387.40

b. For the plan year that begins on January 1, 2017, and for the term of this agreement, if there is an increase in the monthly premium, including any plan premium penalty, charged by a medical plan, the County and the employee will each pay fifty percent (50%) of the monthly increase that is above the amount of the 2016 plan premium. The fifty percent (50%) share of the monthly medical plan increase paid by the County is in addition to the amounts paid by the County in subsection 12.7.a., above, for medical plans.

c. 2016 Plan Premium Amounts: For purposes of calculating the County and Employee cost-sharing increases described in 12.7.b, above, the following are the 2016 total monthly medical plan premium amounts:

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

12.8 <u>Dual Coverage:</u>

A. Each employee and retiree may be covered by only 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 12.6 - 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 husband and wife are County employees, all of their eligible children may be covered as dependents of either the husband or the wife, but not both.

C. For purposes of this Section 12.8 - 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.

12.9 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.

12.10 Supplemental Life Insurance: In addition to the life insurance benefits provided by this resolution, 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.

12.11 Catastrophic Leave Bank: 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 employees 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 once a

month if 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.

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

12.12 Health Care Spending Account: After six (6) months of permanent employment, full time and part time (20/40 or greater) employees may elect to participate in a Health Care Spending Account (HCSA) Program 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 five thousand dollars ($5,000) 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.

12.13 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.

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

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

12.16 Prevailing Section: To the extent that any provision of this Section (Section 12. Health, Dental, and Related Benefits) is inconsistent with any provision of any other County enactment or policy, including but not limited to Administrative Bulletins, the Salary Regulations, the Personnel Management Regulations, or any other resolution or order of the Board of Supervisors, the provision(s) of this Section (Section 12. Health, Dental, and Related Benefits) will prevail.

12.17 Health Benefit Access for Employees Not Otherwise Covered. To access County health plans, an employee 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.

SECTION 13 - PROBATIONARY PERIOD

13.1 Duration. All appointments from officially promulgated employment lists for original entrance and promotion shall be subject to a probationary period. For original

entrance appointments, the probationary period shall be from six (6) months to one (1) year duration. For promotional appointments, the probation period shall be from six (6) months to one (1) year duration.

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

CLASSIFICATION	JOB CODE	MONTHS
ANIMAL SVCS LIEUTENANT	BJHB	12
ASSOC REAL PROPERTY AGENT	DYTA	9
ASST REAL PROPERTY AGENT	DYVA	9
AUDITOR- APPRAISER I	DRWB	12
AUDITOR- APPRAISER II	DRVA	9
AUTOMATED CALL DIS COORD I	LBWB	9
AUTOMATED CALL DIS COORD II	LBNA	9
AUTOMATED CALL DIST ADMINISTRA	LBSC	9
BUSINESS SYSTEMS ANALYST	LTWK	9
BUSINESS SYSTEMS MANAGER	LTNE	9
CHILD SPPRT BUSINESS SVCS MNGR	APSE	12
CHILD SPPRT SUPERVISOR	SMNA	12
CLERK-RECORDER SVCS MANAGER	EASA	12
COMMUNITY WARNING SYS MANAGER	64NE	9
COMPUTER AID DRAFT OPER TRAINEE	NP7A	9
COMPUTER AIDED DRAFTING OPER	NPWB	9
COMPUTER OPERATIONS ANALYST	LKVA	9
COMPUTER OPERATIONS MANAGER	LKGA	9
COMPUTER OPERATIONS SUPERVISOR	LKHA	9
DATABASE ADMINISTRATOR	LWSA	9
ELECTIONS SVCS MANAGER	EBSA	12
EMERGENCY PLANNING COORD	9GSA	12
ENVIRONMENTAL ASSISTANT	51VC	9
FIRE DISTRICT INFO SYST MANGR	LTNC	9
GRAPHIC DESIGNER	5HWB	9
GRAPHICS TECHNICIAN I	5HWA	9
GRAPHICS TECHNICIAN II	5HVA	9
INFO SYS MANAGER I	LTNA	9
INFO SYS PROGRAMMER/ANALYST I	LPWA	9
INFO SYS PROGRAMMER/ANALYST II	LPVA	9
INFO SYS PROGRAMMER/ANALYST IV	LPNB	9
INFO SYS PROGRAMMER/ANLYST III	LPTB	9
INFO SYS PROJECT MANAGER	LPNA	9
INFO TECH PROJECT MANAGER	LBSB	9
INMATE INDUST ENGRAVE PROG SUP	64HG	9
INMATE INDUST SUPERVISOR	64HF	9

JUNIOR DRAFTER	NPWA	9
JUNIOR REAL PROPERTY AGENT	DYWA	9
LEAD C A D OPERATOR	NPTA	9
LIABILITY CLAIMS ADJUSTER	AJWF	12
MANAGER CENTRAL ID SVCS	64DB	9
NETWORK ADMINISTRATOR I	LNSA	9
NETWORK ADMINISTRATOR II	LNSB	9
NETWORK ANALYST I	LBVA	9
NETWORK ANALYST II	LBTA	9
NETWORK MANAGER	LBHA	9
NETWORK TECHNICIAN I	LNWA	9
NETWORK TECHNICIAN II	LNVA	9
PLANNER I	5AWA	12
PLANNING TECHNICIAN I	51WB	9
PLANNING TECHNICIAN II	51VB	9
PLANNING TECHNICIAN III	51TB	9
PW GIS COORDINATOR	LWSB	9
REAL PROPERTY TECH ASSISTANT	DY7B	9
RECORDS MANAGER	64HE	9
SHERIFF DIR OF PROP EVIDENCE	64FG	9
SHERIFF'S TELECOM TECH MANAGER	PEDD	9
SR AUDITOR-APPRAISER	DRTA	9
SR BUSINESS SYSTEMS ANALYST	LTVJ	9
SR DRAFTER	NPVA	9
SR EMERGENCY PLANNING COORD	9GWB	12
SR REAL PROPERTY AGENT	DYTB	9
SR REAL PROPERTY TECH ASST	DY7C	9
SR TRANSPORTATION PLANNER	5AHB	12
SR WORKERS COMP CLAIMS ADJS	AJTC	12
SUPERVISING DRAFTER	NPHB	9
SYSTEMS SOFTWARE ANALYST I	LWWA	9
SYSTEMS SOFTWARE ANALYST II	LWVA	9
TRAFFIC SAFETY INVESTIGATOR	N4WA	9
TRANSPORTATION PLANNER	5ATB	12
VICT/WIT ASSISTANCE PROG MNGR	2KHA	12
WORKERS COMP CLAIMS ADJUST II	AJVF	12
WORKERS COMP CLAIMS ADJUSTER I	AJWJ	12
WORKERS COMP CLAIMS SUPERVISOR	AJHB	12

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

13.4 **Criteria.** The probationary period shall date from the time of appointment to a permanent position after certification from an eligible list. It shall not include time served under provisional appointment or under appointment to limited term positions or any

period of continuous leave of absence without pay or period of work connected disability exceeding fifteen (15) calendar days.

For those employees appointed to permanent-intermittent positions with a six (6) month probation period, probation will be considered completed upon serving fifteen hundred (1500) hours after appointment except that in no instance will this period be less than six (6) calendar months from the beginning of probation. If a permanent-intermittent probationary employee is reassigned to full-time, credit toward probation completion in the full-time position shall be prorated on the basis of one hundred seventy-three (173) hours per month.

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

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

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

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

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

13.6 Regular Appointment. The regular appointment of a probationary employee will begin on the day following the end of the probationary period. A probationary employee may be rejected at any time during the probation period without regard to the Skelly provisions of this Memorandum, without notice and without right of appeal or hearing, except as provided in Section 13.5.A. This provision only applies to those probationary employees whose probationary periods end more than sixty (60) days after the date this Memorandum of Understanding is adopted by the Board of Supervisors.

Notwithstanding any other provisions of the MOU, an employee rejected during the probation period from a position in the Merit System to which the employee had been

promoted or transferred from an eligible list, shall be restored to a position in the department from which the employee was promoted or transferred.

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

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

13.7 Layoff During Probation. An employee who is laid off during probation, if reemployed in the same class by the same department, shall be required to complete only the balance of the required probation. If reemployed in another department or in another classification, the employee shall serve a full probationary period. An employee appointed to a permanent position from a layoff or reemployment list is subject to a probation period if the position is in a department other than the department from which the employee separated, displaced, or voluntarily demoted in lieu of layoff. An appointment from a layoff or reemployment list is not subject to a probation period if the position is in the department from which the employee separated, displaced or voluntarily demoted in lieu of layoff.

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

SECTION 14 – PROMOTION

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

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

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

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

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

B. The incumbent of the position must have performed at the higher level for one (1) year.

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

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

E. The Union approves such action.

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

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

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

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

SECTION 15 – RELEASE TIME FOR EXAMINATIONS

Permanent employees will be granted release time from work, without loss of pay, to take County examinations or to interview for a County position, provided the employee gives the Department sufficient notice of the need for time off. Managers conducting interviews should provide an adequate and appropriate schedule for the interview to ensure that any operational impact that may be caused by an employee's absence to attend the interview will be minimized.

SECTION 16 – CERTIFICATION RULE

16.1 Order of Certification From Lists. The order of certification from employment lists or any class will be first, layoff list; second, reemployment list if mandatory on the appointing authority or if requested by an appointing authority; third, promotional employment list; and fourth, open employment list. However, the Director of Human Resources or a County Administrator designee may determine a different order of certification priority for a specific classification.

SECTION 17 – TRANSFERS

17.1 Transfer is 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 a different department or as otherwise defined in deep class ordinances or resolutions. Any employee or appointing authority may request a transfer by advising the Director of Human Resources, in writing, stating the reason(s) for the request. Upon consent of the appointing authority(s) and the employee involved, the Director of Human Resources shall approve a transfer within the employee's classification. If the transfer is to a position in a different class, the Director of Human Resources must determine that it is a comparable position. Transfers may also be accomplished through the regular examination and appointment procedures.

17.2 Transfer Without Examination. After consultation with the appropriate appointing authority(s), the Director of Human Resources may transfer an employee from one job classification to another job classification without examination under the following conditions:

A. The duties and responsibilities of the position from which the employee is being transferred from are within the occupational area or directly associated with the duties and responsibilities of the position to which the employee is being transferred.

B. The transfer is deemed appropriate by a review of the particular duties and responsibilities of the position under consideration.

C. The employee must possess the minimum qualifications for the job classification to which the employee is being transferred.

D. The employee must serve the probationary period required for the classification into which the employee is being transferred.

E. An employee rejected during probationary period or who resigns during the probationary period for other than disciplinary reasons shall have the right at that time to be restored to a position in the classification in the department from which the employee was transferred.

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

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

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

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

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

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

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

17.5 Voluntary Transfer.

Any permanent employee in a Local 21 represented classification may submit a request to Human Resources to be placed on a Voluntary Transfer list for his or her classification.

Names will be maintained on the Voluntary Transfer list for 12 months.

When an eligibility list is requested, Human Resources will inform the managers who are hiring to fill vacant positions if a Voluntary Transfer list exists for the classification. The hiring manager may, but is not obligated to, select an employee from the Voluntary Transfer list.

Employees who are on probation are ineligible to request placement on the Voluntary Transfer list.

SECTION 18 - RESIGNATIONS

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

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

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

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

B. five (5) more consecutive work days have elapsed without response by the employee after the mailing of a notice of resignation by certified mail by the appointing authority to the employee at the employee's last known address.

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

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

18.5 Coerced Resignations.

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

B. Reinstatement. If the appointing authority acknowledges that the employee could have believed that the resignation was coerced, it shall be revoked and the

employee returned to duty effective on the day following the appointing authority's acknowledgement.

C. Contest. Unless, within seven (7) days of the receipt of the notice, the appointing authority acknowledges that the resignation could have been believed to be coerced, this question should be handled as an appeal to the Director of Human Resources.

D. Disposition. If the Director of Human Resources determines that the resignation was coerced, the resignation shall be deemed revoked and the employee returned to duty effective on the day following the decision but without loss of pay, subject to the employee's duty to mitigate damages.

18.6 Eligibility for Reemployment. Within one (1) year of resignation in good standing from County service, a person who has had permanent status which included satisfactory completion of probation may make application by letter to the Director of Human Resources for placement on a reemployment list as follows: The class from which the person resigned, or any one class of equal or lesser rank in the occupational series and in which the person had previously attained permanent status, or for any class or deep class which has replaced the class in which the person previously had status, provided that the person meets the minimum requirements for the new class. If the appointing authority of the department from which the person resigned recommends reemployment, the Director of Human Resources shall grant reemployment privileges to the person. If the appointing authority does not recommend reemployment, the employee may appeal to the Director of Human Resources. Consideration of names from a reemployment list is mandatory if the appointing authority recommended reemployment of the individual(s) listed but is optional for other appointing authorities.

SECTION 19 - DISMISSAL, SUSPENSION, DEMOTION OR REDUCTION IN PAY

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

A. absence without leave,

B. conviction of any criminal act involving moral turpitude,

C. conduct tending to bring the merit system into disrepute,

D. disorderly or immoral conduct,

E. inefficiency,

F. insubordination,

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

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

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

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

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

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

M. misappropriation of County funds or property,

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

O. dishonesty or theft,

P. excessive or unexcused absenteeism and/or tardiness,

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

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

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

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

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

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

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

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

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

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

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

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

19.6 Procedure on Dismissal, Suspension, Disciplinary Demotion, or Reduction in Pay.

A. In any disciplinary action to dismiss, suspend, temporarily reduce the pay of, or demote a permanent employee after having complied with the requirements of Section 19.2 where applicable, the appointing authority shall make an order in writing stating specifically the causes for the action.

B. Service of Order. Said order of dismissal, suspension, temporary reduction in pay, or demotion shall be filed with the Director of Human Resources, showing by whom and the date a copy was served upon the employee to be dismissed, suspended, temporarily reduced in pay, or demoted, either personally or by

certified mail to the employee's last known mailing address. The order shall be effective either upon personal service or deposit in the U. S. Postal Service.

C. Employee Appeals from Order. The employee may appeal an order of dismissal, suspension, temporary reduction in pay, or demotion either to the Merit Board or through the procedures of Section 20-Grievance Procedure of this MOU, provided that such appeal is filed in writing with the Director of Human Resources within ten (10) calendar days after service of said order. An employee may not both appeal to the Merit Board and file a grievance under Section 20 of this MOU.

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

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

SECTION 20 - GRIEVANCE PROCEDURE

20.1 Definition and Procedural Steps. A grievance is any dispute that involves the interpretation or application of any provision of this MOU or County regulation that has been incorporated by reference into this MOU excluding, however, those provisions and regulations that specifically provide that the decision of any County official shall be final. The interpretation and application of those excluded provisions and regulations are not subject to the grievance procedure. An employee may appeal disciplinary action to the Merit Board or through this grievance procedure. The Union may represent the grievant at any stage of the grievance process.

Grievances must be filed within thirty (30) calendar days of the incident or occurrence about which the grievant claims to have a grievance. Discipline appeals utilizing the grievance procedure must be filed within the timeframe set forth in Section 19.6 – Procedures on Dismissal, Suspension, Demotion or Reduction in Pay. Grievances will be processed in the following manner:

Step 1. Supervisor. The Union 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 Union may submit the grievance in writing, to such management official as 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 Union seeks. A copy of each written communication on a grievance must be filed with the Employee Relations Officer or designee and the Union. The Department Head or designee shall have ten (10) work days in which to respond to the grievance in writing, stating the reason(s) for the disposition of the grievance.

Step 3. Labor Relations. If the grievance is not resolved at Step 2, the Union 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 Union 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.

Both parties shall be prepared and present the following information to the other party in the course of the step 3 meeting:

1. The name of the grievant(s);

2. A statement of the relevant facts relating to each alleged breach;

3. The name of each known witness;

4. A copy of each relevant document;

5. The party's position on the grievance and the specific MOU provision(s) and/or incorporated County regulation(s) allegedly violated in each instance; and

6. The specific remedy or remedies sought.

For grievances involving interpretation of this MOU, the Employee Relations Officer or his/her designee will decide the grievance on its merits and provide the grievant, the union, and the Department with a written decision within fifteen (15) workdays of the date of the Step 3 Meeting, unless more time is granted by mutual agreement.

For grievances involving appeals from disciplinary action, the Employee Relations Officer or his/her designee will attempt to resolve the grievance. In the event that the grievance is not resolved, the Employee Relations Officer or his/her designee will provide written notice of that fact to the grievant, the union, and the Department 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 Union may appeal the grievance and request mediation in writing to the Employee Relations Officer or designee within ten (10) work days of the date of the written response at Step 3. This step of the grievance procedure may be waived by the 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 Union and the County. Each party will bear the costs of its own presentation, including preparation and post-hearing briefs, if any.

20.2 Compensation Claims. The Employer is not required to pay any wage claim or portion thereof retroactively for a period of more than one year (1) immediately prior to the date of the Employer's receipt of written notice from the Union of such claim.

20.3 Time Limits. The time limits specified above may be waived by mutual agreement of the parties to the grievance. If the County fails to meet any of the time limits specified in Steps 1 through 3 above, the grievance will automatically move to the next step. If a grievant fails to meet any of the time limits specified in Steps 1 through 4 above, the grievance will be deemed to have been settled and withdrawn.

20.4 The arbitrator will not have the right to alter, amend, delete or add to any of the terms of this Agreement.

SECTION 21 – RETIREMENT

21.1 Contribution. Effective on October 1, 2011, employees are responsible for 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' contributions. Employees are also responsible for the payment of the employees' contributions to the retirement cost of living program as determined annually by the Board of Retirement without the County paying any part of the employees' contributions. Except as provided in Section 21.3 (Safety Employees Retirement Tier) subsection A, the County is responsible for one hundred percent (100%) of the employer's retirement contributions determined annually by the Board of Retirement.

21.2 <u>Retirement Benefit - Employees who become CCCERA members on or After January 1, 2013.</u>

A. For employees who become members of the Contra Costa County Employees Retirement Association (CCCERA) on or after January 1, 2013, retirement benefits are governed by the California Public Employees Pension Reform Act of 2013 (PEPRA), (chapters 296, 297, Statutes of 2012). To the extent this Agreement conflicts with any provision of PEPRA, PEPRA will govern. (For additional information about the PEPRA pension benefit, see www.CCCERA.org)

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

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

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

21.3 <u>Safety Employees Retirement</u>

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

1. <u>Retirement Benefit.</u> For County employees covered by this Agreement who become members of Contra Costa County Employees Retirement Association (CCCERA) on or before December 31, 2012, who are designated by CCCERA as Safety Members, the retirement formula “3 percent at 50” applies. The cost of living adjustment (COLA) to the retirement allowances of these employees will not exceed three (3) percent per year. The final compensation of these employees will be calculated based on a twelve (12) month salary average. This retirement benefit is known as “Tier A.” Each employee in Tier A will pay nine percent (9%) of his or her retirement base to pay part of the employer’s contribution for the cost of this Tier A safety retirement benefit. Such payments will be made on a pre-tax basis in accordance with applicable tax laws. “Retirement base” means base salary and other payments, such as salary differential and flat rate pay allowances, used to compute retirement deductions.

2. Effective May 1, 2013, and through December 31, 2014, each employee in Tier A will pay four and half percent (4.5%) of his or her retirement base to pay part of the employer’s contribution for the cost of the Tier A retirement benefit.

3. Effective January 1, 2015, and through June 29, 2015, each employee in Tier A will pay two and a quarter percent (2.25%) of his or her retirement base to pay part of the employer's contribution for the cost of the Tier A retirement benefit.

4. Effective June 30, 2015, the employee's payment of two and a quarter percent (2.25%) of his/her retirement base to pay part of the employer's contribution for the cost of the Tier A retirement benefit will cease.

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

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

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

3. Subsection A, subparts (1) through (4), above, applies to employees who, under PEPRA, become reciprocal members of CCCERA, as determined by CCCERA."

SECTION 22 – PERFORMANCE EVALUATIONS

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

22.1 Goal: A basic goal of the employee evaluation is to help each employee perform his/her job more effectively to the mutual benefit of the employee and the County. The evaluation process provides an ongoing means of evaluating an employee's job performance and promoting the improvement of the job performance. The evaluation process also provides the opportunity to recognize and document outstanding service as well as service that has been unsatisfactory to the County.

22.2 Frequency of Evaluation.

A. Probationary employees must be evaluated at least once during their probationary period.

B. Permanent employees will be evaluated every year until reaching the top step of their classification, then they may be evaluated annually thereafter.

C. Employees will be notified in writing prior to the loss or reduction of any outstanding performance step(s).

22.3 Procedure.

A. An employee will generally be evaluated by the first level management supervisor above the employee.

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

C. Where feasible, evaluations will be based primarily on observation by the evaluator of the employee in the performance of his/her duties.

D. An employee will be informed in advance of a meeting with his/her supervisor to discuss the employee's evaluation.

E. The employee will be provided his/her evaluation in writing on the department evaluation form.

F. The employee has the right to prepare and have attached to the evaluation form any written comments that the employee wishes to make.

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

H. Any rating below average or unsatisfactory must be supported by explanation received by the employee prior to the evaluation presentation.

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

J. The employee will be given a copy of his/her completed evaluation form at the time the form is signed by the employee.

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

Failure to follow the foregoing procedure is subject to the grievance procedure. However, disputes over the actual content or ratings themselves in individual evaluations are not grievable, but may be mediated by the Director of Human Resources upon request of either the employee or the Department. Prior to being

mediated by the Director of Human Resources, either party may request fact finding to assist in the resolution of the dispute. One (1) fact finder will be selected by each party to the dispute within ten (10) work days from the initial request for fact finding. The fact finders will have twenty (20) work days from notice of selection to investigate and render their recommendations to the Director of Human Resources, who will render a final decision.

SECTION 23 – COUNSELING

A. Whenever an employee's job performance and/or conduct becomes less than satisfactory, counseling shall be provided by the employee's supervisor. Such counseling shall specifically state the unsatisfactory nature of the employee's performance and/or conduct and specific ways in which the employee can bring such performance and/or conduct up to the satisfactory level. Said counseling shall be provided as soon as possible after the occurrence of the less than satisfactory performance and/or conduct. No adverse action shall be taken by the County against any employee unless such counseling has been provided and reasonable time for improvement has been given. The employee's supervisor shall prepare written documentation of such counseling to include expectations and/or corrective action plan and provide a copy of the written documentation to the employee.

B. The written documentation on counseling should include the performance and/or conduct to be corrected, a timeline for correction, specific guidance to the employee, and timely follow up regarding the progression of the correction.

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

D. A Counseling memo placed in an employee's departmental personnel file that is not referenced in the employee's subsequent performance evaluation shall be removed from the employee's departmental personnel file upon the written request of the employee. If an employee is not evaluated when an annual performance is due, the employee may request through the Department Personnel Officer, or designee, that a performance evaluation be completed. If an employee has not had a performance evaluation within eighteen (18) months subsequent to a counseling memo being placed in the employee's department personnel file, the counseling memo shall be removed from the employee's personnel file, provided that there has not been a subsequent counseling memo on the same subject in that period of time.

E. The foregoing shall not apply to probationary employees or in those cases where immediate disciplinary action is necessary.

F. If after a counseling session has occurred between a supervisor and employee, the employee requests of the Department Personnel Officer or designee a meeting with a Steward/Officer of the Union and Department representatives, such a meeting shall be held. This meeting shall be held within fifteen (15) working days.

SECTION 24 - MILEAGE

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

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

SECTION 25 - PAY WARRANT ERRORS

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

Pay errors in employee pay shall be corrected as soon as possible as to current pay rate but that no recovery of either overpayments or underpayments to an employee shall be made retroactively except for the one year (1) period immediately preceding discovery of the pay error. This provision shall apply regardless of whether the error was made by the employee, the appointing authority or designee, the Director of Human Resources or designee, or the Auditor-Controller or designee. Recovery of fraudulently accrued over or underpayments are excluded from this section for both parties.

When the County notifies an employee of an overpayment and proposed repayment schedule and the employee wishes to meet with the County, a meeting will be held at which time a repayment schedule shall be determined. Such notice will include a provision informing the employee of their right to union representation.

If requested by the employee, a union representative may be present at the meeting with management to discuss a repayment schedule.

The schedule of recovery of an overpayment will be made by mutual agreement between the County and the employee. In the absence of mutual agreement, the County may implement a default repayment schedule by deducting ten percent (10%) of the total overpayment from the employee's pay each month until the overpayment is repaid in full. The County must notify the employee in writing before implementing the default repayment schedule. At any time during the default repayment period, the employee may agree to an alternative repayment schedule or payback the overpayment in full.

SECTION 26 – FLEXIBLE STAFFING

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

SECTION 27 – NOTICE OF HIRES AND SEPARATIONS

The County agrees to provide an electronic file to the Union, on a monthly basis containing, the name, classification, department and date of hire or separation of employees in classifications represented by the Union.

SECTION 28 – DATA ON VACANT POSITIONS

The County agrees to provide an electronic file to the Union containing a current list of all vacant positions represented by the Union on a quarterly basis.

SECTION 29 – PERSONNEL FILES

An employee shall have the right to inspect and review any official record(s) relating to his or her performance as an employee or to a grievance concerning the employee which is kept or maintained by the county in the employee's personnel file in the Human Resources Department or in the employee's personnel file in their Department.

The employee's Union representative, with written authorization by the employee, shall also have the right to inspect and review any official record(s) described above. The contents of such records shall be made available to the employee and/or the

employee's Union representative, for inspection and review at reasonable intervals during the regular business hours of the County.

Employees shall be permitted to review their personnel files during their working hours. For those employees whose work hours do not coincide with the county's business hours, management shall provide a copy of the employee's personnel file for the employee's review. The custodian of records will certify that the copy is a true and correct copy of the original file.

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

This section does not apply to the records of an employee relating to the investigation of a possible criminal offense, medical records and information or letters of reference.

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

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

Letters of reprimand are subject to the grievance procedure but shall not be processed past Step 3 unless said letters are used in a subsequent discharge, suspension or demotion of the employee, in which case an appeal of the letters of reprimand may be considered at the same time as the appeal of disciplinary action.

Copies of letters of commendation which are to be placed in the employee's personnel file will be given to the employee.

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

Each Department shall maintain only one official personnel file per employee.

Copies. An employee may request copies of other material contained in the personnel file. The employer shall bear the cost of the reproduction of copies.

SECTION 30 - SERVICE AWARDS

30.1 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 procedures shall apply with respect to service awards:

A. Presentation Before the Board of Supervisors. An employee with twenty (20) or more years of service may go before the Board of Supervisors to receive his/her Service Award. When requested by a 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.

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

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

SECTION 31 – PERSONAL PROPERTY REIMBURSEMENT

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

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

2. Ordinary wear and tear of personal property used on the job is not compensated.

3. Employee tools or equipment, provided without the express approval of the department head, and automobiles are excluded from reimbursement.

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

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

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

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

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

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

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

SECTION 32 – REIMBURSEMENT FOR MEAL EXPENSES

Employees will be reimbursed for meal expenses under the provisions of Administrative Bulletin-Expense Reimbursement (No. 204.13).

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

SECTION 33 - PERMANENT PART-TIME EMPLOYEE BENEFITS

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

SECTION 34 - PERMANENT-INTERMITTENT EMPLOYEE SPECIAL PAYS & BENEFITS

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

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

SECTION 35 - 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 36 - SCOPE OF AGREEMENT

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

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

36.3 Duration of Agreement. This Agreement shall continue in full force and effect from July 1, 2016 to and including June 30, 2019**.**

SECTION 37 – Personnel Management Regulations. Where a specific provision contained in a section of this MOU conflicts with a specific provision contained in a section of the Personnel Management Regulations, the provision of this MOU shall prevail. The Provisions contained in the Personnel Management Regulations that are within the scope of representation and that are not in conflict with the provisions of this MOU are considered in full force and effect.

SECTION 38 - FAIR LABOR STANDARDS ACT PROVISIONS

The Fair Labor Standards Act, as amended, may govern certain terms and conditions of the employment of employees covered by this MOU. It is anticipated that compliance with the Act may require changes in some of the County policies and practices currently

in effect or agreed upon. If it is determined by the County that certain working conditions, including but not limited to work schedules, hours of work, method of computing overtime, overtime pay and compensatory time off entitlements or use, must be changed to conform with the Fair Labor Standards Act, such terms and conditions of employment shall not be controlled by this MOU but shall be subject to modification by the County to conform to the federal law, without further meeting and conferring. The County shall notify the Union and will meet and confer with said organization regarding the implementation of such modifications.

SECTION 39 – SAFETY IN THE WORKPLACE

Health and safety standards will be maintained in all County facilities to a maximum degree consistent with the conduct of efficient operations. Departments without a Safety Committee may establish a committee within ninety (90) days of the effective date of this agreement. The Union will appoint all labor representatives to the Committee. All Safety Committees will schedule their meetings.

SECTION 40 – INDEMNIFICATION AND DEFENSE OF COUNTY EMPLOYEES

The County shall defend and indemnify an employee against any claim or action against the employee on account of an act or omission in the scope of the employee's employment with the County in accordance with, and subject to, the provisions of California Government Code Sections 825 et seq and 995 et seq.

SECTION 41 – OTHER BENEFITS

41.1 Personal Protective Equipment: The County will reimburse employees for safety shoes and prescription safety eyeglasses which the Department Head has determined eligible for such reimbursement.

A. **Safety Shoes.** The County will reimburse employees for the purchase and repair of safety shoes in an amount not to exceed two hundred seventy-five dollars ($275) for each two (2) year period beginning on January 1, 2002. There is no limit on the number of shoes or repairs allowed.

B. **Safety Eyeglasses.** The County will reimburse eligible employees for prescription safety eyeglasses which are approved by the County and are obtained from an establishment approved by the County.

41.2 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.

41.3 Career Development Training Reimbursement: All full-time employees are eligible for career development training reimbursement not to exceed seven hundred fifty dollars ($750) per fiscal year. The reimbursement of training expenses includes books and is governed by any Administrative Bulletins on Travel or Training.

41.4 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 resolution, 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 19, 2012, the Board of Supervisors adopted Resolution 2012/298 approving an amendment to the County Deferred Compensation Plan, allowing 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.

41.5 Annual Management Administrative Leave:

A. On January 1st of each year, full-time employees in paid status will be credited with ninety-four hours (94) of paid Management Administrative Leave. This time is non-accruable and all balances will be zeroed out on December 31st of each year. Beginning on January 1, 2014, and on January 1st of each year thereafter, full-time employees in safety classifications in paid status will be credited with eighty hours (80) of paid Management Administrative Leave. This time is non-accruable and all balances will be zeroed out on December 31st of each year.

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

C. Employees appointed (hired or promoted), are eligible for Management Administrative Leave on the first day of the month following their appointment date and will receive Management Administrative Leave on a prorated basis for that first year.

D. Employees on the Overtime Exempt Exclusion List are authorized to receive overtime pay; therefore, their Management Administrative Leave will be reduced by 25% each time the employee is on the List. The 25% reduction will be deducted from the employee's current leave balance, but if there is no balance, it will be deducted from future awarded Annual Management Administrative Leave.

E. This section does not apply to employees in classifications of Unit C.

41.6 <u>Management Development Policy:</u> Employees are authorized to attend professional training programs, seminars, and workshops, during normal work hours at the discretion of their Department Head, for the purpose of developing knowledge, skills, and abilities in the areas of supervision, management, and County policies and procedures. Up to thirty (30) hours of such training time is recommended annually.

A. Departments are encouraged to provide for professional development training exceeding thirty (30) hours annually for people newly promoted to positions of direct supervision.

B. To encourage personal and professional growth, the County provides reimbursement for certain expenses incurred by employees for job-related training (required training and career development training/education). Provision for eligibility and reimbursement is identified in Administrative Bulletin 112.9.

C. The Department Head is responsible for authorization of individual professional development reimbursement requests. Reimbursement is through the regular demand process with demands being accompanied by proof of payment (copy of invoice or canceled check).

41.7 <u>Management Life Insurance:</u> Employees are covered at County expense by term life insurance in the amount of fifty seven thousand dollars ($57,000) in addition to the insurance provided in Section 12.8.

41.8 <u>Bilingual Pay Differential:</u> 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.

41.9 <u>Other Terms and Conditions of Employment</u>

A. <u>Overtime Exempt Exclusion:</u> Employees in, classifications are overtime exempt and are not eligible for overtime pay, holiday pay, overtime compensatory time, or holiday compensatory time. Instead, these employees are awarded Annual Management Administrative Leave in recognition of the extra burden their job responsibilities may sometimes place on their work schedules. However, employees may be made eligible for overtime pay if their names are placed on the Overtime Exempt Exclusion List by the County Administrator's Office. Employees on the Overtime Exempt Exclusion List are authorized to receive overtime pay, only. These employees are NOT eligible for holiday pay, overtime compensatory time, or holiday compensatory time. Employees on the Overtime Exempt Exclusion List are also NOT eligible for Annual Management Administrative Leave for the quarter they are on the Overtime Exempt Exclusion

List. The policies and procedures for the Overtime Exempt Exclusion List are set forth in the County Administrator's memo of November 6, 2002, as may be amended.

Employees may be approved for placement on the Overtime Exempt Exclusion List if and when they are assigned to a special or temporary project or task that requires persistent, excess work hours, without relief from their regular job duties. Overtime pay will not be authorized as a means to address normal staffing or operational issues.

B. Overtime: Employees on the Overtime Exempt Exclusion List will be compensated at one and one-half (1.5) times their base rate of pay (excluding differentials) for authorized work exceeding eight (8) hours in a day or forty (40) hours in a week.

C. Length of Service Credits: Length of service credit dates from the beginning of the last period of continuous County employment, including temporary, provisional and permanent status and absences on an approved leave of absence; except that when an employee separates from a permanent position in good standing and is subsequently re-employed in a permanent County position within two (2) years from the date of separation, the period of separation will be bridged. Under these circumstances, the service credits will include all credits accumulated at the time of separation but will not include the period of separation. The service credits of an employee are determined from employee status records maintained by the Human Resources Department.

D. This section does not apply to employees in classifications of Unit C.

41.10 Vacation Buy Back:

A. Employees may elect payment of up to one-third (1/3) of their annual vacation accrual, subject to the following conditions: (1) the choice can be made only once in each calendar year; (2) payment 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.

B. 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.

C. Employees promoted, hired or rehired by the County into any classification represented by Local 21 on and after October 1, 2011, are not eligible for the Vacation Buy-Back benefit. However, any employee who was eligible for a Vacation Buy-Back benefit before promoting into a classification represented by

Local 21 will retain that benefit after promoting into a classification represented by Local 21.

D. This section does not apply to employees in classifications of Unit C.

41.11 Professional Development Reimbursement: Employees (excluding Engineering Managers) are eligible for reimbursement of up to six hundred twenty-five dollars ($625) for each two (2) year period beginning on January 1, 1999, for memberships in professional organizations, professional license fees required by the employee's classification, subscriptions to professional publications, attendance fees at job-related professional development activities and purchase of job-related computer hardware and software (excludes automation connectivity, support, or subscription fees) from a standardized County-approved list or with Department Head approval, provided each employee complies with the provisions of the Computer Use and Security Policy adopted by the Board of Supervisors and the applicable manuals. In order to receive reimbursement, the employee must have been in an eligible classification when the expense was incurred.

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). Certification regarding compliance with the County's computer use and security policy may be required. Questions regarding appropriateness of request will be answered by the Office of the County Administrator.

41.12 Sick Leave Incentive Plan: 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 Payment 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 payments made pursuant to this section are in lieu of County retirement benefits resulting from employment by this County or by Districts governed by this Board.

41.13 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 eyeglasses be prescribed for the employee following the examination, the County agrees to provide, at no cost, basic 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.

41.14 Long-Term Disability Insurance: The County will continue in force the Long Term Disability Insurance program with a replacement limit of eighty-five (85%) of total monthly base earnings reduced by any deductible benefits. Effective July 1, 2016, the LTD program is discontinued for employees. An LTD claim filed prior to July 1, 2016 will be processed under the LTD program, until such time as the claim is closed.

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

SECTION 42 – SPECIAL BENEFITS FOR MANAGEMENT EMPLOYEES BY DEPARTMENT OR CLASS

42.1 Accounting Certificate Differential: Employees in professional accounting, auditing or fiscal officer positions who possess one of the following certifications in good standing will receive a differential of five percent (5%) of base monthly salary: (1) A valid Certified Public Accountant (CPA) license issued by the State of California, Department of Consumer Affairs, Board of Accountancy; (2) a Certified Internal Auditor (CIA) certification issued by the Institute of Internal Auditors; (3) a Certified Management Accountant (CMA) certification issued by the Institute of Management Accountants; or

(4) a Certified Government Financial Manager (CGFM) certification issued by the Association of Government Accountants.

42.2 Agriculture Department Differential: The classes of Deputy Sealer Weights/Measure (BWHA) and Deputy Agricultural Commissioner (BAHA) will receive a differential of three and one-half percent (3.5%) of base monthly salary for possession of either a valid Commissioner License or a valid Sealer of Weights and Measures License.

42.3 Angiogram Differential: Employees in the classes of Diagnostic Imaging Manager (V8HB) and Assistant Diagnostic Imaging Manager (V8HC) when performing an angiogram other than on day shift, Monday through Friday, will be additionally compensated at a flat rate of five hundred dollars ($500) per procedure.

42.4 Animal Services Search Warrant: Employees in the class of Animal Services Lieutenant (BJHB) will be compensated for time spent in assisting law enforcement agencies in the serving of search warrants. The amount of special compensation per incident is one hundred dollars ($100) and it will continue to be equal to that paid to Animal Services Officers for performing this duty. Only employees involved in actual entry team activities will be so compensated. The department continues to retain the sole right to select and assign personnel to such search warrant duty.

42.5 Animal Services Uniform Allowance: The uniform allowance for employees in the classification of Animal Services Lieutenant (BJHB) is eight hundred dollars ($800) effective July 1, 2001, payable one-twelfth (1/12) of the yearly total in monthly pay warrants. Any other increase in the Uniform Allowance, which may be granted to Animal Services Officers while this Resolution is in effect, is granted to the Animal Services classes.

42.6 Assessor Education Differential: Employees in the classes of Principal Appraiser (DADC), Supervising Appraiser (DAHC), Supervising Auditor-Appraiser (DRNA), Auditor-Appraiser I (DRWB), Auditor Appraiser II (DRVA) and Senior Auditor-Appraiser (DRTA) are entitled to a salary differential of two and one-half percent (2.5%) of base monthly salary for possession of a certification for educational achievement from at least one of the following:

A. American Institute of Real Estate Appraisers Residential Member designation.

B. State Board of Equalization Advanced Appraiser Certification.

C. International Association of Assessing Officers Residential Evaluation Specialist.

D. Society of Auditor-Appraiser Master Auditor-Appraiser designation.

E. Society of Real Estate Appraisers Senior Residential Appraiser designation.

F. Any other certification approved by the County Assessor and the Director of Human Resources.

42.7 <u>Assessor Mileage Reimbursement:</u> Effective October 1, 1999, in lieu of additional mileage reimbursement, the salaries of the Supervising Appraiser (DAHC) and Supervising Auditor-Appraiser (DRNA) classifications are increased by one (1) level. Beginning January 1, 2000, mileage allowance for use of their personal vehicles on County business will be paid at the rate allowed by the Internal Revenue Service.

42.8 <u>Employment and Human Services Division Manager Differential:</u> Employees in the classification of Employment and Human Services Division Manager (XADD) are eligible to receive a 5% salary differential for a special project assignment. The qualifying special project must involve executive leadership, management, oversight, and supervision of operational division managers. The employee must be assigned to the qualifying special project by the Director of Employment and Human Services and the Director must approve the differential. The duration of the differential may not exceed twenty four (24) months, even if the special project assignment is longer. When approved, the differential will become effective on the first day of the following month. No more than two (2) employees may receive this differential at the same time.

42.9 <u>Engineer Continuing Education Allowance:</u> Public Works employees in the classifications of Associate Civil Engineer (NKVC), Senior Land Surveyor (NSGA), Engineering Technician Supervisor–Construction (NSHE), Engineering Technician Supervisor–Land Surveyor (NSHD), Engineering Technician Supervisor–Materials Testing (NSHC), Senior Civil Engineer (NKHA), Senior Traffic Engineer (NKHB), Senior Hydrologist (N9HC), Supervising Civil Engineer (NKGA) and Supervising ARP Engineer (V4HE) are eligible to receive a one year Continuing Education Allowance of two and one-half percent (2.5%) of base monthly salary if they complete at least (60) hours of approved education or training or at least three (3) semester units of approved college credit or approved combination thereof, subject to the following conditions.

A. The specific education or training must be submitted in writing by the employee to the Public Works Director or his designee prior to beginning the course work.

B. The education or training must be reviewed and approved in advance by the Public Works Director or his designee as having a relationship to the technical or managerial responsibilities of the employee's current or potential County job classifications.

C. Employees who qualify for this allowance do so for a period of only twelve (12) months, commencing on the first day of the month after proof of completion is received and approved by the Public Works Director or his designee. This allowance automatically terminates at the end of the twelve (12) month period.

42.10 <u>Engineer Professional Development Reimbursement:</u> Employees in the classification of Engineering Managers will be allowed reimbursement for qualifying professional development expenses and professional engineering license fees required by the employee's classification up to a total of seven hundred dollars ($700) for each two (2) year period beginning on January 1, 2000. Effective July 1, 2007, the allowable reimbursement amount will be increased by one hundred fifty dollars ($150) for a total of

eight hundred fifty dollars ($850). Effective on January 1, 2008, Engineering Managers will be allowed reimbursement for qualifying professional development expenses and professional engineering license fees required by the employee's classification up to a total of nine hundred dollars ($900) for each two (2) year period.

Allowable expenses include the following activities and materials directly related to the profession in which the individual is engaged as a County employee:

A. Membership dues to professional organizations.

B. Registration fees for attendance at professional meetings, conferences and seminars.

C. Books, journals and periodicals.

D. Tuition and text book reimbursement for accredited college or university classes.

E. Professional license fees required by the employee's classification.

F. Application and examination fees for registration as a professional engineer, architect or engineer-in-training.

G. Certain job-related instruments, job-related computer hardware and software from a standardized County approved list or with Department Head approval, provided each Engineer complies with the provisions of the Computer Use and Security Policy adopted by the Board of Supervisors and the applicable manuals.

Individual professional development reimbursement requests require the approval of the Department Head. Reimbursement occurs through the regular demand process with demands being accompanied by proof of payment (copy of invoice or canceled check).

In order to receive reimbursement, the employee must have been in an eligible classification when the expense was incurred.

42.11 <u>Engineer Structural Registration Differential:</u> Incumbents of the classes of Structural Engineer-Building Inspection (NESB), Senior Structural Engineer-Building Inspection (NEVB), Supervising Structural Engineer-Building Inspection (FADB), and Principal Structural Engineer-Building Inspection (NCHA), employed in the Department of Conservation and Development who possess a valid Certificate of Authority to use the title "Structural Engineer" issued by the California State Board of Registration for Professional Engineers, are entitled to receive a differential of five percent (5%) of the base monthly salary.

42.12 <u>Library Department Holidays:</u> For all employees in the County Library Department, the day after Thanksgiving is deleted as a holiday and the day before Christmas is added as a holiday.

42.13 Nursing Shift Coordinator, Holiday Pay: Permanent full time, permanent part-time and permanent-intermittent employees in the classification of Nursing Shift Coordinator (VWHH), who work on a holiday, are entitled to receive their choice of overtime pay or compensatory time credit for all hours worked, up to a maximum of eight (8) hours. Employees who elect to receive compensatory time credit in lieu of overtime pay must agree to do so for a full fiscal year (July 1 through June 30). The employee must notify their departmental payroll staff of any change in election by May 31 of each year.

42.14 Nursing Shift Coordinator Differentials: Effective September 1, 2003, employees in the classification of Nursing Shift Coordinator are eligible for the following differentials under the stated circumstances:

A. Evening Shift. An employee who works an evening shift of four (4) hours or more between the hours of 5:00 p.m. and 11:00 p.m. will be paid a shift differential of twelve percent (12%) of the employee's base rate of pay.

B Night Shift. An employee who works a night shift of four (4) hours or more between the hours of 11:00 p.m. and 8:00 a.m. will be paid a shift differential of fifteen percent (15%) of the employee's base rate of pay.

C. Code Gray/STAT Team Differential. An employee who is assigned by administration to respond to emergency Code Gray calls as a member of the STAT Team will be paid a differential of ten percent (10%) of the employee's base rate of pay.

42.15 Nurse Manager Longevity Differentials. Employees in the classifications listed in subsection 42.15, below, are eligible for the following longevity differentials:

A. Seven Years of Service. Employees who have completed seven (7) years of appointed service for the County are eligible to 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 completes seven years of service. For employees who completed seven (7) years of appointed service on or before July 1, 2006, this longevity differential will be paid prospectively only from July 1, 2006.

B. Ten Years of Service. Employees who have completed ten (10) years of appointed service for the County are eligible to receive an additional 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, for a total longevity differential of five percent (5%). For employees who completed ten (10) years of appointed service on or before July 1, 2006, this longevity differential will be paid prospectively only from July 1, 2006.

C. Fifteen Years of Service. Employees who have completed fifteen (15) years of appointed service for the County are eligible to receive a additional 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, for a total longevity differential of seven and one-half percent (7.5%). For employees who completed fifteen (15) years of appointed service on or before July 1, 2006, this longevity differential will be paid prospectively only from July 1, 2006.

D. Twenty Years of Service. Employees who have completed twenty (20) years of appointed service for the County are eligible to receive an additional two and one-half percent (2.5%) longevity differential effective on the first day of the month following the month in which the employee completes twenty years of service, for a total longevity differential of ten percent (10%). For employees who completed twenty (20) years of appointed service on or before July 1, 2006, this longevity differential will be paid prospectively only from July 1, 2006.

E. Eligible Classes.

This section applies only to the following classifications:

Utilization Review Manager (Utilization Review Manager (VWHG)
Public Health – Nurse Program Manager (VWHL)
Nursing Program Manager (VWHF)
Nursing Shift Coordinator (VWHH)
Health Plan Nurse Program Director (VRFA)
Director of Safety & Performance Improvement Supervisor (VWFA)
Director of Psychiatric Nursing Services (VWDD)
Director of Public Health Clinic Services (VVGS)
Director of Hospital Nursing Services (VWDB)
Director of Inpatient Nursing Operations (VWDF)
Director of Ambulatory Care Nursing Services (VWDC)
Chief Nursing Informatics Officer (VWDH)
Chief of Detention Health Nursing Services (VWDG)
Assistant Director of Safety & Performance Improvement (VWGB)
Ambulatory Care Clinical Supervisor (VWHJ)
Advice Nurse Manager (VWHK)

42.16 Health Services Manager Differential: Employees in the following classifications and who are assigned to one of the following facilities (orgs) listed below, will be paid a differential of five percent (5%) of the employee's base rate of pay.

Nursing Program Manager (VWHF)
Conservatorship/Guardianship Program Manager (VQDL)
Mental Health Program Manager (VQDC)
Mental Health Program Supervisor (VQHP)
Conservatorship Program Supervisor (VQHM)
Health Services Administrator – Level C (VANH)
Properties Trust Officer (VAVA)

0451-Conservatorship
2578- Martinez Detention
2580- West County Detention
2585- Marsh Creek Detention
3120-Juvenile Hall
3160 Byron Boys Center
5700-Martinez Detention Infirmary
5701-West County Detention Infirmary
5702-Juvenile Hall Nursing
5710-Detention Mental Health Martinez
5711-Detention Mental Health West County
5951-Youth Institutional Mental Health
5974-West County Adult Mental Health
6313-Psychiatric Unit
6381-Psychiatric Emergency
6383-Emergency

42.17 Environmental Analyst III, Planner III, and Environmental Planner Assignment Differential: Incumbents in the classes of Environmental Analyst III (5RTA), Planner III (5ATA), and Environmental Planner (5ATC) may be given a five percent (5%) or ten percent (10%) base monthly salary differential at the discretion of the Department Head while engaged on special project assignments with major political and/or financial impact. Differentials become effective on the first of the month following the month approved, and terminate on the last day of the month in which the assignment is completed, unless terminated earlier by the Department Head. All differential assignments will be reviewed on July 1 of each year to determine what level of differential, if any, will continue to be paid.

42.18 Public Works Emergency Work Differential: Employees in the classifications of Public Works Maintenance Supervisor (PSHB), Public Works Assistant Field Operations Manager (PSGA), and Vegetation Management Supervisor (GPHG) who are required by the Public Works Director or his designee to work in response to an "emergency," will be compensated at the rate of one (1.00) times their base rate of pay (excluding differentials) for authorized work performed in excess of their regularly scheduled work day or work week.

42.19 Public Works Seasonal Construction Differential: Employees in the classifications of Public Works Maintenance Supervisor (PSHB), Public Works Assistant Field Operations Manager (PSGA), and Vegetation Management Supervisor (GPHG) who are scheduled by the Public Works Director or his designee to work during the "construction season," will be compensated at the rate of one (1.00) times their base rate of pay (excluding differentials) for all authorized work performed in excess of their regularly scheduled work day or work week.

42.20 Public Works Maintenance Managers Education Allowance: Employees in the classifications of Public Works Field Operations Manager (PSFB), Public Works Assistant Field Operations Manager (PSGA), Public Works Maintenance Supervisor (PSHB), Vegetation Management Supervisor (GPHG), and Public Works Resources

Manager (PSSD) are eligible to receive a one year Continuing Education Allowance of two and one half percent (2.5%) of base monthly salary if they complete at least sixty (60) hours of approved education or training or at least three (3) semester units of approved college credit or approved combination thereof, subject to the following conditions:

A. The specific education or training must be submitted in writing by the employee to the Public Works Director or his designee prior to beginning the course work.

B. The education or training must be reviewed and approved in advance by the Public Works Director or his designee as having a relationship to the technical or managerial responsibilities of the employee's current or potential County job classifications.

C. Employees who qualify for this allowance do so for a period of only twelve (12) months, commencing on the first day of the month after proof of completion of course work is received and approved by the Public Works Director or his designee. This allowance automatically terminates at the end of the twelve (12) month period.

42.21 Real Property Agent Advanced Certificate Differential: Employees in the management classes of Principal Real Property Agent (DYDA) and Supervising Real Property Agent (DYNA) are entitled to receive a monthly differential in the amount of five percent (5%) of base monthly salary for possession of a valid Senior Member Certificate issued by the International Executive Committee of the International Right of Way Association or a valid certificate for a Real Property Administrator designation or a Facilities Management Administrator issued by the Building Owners & Managers International. Verification of eligibility will be by the Department Head or his/her designee. Eligibility for receipt of the differential begins on the first day of the month following the month in which eligibility is verified by the Department Head.

Employees in the Public Works Department in the classifications of Senior Real Property Agent, (DYTB), Associate Real Property Agent (DYTA), Assistant Real Property Agent (DYVA), Junior Real Property Agent (DYWA), and Junior Real Property Agent-Project (DYW1), are entitled to a salary differential of five percent (5%) of base pay for possessing and maintaining a valid certification issued by one or both of the following: The International Right of Way Association (IRWA) Senior Membership Designation; Building Owners and Managers Institute (BOMI); Real Property Administrator (RPA) designation; or Facilities Management Administrator (FMA) designation.

All employees who qualify for the Senior Member certificate must recertify every five (5) years with the International Right of Way Association in order to retain the Senior Member designation and continue to receive the differential. In order to recertify, a Senior Member must accumulate seventy-five (75) hours of approved education which may include successfully completing courses, attending educational seminars or teaching approved courses.

42.22 Sheriff Continuing Education Allowance: Sheriff's Department employees in the classes of Administrative Services Assistant III (APTA), Sheriff's Director of Property and Evidence (64FG), Detention Services Supervisor (64HA), Inmate Industries Engraving Program Supervisor (64HG), Inmate Industries Supervisor (64HF), Manager-Central Identification Services (64DB), Records Manager (64HE), Sheriff's CAD/RMS Systems Manager (PEDG),Sheriff's Communications Center Director (64NC), Sheriff's Director of Food Services (64FF), Sheriff's Director of Support Services (6AFE), Sheriff's Telecommunication Technology Manager (PEDD), and Forensics Manager (6CGA) are eligible to receive a two and one-half percent (2.5%) of base monthly salary Continuing Education Allowance for any fiscal year in which they complete at least sixty (60) hours of education or training or at least three(3) semester units of college credit or combination thereof, approved by the department, subject to the following conditions:

A. An application must be submitted in advance, to the Sheriff's Department prior to the fiscal year in which the education or training will occur.

B. The education or training must be directly related to the technical or Management duties of the employee's job.

C. The course must be reviewed and approved by the Sheriff's Department Standards and Resources Bureau in advance.

D. The employee must show evidence of completion with a passing grade.

42.23 Sheriff Emergency Services Standby Differential: Employees in the classes of Emergency Planning Coordinator (9GSA), Senior Emergency Planning Coordinator (9GWB) and County Emergency Services Manager (9GGA) who perform standby duty of the Office of Emergency Services at least one (1) week per month, are entitled to receive a differential in the amount of two and one-half percent (2.5%) of base monthly salary.

42.24 Sheriff Uniform Allowance: The non-sworn management employees in the Sheriff-Coroner's Department will be paid a uniform allowance in the amount of eight hundred seventy-two dollars ($872) per year effective July 1, 2007, payable one-twelfth (1/12) of the yearly total in monthly pay warrants. The management employees eligible for this uniform allowance are: Sheriff's Communications Center Director (64NC).

42.25 Sheriff - Detention Division Meals: Employees assigned to the Detention Division will have fifteen dollars ($15.00) per month deducted from their pay checks in exchange for meals provided by the Department. The employee may choose not to eat facility food. In that case, no fees will be deducted.

42.26 Treasurer-Tax Collector Professional Development Differential: Incumbents of the following listed classifications in the Treasurer-Tax Collector's Department are eligible to receive a monthly differential equivalent to five percent (5%) of base salary for possession of at least one (1) of the following specified professional certifications and for completion of required continuing education requirements associated with the individual certifications. Verification of eligibility for any such differential must be in writing by the Treasurer-Tax Collector or his/her designee. Under this program, no

employee may receive more than a single five percent (5%) differential at one time regardless of the number of certificates held.

Eligible classes are:
Treasurer's Accounting Officer (S5SG)
Treasurer's Investment Operations Analyst (S5SD)
Tax Operations Supervisor (S5HC)

Qualifying Certificates:
Certified Cash Manager (C.C.M.)
Certified Financial Planner (C.F.P.)
Certified Government Planner (C.G.F.P.)
Certified Treasury Manager (C.T.M.)
Chartered Financial Analyst (C.F.A.)

42.27 Fire Recall and Standby Differential. A salary differential in the amount of five percent (5%) of the monthly base salary shall be in effect for management personnel in the Contra Costa County Fire Protection District assigned to standby and emergency recall a minimum of two (2) weeks each month. Management personnel assigned to standby and emergency recall for one (1) week in each four (4) consecutive weeks shall receive a differential in the amount of two and one-half percent (2.5%) of the monthly base salary.

42.28 Other – Special Benefits: It is the intent of the parties that this Memorandum of Understanding includes all "special benefits" that have been authorized by the Board of Supervisors and that are currently provided to employees of this Union. In the event that the Union identifies an authorized "special benefit" that the Union believes has been inadvertently excluded from this Memorandum of Understanding, the Union may request to meet and confer.

If the County agrees that the "special benefit" was authorized by the Board of Supervisors and inadvertently excluded, the County will provide the "special benefit" in a Side Letter.

42.29 Hazardous Material Certification Allowance. Health Services Department employees in the classification of Assistant Director of Hazardous Material Program (VLFA) are eligible to receive the following differentials on a monthly basis:

A. Incident Response Team (B95): a differential of one hundred and sixty three dollars and fifty cents ($163.50) per month while participating on the Incident Response Team.

B. Certifications Differential (C28): a monthly differential in the amount of five percent (5%) of base monthly salary for the possession and maintenance of all three (3) of the following certifications:
   - State required certifications (current and future) to perform Unified Program Inspections.

- Hazardous Waste Operations and Emergency response Standards as defined in Section 5192 (e) of Title 8 of the California Code of Regulations.
- California Specialized Training Institute (CSTI) Hazardous Materials Specialist certifications.

C. Continuing Education Allowance (AC3): a Continuing Education Allowance of two and one half percent (2.5%) of base monthly salary for the fiscal year following the fiscal year in which the employee completes at least sixty (60) hours of pre-approved education or training, other than the training that is required by law for Assistant Director of Hazardous Material Program or required by the minimum qualifications for the classification of Assistant Director of Hazardous Material Program set forth in the respective job description, or at least three (3) semester units of pre-approved college credit, or a pre-approved combination thereof, subject to the following conditions:

1. An application must be submitted to the Hazardous Materials Division Director prior to beginning the education or training.
2. The education or training must be directly related to the technical duties of the employee's job.
3. The course must be approved, in advance, by the Hazardous Materials Division Director.
4. The employee must provide evidence of completion of the course with a passing grade, when applicable.

SECTION 43 –STATE DISABILITY INSURANCE (SDI)

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

"Integration" means that employees are required to use their sick leave accruals to supplement the difference between the amount of the SDI payment and the employee's base monthly salary to the extent that the total payment does not exceed the employee's base monthly salary. Integration of sick leave with the SDI benefit is automatic and cannot be waived. Integration applies to all SDI benefits paid. For employees off work, on disability, and receiving SDI, the employee's County Department will make appropriate integration adjustments, including retroactive adjustments, if necessary. Employees must inform their Department of their application for SDI in a timely manner in order for the Department to make appropriate integration adjustments. SDI benefit payments will be sent directly to the employee by the State of California.

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

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

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

When the SDI benefit is exhausted, integration terminates. The employee then may continue to use sick leave without integration and/or other accruals.

When sick leave accruals are totally exhausted, integration with the SDI benefit terminates.

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

43.3 Method of Integration. For purposes of integration with the SDI program, all full-time employees' schedules will be converted to eight (8) hour/five (5) day weekly work schedules.

The formula for full-time employees' sick leave integration charges is as follows:

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

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

43.4 **Definition.** "Base Monthly Salary", for purposes of the SDI integration program, is defined as the salary amount of the employee's step on the salary schedule of the employee's classification at the time of integration.

Date: 6/21/16

Contra Costa County: *(Signature / Printed Name)*	**For IFPTE, Local 21:** *(Signature / Printed Name)*
Stacey Cue	Jonathan T. Wright
Glynis Hughes / Glynis Hughes	/
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PROFESSIONAL AND TECHNICAL ENGINEERS IFPTE, LOCAL 21

APPENDIX

A. CLASS AND SALARY LISTING – SUPERVISORY UNIT

B. CLASS AND SALARY LISTING – NON-SUPERVISORY UNIT

C. CLASS AND SALARY LISTING – UNIT C

D. MANAGEMENT CLASSIFICATIONS EXCLUDED FROM AGENCY SHOP

E. SHIFT DIFFERENTIAL, ON-CALL, CALL BACK MATRIX

F. SPECIAL PAYS AND BENEFITS FOR PERMANENT-INTERMITTENT AND TEMPORARY EMPLOYEES

G. LAYOFF PROCEDURE

H. RETURN TO WORK POLICY

CLASSIFICATIONS PERFORMING SUPERVISORY DUTIES
(SUPERVISORY UNIT)
(Sorted By: Classification)
Effective July 1, 2016

APPENDIX A

			Salary Range	
Job Code	**Class Title**	**Flex Staff (F), Deep Class (D)**	**From**	**To**
3AGF	ADULT LITERACY PROGRAM MANAGER		$5,765	$7,362
VWHK	ADVICE NURSE MANAGER		$9,511	$10,486
VWHN	ADVICE NURSE SUPERVISOR		$8,872	$9,781
V7DB	AIDS PROGRAM DIRECTOR		$7,308	$8,883
9BHC	AIRPORT OPERATIONS MANAGER		$6,085	$7,396
VHFB	ALCOHOL AND OD SVCS PRGM CHIEF		$7,315	$8,892
VADB	AMBULATORY CARE ADMIN		$7,626	$9,269
VWHJ	AMBULATORY CARE CLIN SUPV		$8,632	$10,492
BJHC	ANIMAL CENTER OPERATIONS SUPV		$4,885	$5,938
BJHB	ANIMAL SVCS LIEUTENANT		$4,695	$6,771
BJSS	ANIMAL SVCS VOLUNTEER COORD		$3,870	$4,704
XQGD	AREA AGENCY ON AGING PRGM MNGR		$7,382	$9,449
APSF	ASSESSOR'S CUSTOMER SERV COORD		$5,943	$8,397
NEVA	ASSOC CAPITAL FAC PROJ MANAGER	F	$6,887	$8,371
NKVC	ASSOC CIVIL ENGINEER	D Res # 89/194	$6,880	$9,253
N4HA	ASSOC TRAFFIC ENGINEER		$7,626	$8,408
NEWC	ASST CAPITAL FAC PROJ MANAGER	F	$6,200	$7,537
VIHA	ASST CHIEF CARD SUPPORT SVCS		$7,010	$8,521
VHGF	ASST CLINICAL LAB MANAGER		$7,080	$8,606
VASG	ASST CONTRACTS ADMINISTRATOR		$5,954	$7,237
V8HC	ASST DIAGNOSTIC IMAG MNGR		$7,664	$9,315
9BNA	ASST DIR OF AIRPORTS		$8,168	$10,177
VLGA	ASST DIR OF ENV HLTH SVCS		$7,588	$9,224
**VLFA	ASST DIR OF HAZ MAT PROGRAM		$7,479	$9,091
VWGB	ASST DIR OF SAFETY & PERF IMPR		$9,314	$11,322
VYSC	ASST DIR PHARMACY SVCS		$8,734	$10,616
1KDC	ASST DIR-NUTRIT SVCS		$5,446	$6,620
V5HQ	ASST DIR-REHAB THER SVCS		$7,359	$8,945
VCSH	ASST FACILITIES MANAGER		$5,820	$7,074
GFFA	ASST FACILITIES MNT. MANAGER		$7,330	$8,910
LBGD	ASST HLTH SVCS SYS DIR-NET OPS		$7,840	$10,507
APDH	AUDITOR CONTR BUS & SYS MNGR		$7,418	$9,496
V9HD	BIOMEDICAL EQUIPMENT MNGR		$5,808	$7,060
GFDD	BUILDING AND GROUNDS MANAGER		$7,215	$8,769
FADC	BUILDING INSP SPEC PROG COORD		$5,814	$7,067
LTNE	BUSINESS SYSTEMS MANAGER		$7,476	$10,019
VBGC	CALIF CHLDRN SVCS PROG ADMIN		$7,611	$9,251
X7SB	CAREER CENTER COORDINATOR		$5,539	$6,732
ADDK	CCTV PRODUCTION MANAGER		$5,398	$6,561
3AGC	CENTRAL LIBRARY MANAGER		$6,632	$8,062
VWNB	CENTRAL PROCESSING SUPVR		$4,616	$5,611
VIGA	CHIEF CARDIO SUPPORT SVCS		$6,432	$7,818

** Safety Classifications

CLASSIFICATIONS PERFORMING SUPERVISORY DUTIES
(SUPERVISORY UNIT)
(Sorted By: Classification)
Effective July 1, 2016

APPENDIX A

Job Code	Class Title	Flex Staff (F), Deep Class (D)	Salary Range From	Salary Range To
VWDG	CHIEF OF DET HLTH NURSING SVCS		$11,663	$12,247
V5GE	CHIEF PEDIATRIC THERAPIST		$7,359	$8,945
FADG	CHIEF PROPERTY CONSERVATION		$7,286	$8,857
PSFA	CHIEF PUB WKS MTCE SUPT		$6,231	$7,574
GWGA	CHIEF STATIONARY ENGINEER		$7,087	$8,615
VBGB	CHILD HLTH & DIS PROG MANAGER		$7,848	$9,539
APSE	CHILD SPPRT BUSINESS SVCS MNGR		$6,903	$8,815
LTWJ	CHILD SPPRT INFO SYS ANALYST		$5,610	$6,819
SMNA	CHILD SPPRT SUPERVISOR		$5,350	$6,503
VMHC	CHRONIC DISEASE & ENV PROG MGR		$6,299	$7,657
JPHD	CIVIL OPERATIONS SUPERVISOR		$4,860	$5,907
EASA	CLERK-RECORDER SVCS MANAGER		$6,718	$8,166
EAHA	CLERK-RECORDER SVCS SUPERVISOR		$4,657	$5,661
VHFA	CLINICAL LAB MANAGER		$9,894	$12,027
SMHA	COLLECTIONS SVCS MANAGER		$5,377	$6,535
V7DA	COMMUNICABLE DIS PGRM CHIEF		$7,618	$9,260
3AGG	COMMUNITY LIBRARY MANAGER		$5,765	$7,362
BJSR	COMMUNITY OUTREACH & EDUC MGR		$4,411	$5,361
64NE	COMMUNITY WARNING SYS MANAGER		$6,772	$8,231
VMHB	COMMUNITY WELL & PREV PRO DIR		$6,935	$8,429
NPHD	COMPUTER MAPPING SERVICES MNGR		$5,324	$6,471
LKGA	COMPUTER OPERATIONS MANAGER		$6,464	$8,662
LKHA	COMPUTER OPERATIONS SUPERVISOR		$5,539	$7,422
VQDL	CONSERV/GDNSHP PROGRAM MGR		$7,229	$8,787
VQHM	CONSERVATORSHIP PROG SUPV		$6,665	$8,102
XQHE	CONTRACTS ADMINISTRATOR		$6,567	$7,982
9GD2	COUNTY EMERGENCY SVCS DIR		$7,258	$8,822
AJDK	COUNTY SAFETY OFFICER		$5,972	$7,258
GKGC	CUSTODIAL & RECYCLE SVCS MNGR		$5,446	$6,620
GKHC	CUSTODIAL SVCS SUPERVISOR		$3,806	$4,626
BAHA	DEPUTY AGRICULTURE COMMR		$6,381	$7,756
VQFB	DEPUTY DIR OF BEHAVIORAL HLTH		$10,490	$12,750
AXFA	DEPUTY PUBLIC ADMINISTRATOR		$4,779	$5,809
BWHA	DEPUTY SEALER WEIGHTS/MEASURE		$6,381	$7,756
64HA	DETENTION SVCS SUPERVISOR		$4,316	$5,246
V5HH	DEVELOPMENTAL PROGRM SUPV		$5,261	$6,394
V8HB	DIAGNOSTIC IMAGING MANAGER		$9,351	$11,367
VWFA	DIR OF SAFETY & PERF IMPROVEME		$10,023	$12,183
VWDB	DIRECTOR HOSPITAL NURSING SVCS		$8,873	$10,786
VWDC	DIRECTOR OF AMBULATORY CARE NS		$10,074	$12,245
VCFA	DIRECTOR OF FAMLY, M & CH		$7,687	$9,343
VNDB	DIRECTOR OF HLTH INFO MGMT		$6,745	$8,198
ADDF	DIRECTOR OF JUSTICE SYST PROG		$8,403	$9,264

** Safety Classifications

CLASSIFICATIONS PERFORMING SUPERVISORY DUTIES
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APPENDIX A

			Salary Range	
Job Code	**Class Title**	**Flex Staff (F), Deep Class (D)**	**From**	**To**
VADC	DIRECTOR OF PATIENT ACCOUNTING		$7,258	$9,726
V0DA	DIRECTOR OF PH LAB SVCS		$8,255	$10,034
VYDC	DIRECTOR OF PHARMACY SVCS		$9,865	$11,991
VWDD	DIRECTOR OF PSYCH NURSING SVCS		$8,873	$10,786
V5GH	DIRECTOR OF REHAB THERAPY SVCS		$6,470	$7,865
VVGS	DIRECTOR PUB HLTH CLINIC SVCS		$9,993	$12,146
VWDF	DIRECTOR, INPATIENT NURSING OP		$10,074	$12,245
ARDC	DIVERSITY SVCS COORDINATOR		$6,387	$7,764
NPGA	DRAFTING SVCS COORDINATOR		$5,452	$6,626
NPHC	DRAFTING SVCS MANAGER		$4,831	$5,872
XADD	EHS DIVISION MANAGER		$7,382	$9,449
XAD1	EHS DIVISION MANAGER-PROJECT		$7,382	$9,449
XQNA	EHS FACILITIES MANAGER		$6,502	$7,904
EBHA	ELECTIONS OUTREACH COORDINATOR		$4,657	$5,661
ALHB	ELECTIONS PROCESSING SUPVR		$4,657	$5,661
EBSA	ELECTIONS SVCS MANAGER		$6,718	$8,166
9GGA	EMERGENCY SERVICES MANAGER		$7,038	$9,432
NSHC	ENGINEERING TECH SUPV MAT TSTG		$6,213	$7,552
NSHE	ENGINEERING TECHNICIAN SUPV CO		$6,213	$7,552
NSHD	ENGINEERING TECHNICIAN SUPV LS		$6,213	$7,552
NBHB	ENGINEERING TECHNICIAN SUPV-TR		$6,213	$7,552
5RTA	ENVIRONMENTAL ANALYST III	F	$6,200	$7,537
1WDB	ENVIRONMENTAL SVCS MANAGER		$5,661	$6,881
1WHB	ENVIRONMENTAL SVCS SUPERVISOR		$3,565	$4,333
GFDG	FACILITIES MAINTENANCE MANAGER		$8,061	$9,798
VCDC	FACILITIES MANAGER		$7,558	$9,187
REDB	FIRE DIST COMM CENTER MANAGER		$7,817	$9,502
P2NC	FIRE DISTRICT APPARATUS MNGR		$5,872	$7,137
GFDF	FIRE DISTRICT FACILITIES MNGR		$7,172	$8,718
LTNC	FIRE DISTRICT INFO SYST MANGR		$7,476	$10,019
RBHA	FIRE DISTRICT LOGISTICS MGR		$5,666	$6,887
PMFB	FLEET MANAGER		$7,626	$9,269
PMHC	FLEET SERVICE CENTER SUPV		$5,936	$6,545
6CGA	FORENSIC MANAGER		$8,873	$10,786
GFSA	GENERAL SVCS FACILITIES SUPVR		$6,839	$8,313
LDSA	GIS ADMINISTRATOR	F	$7,710	$9,371
GPHH	GROUNDS MAINTENANCE SUPV		$4,904	$5,960
GPDE	GROUNDS MANAGER		$5,638	$6,853
V4HD	HAZARDOUS WASTE REDUCTION MNGR		$5,954	$7,237
VWHM	HEALTH CARE RISK MANAGER		$8,873	$10,786
VCGE	HEALTH PLAN BUSINESS SVCS MNGR		$5,132	$6,238
VRGB	HEALTH PLAN CLINICAL PRG OFCR		$8,117	$9,866
VRFA	HEALTH PLAN NURSE PROGRAM DIR		$10,064	$12,232

** Safety Classifications

CLASSIFICATIONS PERFORMING SUPERVISORY DUTIES
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APPENDIX A

			Salary Range	
Job Code	**Class Title**	**Flex Staff (F), Deep Class (D)**	**From**	**To**
V9HG	HEALTH PLAN PATIENT SVCS SUPV		$4,681	$5,689
VYSE	HEALTH PLAN PHARMACY MANAGER		$8,165	$10,421
VCDD	HEALTH SVCS DIR/PLNG & FAC		$7,626	$9,269
VBSM	HEALTH SVCS EMERG PREP MANAGER		$6,900	$8,387
LKFA	HEALTH SVCS INFO SYS OPS MNGR		$6,464	$8,662
VCFB	HEALTH SVCS INFO TECH SUPV		$7,476	$10,019
VASE	HEALTH SVCS PLAN/EVAL DIRECTOR		$6,846	$8,321
VCTA	HEALTH SVCS REIM ACCOUNTANT		$7,258	$9,726
VCHB	HLTH PLAN SALES/OUTRCH MANAGER		$6,394	$7,772
VVFC	HOME HEALTH AGENCY DIRECTOR		$8,900	$10,818
VDHA	HOMELESS SERVICES CHIEF		$7,308	$8,883
VRGD	HP DIR OF PROVIDER REL & CRED		$8,141	$9,895
VRGE	HP DIRECTOR OF CONTRACTING		$8,141	$9,895
LBGF	HS IT PROJECT MANAGER		$7,476	$10,019
N9SB	HYDROLOGIST		$5,954	$7,237
VWSF	INFECTION PREV AND CONTROL MGR		$9,654	$10,643
LTNA	INFO SYS MANAGER I		$7,476	$10,019
LTNB	INFO SYS MANAGER II		$8,648	$10,512
LPVA	INFO SYS PROGRAMMER/ANALYST II	F	$5,610	$6,819
LPNB	INFO SYS PROGRAMMER/ANALYST IV	F	$6,792	$9,102
LPTB	INFO SYS PROGRAMMER/ANLYST III	F	$6,194	$7,529
LPNA	INFO SYS PROJECT MANAGER		$7,476	$10,019
LBHB	INFO SYSTEMS SUPERVISOR		$6,509	$7,911
LBSB	INFO TECH PROJECT MANAGER		$7,476	$9,088
64HG	INMATE INDUST ENGRAVE PROG SUP		$4,607	$5,600
64HF	INMATE INDUST SUPERVISOR		$4,185	$5,087
VLSB	INTEGRATED PEST MGMT COORD		$7,537	$8,116
3KHA	LIBRARY CIRCULATION MANAGER		$4,254	$5,432
3ASF	LIBRARY CMNTY RLTNS MANGR		$6,007	$7,302
3AGE	LIBRARY COLL/TECHNICAL SVCS MG		$6,632	$8,062
3AHB	LIBRARY READING & LITERACY MGR		$6,632	$8,062
VQHL	M/H HOUSING SERVICES COORD		$6,225	$7,567
5PDB	MANAGER APPLICATION/PERMIT CE		$5,943	$8,397
64DB	MANAGER CENTRAL ID SVCS		$7,080	$8,606
VRWA	MANAGER OF MEMBER SERVICES		$6,567	$7,982
VCHF	MATERIEL MANAGEMENT SUPERVISOR		$4,662	$5,667
VCGA	MATERIEL MANAGER		$5,666	$6,887
VBFA	MEDICAL CARE ADMINISTRATOR		$6,394	$7,772
VNHB	MEDICAL RECORDS ADMINISTRATOR		$5,046	$6,134
X4HE	MEDICAL SOC SVC DIRECTOR		$6,085	$7,396
VAHD	MEDICAL STAFF SERVICES MANAGER		$4,486	$5,452
VQDM	MH CLINICAL OPERATIONS CHIEF		$7,981	$9,701
VQSH	MH CONSUMER EMPOWER PROG COORD		$5,271	$6,407

** Safety Classifications

CLASSIFICATIONS PERFORMING SUPERVISORY DUTIES
(SUPERVISORY UNIT)
(Sorted By: Classification)
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APPENDIX A

Job Code	Class Title	Flex Staff (F), Deep Class (D)	Salary Range From	Salary Range To
VQSJ	MH FAMILY SERVICES COORDINATOR		$4,116	$5,815
VQDN	MH PROGRAM CHIEF		$8,631	$10,491
VQDC	MH PROGRAM MANAGER		$7,186	$8,735
VQHP	MH PROGRAM SUPERVISOR		$6,541	$7,951
VQSE	MH PROJECT MANAGER		$6,873	$8,354
VQSF	MH QUALITY IMPROVEMENT COORD		$6,969	$8,471
VQHQ	MH VOCATIONAL SERVICES COORD		$6,873	$8,354
9XHA	MICROFILM SUPERVISOR		$4,722	$5,740
FAHB	NEIGHBORHOOD PRESVR PROG MNGR		$5,271	$6,407
LNSA	NETWORK ADMINISTRATOR I		$6,194	$7,529
LNSB	NETWORK ADMINISTRATOR II		$6,792	$8,255
LBTA	NETWORK ANALYST II	F	$6,792	$8,255
LBHA	NETWORK MANAGER		$7,476	$10,019
VWHF	NURSING PROGRAM MANAGER		$9,654	$10,643
VWH1	NURSING PROGRAM MANAGER-PROJ		$9,654	$10,643
VWHH	NURSING SHIFT COORDINATOR		$8,505	$10,337
JJHC	OFFICE MANAGER		$4,478	$5,719
VAGE	PATIENT ACCOUNTING MANAGER		$6,914	$8,404
VAGA	PATIENT FINANCIAL SERVICES MGR		$4,420	$6,893
5AVA	PLANNER II	F	$5,355	$6,509
5ATA	PLANNER III	F	$6,194	$7,529
DADC	PRINCIPAL APPRAISER		$8,431	$10,793
FRHA	PRINCIPAL BLDG PLAN CHECKER		$5,556	$7,850
FAHE	PRINCIPAL BUILDING INSPECTOR		$6,554	$7,966
5RHA	PRINCIPAL ENVIRO ANALYST		$8,804	$9,718
5AHD	PRINCIPAL PLANNER-LEVEL A	F, D Res # 87/585	$7,604	$9,265
5AHE	PRINCIPAL PLANNER-LEVEL B	F, D Res # 87/585	$8,813	$9,728
DYDA	PRINCIPAL REAL PROPERTY AGENT		$8,554	$10,398
NCHA	PRINCIPAL STRUCTURAL ENGINEER		$8,077	$9,817
9XGA	PRINT & MAIL SERVICES MANAGER		$5,820	$7,074
9XHE	PRINT & MAIL SERVICES SUPV		$4,884	$5,937
APHA	PROGRAM/PROJECTS COORDINATOR		$6,887	$8,391
LWVD	PROPERTY TAX BUS SYS MANAGER		$7,129	$9,554
V0HA	PUBLIC HEALTH LAB MANAGER		$7,193	$8,743
VWHL	PUBLIC HLTH NURSE PROG MANAGER		$8,818	$10,719
VBSD	PUBLIC HLTH PRGM SPEC I		$5,655	$6,874
VBND	PUBLIC HLTH PRGM SPEC II		$6,299	$7,657
VBS2	PUBLIC HLTH PRGM SPEC I-PRJ		$5,655	$6,874
PSGA	PW ASST FIELD OPERATIONS MNGR		$6,633	$7,692
PSFB	PW FIELD OPERATIONS MANAGER		$7,958	$9,673
PSHB	PW MAINTENANCE SUPERVISOR		$5,843	$6,777
PSSD	PW RESOURCES MANAGER		$5,843	$6,777
VRHA	QUALITY MGMT PROGRAM COORDIN		$8,069	$9,808

** Safety Classifications

CLASSIFICATIONS PERFORMING SUPERVISORY DUTIES
(SUPERVISORY UNIT)
(Sorted By: Classification)
Effective July 1, 2016

			Salary Range	
Job Code	Class Title	Flex Staff (F), Deep Class (D)	From	To
J9HF	RECORDER'S OPERATIONS MANAGER		$4,865	$5,913
64HE	RECORDS MANAGER		$6,772	$8,231
GPHJ	RECYCLE AND SURPLUS CENTER SUP		$4,908	$5,966
VCHD	REGISTRAR OF VITAL STATS		$5,178	$6,294
VAHC	REGISTRATION AND STAFFING MGR		$4,850	$5,896
V5HN	REHABILITATION THERAPY SVC SUP		$7,004	$8,513
6FHA	SAFETY SVCS MANAGER		$5,689	$6,915
AJWH	SAFETY SVCS SPCLST-LVL B	F, D Res # 82/358	$5,404	$6,584
NCNA	SENIOR STRUCTURAL ENGINEER	F	$8,478	$9,347
64FG	SHERIFF DIR OF PROP EVIDENCE		$6,772	$8,231
PEDG	SHERIFF'S CAD/RMS SYSTEMS MNGR		$6,997	$8,504
64NC	SHERIFF'S COM CENTER DIRECTOR		$6,772	$8,231
64FF	SHERIFF'S DIRECTOR OF FOOD SVC		$6,772	$8,231
6AFE	SHERIFF'S DIRECTOR OF SUP SVCS		$6,772	$8,231
PMSB	SHERIFF'S FLEET SVCS COORD		$4,553	$5,534
PEDD	SHERIFF'S TELECOM TECH MANAGER		$7,817	$9,502
XAHB	SOC SVC APPEALS SUPERVISOR		$6,606	$8,030
XQHC	SOC SVC BUSINESS SYST APP MNGR		$7,382	$9,449
XAGA	SOC SVC FRAUD PREVENTION MNGR		$7,194	$9,209
NEHA	SR CAPITAL FAC PROJECT MNGR		$7,973	$9,692
NKHA	SR CIVIL ENGINEER		$7,973	$9,692
3AGH	SR COMMUNITY LIBRARY MANAGER		$5,986	$7,644
N9HC	SR HYDROLOGIST		$7,973	$9,692
NEV2	SR STRUCTURAL ENGINEER-PRJ		$8,478	$9,347
NKHB	SR TRAFFIC ENGINEER		$8,337	$10,133
5AHB	SR TRANSPORTATION PLANNER	F	$7,059	$8,581
5ASE	SR WATERSHED MGMT PLNG SPEC		$7,024	$8,538
V9HC	STAFF AND PAT CARE COORDINATOR		$4,486	$5,452
XADE	STAFF DEVELOPMENT SUPERVISOR		$6,464	$7,857
NASB	STORMWATER POLL CONT MNGR		$7,973	$9,692
VHG5	SUBSTANCE ABUSE PROGRAM MGR-P		$6,547	$7,959
VHGE	SUBSTANCE ABUSE PROGRAM MNGR		$6,547	$7,959
VHHB	SUBSTANCE ABUSE PROGRAM SUPV		$6,121	$7,440
SAHJ	SUPERVISING ACCOUNTANT		$6,250	$7,597
DAHC	SUPERVISING APPRAISER		$6,842	$8,758
V4HE	SUPERVISING ARP ENGINEER		$9,069	$11,023
DRNA	SUPERVISING AUDITOR-APPRAISER		$6,842	$8,758
NEHC	SUPERVISING CAPITAL FAC PRJ MG		$8,988	$10,925
NKGA	SUPERVISING CIVIL ENGINEER		$8,988	$10,925
VHHF	SUPERVISING CLINICAL LAB SCIEN		$8,149	$9,905
1KHA	SUPERVISING COOK-JUVENILE HALL		$4,260	$4,697
VJHA	SUPERVISING CYTOTECHNOLOGIST		$6,983	$8,488
VLHA	SUPERVISING ENVIRON HLTH SPEC		$7,094	$8,623

** Safety Classifications

CLASSIFICATIONS PERFORMING SUPERVISORY DUTIES
(SUPERVISORY UNIT)
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APPENDIX A

			Salary Range	
Job Code	**Class Title**	**Flex Staff (F), Deep Class (D)**	**From**	**To**
6CHA	SUPERVISING FRNSC TOXICOLOGIST		$8,529	$10,367
NXHA	SUPERVISING GRAPHICS TECH		$4,140	$5,032
V5HJ	SUPERVISING PEDIATRIC THERAPST		$6,805	$8,272
DYNA	SUPERVISING REAL PROPERTY AGNT		$7,031	$8,547
NCGA	SUPERVISING STRUCTURAL ENG		$8,682	$10,553
FADF	SUPERVISOR INSPECTION SERVICES		$7,286	$8,857
9XHB	SUPPLY AND DIST SUPERVISOR		$4,807	$5,843
S5HC	TAX OPERATIONS SUPERVISOR		$5,734	$6,970
PEDC	TELECOM MANAGER		$8,013	$9,740
NAGA	TRANSPORTATION PROGRAM MANAGER		$8,769	$10,658
XQHG	TRANSPORTATION SERVICES MANAGE		$6,375	$7,749
S5SG	TREASURER'S ACCOUNTING OFFICER		$6,275	$7,627
VWHG	UTILIZATION REVIEW MANAGER		$8,632	$10,492
GPHG	VEGETATION MANAGEMENT SUPV		$6,244	$7,241
96TA	VETERANS SVC BRANCH OFF MNGR		$5,193	$6,313
2KHA	VICT/WIT ASSISTANCE PROG MNGR		$4,865	$5,913
AJHB	WORKERS COMP CLAIMS SUPERVISOR		$6,337	$7,703

** Safety Classifications

CLASSIFICATIONS PERFORMING SUPERVISORY DUTIES
(NON-SUPERVISORY UNIT)
(Sorted By: Classification)
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APPENDIX B

			Salary Range	
Job Code	**Class Title**	**Flex Staff (F), Deep Class (D)**	**From**	**To**
SAWA	ACCOUNTANT I	F	$4,328	$5,261
SAVA	ACCOUNTANT II	F	$4,836	$5,878
SATA	ACCOUNTANT III	F	$5,511	$6,699
APT1	ADMINISRATIVE SVCS ASST III-PR		$5,820	$7,074
APWA	ADMINISTRATIVE ANALYST	F	$4,099	$4,982
APW1	ADMINISTRATIVE ANALYST-PROJECT	F	$4,099	$4,982
ADSG	ADMINISTRATIVE SUPPORT ASST		$4,836	$5,878
APVA	ADMINISTRATIVE SVCS ASST II	F	$4,987	$6,061
APTA	ADMINISTRATIVE SVCS ASST III	F	$5,820	$7,074
APV2	ADMINISTRATIVE SVCS ASST II-PR		$4,987	$6,061
XQVB	AGING & ADULT SVCS SR STAFF AS		$5,883	$7,151
XQWC	AGING & ADULT SVCS STAFF ASST		$4,841	$5,884
9BDA	AIRPORT BUS AND DEV MANAGER		$7,403	$8,998
9BSB	AIRPORT ENVIRON & COM REL OFCR		$4,463	$5,425
AD91	APPEALS OFFICER		$9,042	$9,042
DYNB	ASST LEASE MANAGER		$7,243	$8,804
SFWA	AUDITOR I	F	$4,324	$5,256
SFVA	AUDITOR II	F	$4,836	$5,878
SFTA	AUDITOR III	F	$5,895	$7,166
LBWB	AUTOMATED CALL DIS COORD I		$5,849	$7,109
LBNA	AUTOMATED CALL DIS COORD II		$6,318	$7,680
LBSC	AUTOMATED CALL DIST ADMINISTRA		$6,948	$8,446
ADSC	BUDGET TECHNICIAN		$4,123	$5,012
X7SC	BUSINESS SVCS REPRESENTATIVE		$4,846	$5,890
LTWK	BUSINESS SYSTEMS ANALYST	F	$6,194	$7,529
STWA	BUYER I	F	$3,971	$4,827
STTA	BUYER II	F	$5,240	$6,369
ADD3	CCTV PRODUCTION SPECIALIST-PRJ		$4,210	$5,117
ADSD	CCTV PROGRAM COORDINATOR		$3,920	$4,765
VWDH	CHIEF NURSING INFORMATICS OFC		$9,993	$12,146
LKVA	COMPUTER OPERATIONS ANALYST		$4,755	$5,780
ADTF	CONTRACT COMPLIANCE SPEC		$5,522	$6,712
XQWA	CONTRACTS/GRANTS SPLST I	F	$4,316	$5,246
XQTA	CONTRACTS/GRANTS SPLST II	F	$5,398	$6,561
6KSA	DA FORENSIC ACCOUNTANT		$7,454	$9,061
LWSA	DATABASE ADMINISTRATOR		$7,115	$9,535
VBGA	DEVELOPMENTAL CENTER DIRECTOR		$6,606	$8,030
VATC	DISABILITY BENEFITS COORD		$5,820	$7,074
2RS7	DISCOVERY REFEREE		$7,368	$8,124
XQHF	EHS PROG INTEGRITY COORD		$5,878	$7,144
XQH3	EHS PROG INTEGRITY COORD-PR0J		$5,878	$7,144
VBHB	EMERGENCY MEDICAL SVS PRG CORD		$7,045	$8,564

CLASSIFICATIONS PERFORMING SUPERVISORY DUTIES
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APPENDIX B

			Salary Range	
Job Code	**Class Title**	**Flex Staff (F), Deep Class (D)**	**From**	**To**
9GSA	EMERGENCY PLANNING COORD	F	$5,117	$6,220
GBSA	ENERGY MANAGER		$8,037	$9,769
5RWA	ENVIRONMENTAL ANALYST I	F	$4,530	$5,506
5RVA	ENVIRONMENTAL ANALYST II	F	$5,361	$6,516
XQSB	EXEC ASST/DEVELP DISBL COUNCIL		$5,954	$7,237
SBSF	FIRE DISTRICT FISCAL SPECIALST		$4,704	$5,718
RWSD	FIRE EMS QUALITY IMPR COORD		$6,969	$8,471
VLSA	HAZARDOUS MATERIALS OMBUDSPER		$5,638	$6,853
VCSG	HEALTH PLAN MED ECON ANALYS		$5,495	$6,679
VCSK	HEALTH PLAN MEMBER ADVOCATE		$4,128	$5,017
VCTB	HEALTH SVCS ACCOUNTANT		$6,907	$8,396
VANF	HEALTH SVCS ADMIN-LEVEL A	F, D Res # 83/1063	$3,544	$5,133
VANG	HEALTH SVCS ADMIN-LEVEL B	F, D Res # 83/1063	$4,420	$7,242
VANH	HEALTH SVCS ADMIN-LEVEL C	F, D Res # 83/1063	$6,568	$8,407
LBTC	HEALTH SVCS INFO SYS PROG/ANL	F	$6,792	$9,102
LBTB	HEALTH SVCS INFO SYSTEMS SPEC	F	$5,324	$7,134
VCXC	HEALTH SVCS PLNR/EVAL-LEVEL A	F, D Res # 83/1063	$3,541	$5,128
VCXD	HEALTH SVCS PLNR/EVAL-LEVEL B	F, D Res # 83/1063	$4,420	$7,242
XQSM	HEALTH SVCS SPECIAL PROJ ADMIN		$6,121	$7,440
V9SD	HOMELESS SVCS SPECIALIST		$4,648	$5,650
LBFA	HS INFO TECH MANAGER		$9,195	$11,177
LBT1	HS IT CLIN SYS ANALYST II-PR	F	$9,652	$10,642
LBV3	HS IT CLIN SYS ANALYST I-PR	F	$8,743	$9,639
LBVB	HS IT CLINICAL SYS ANALYST I	F	$8,743	$9,639
LBTE	HS IT CLINICAL SYS ANALYST II	F	$9,652	$10,642
LBSD	HS IT SECURITY SPECIALIST		$7,476	$10,019
VAS1	HS PLNR/EVAL-LEVEL B PROJECT		$4,420	$7,242
LBWC	HS SYSTEMS ANALYST I	F	$5,616	$7,526
LBVC	HS SYSTEMS ANALYST II	F	$6,772	$9,075
LBTD	HS SYSTEMS ANALYST III	F	$7,115	$9,535
LBT2	HS SYSTEMS ANALYST III-PROJECT		$7,115	$9,535
LBV2	HS SYSTEMS ANALYST II-PROJECT		$6,772	$9,075
X7GB	INDP LIV SKILL PRG COORDINATOR		$6,368	$7,741
X7HD	INDP LIV SKILL PROG ASST COORD		$5,544	$6,739
LWTA	INFO SYS AUDITOR		$6,792	$9,102
LPWA	INFO SYS PROGRAMMER/ANALYST I	F	$5,092	$6,189
LTWC	INFO SYS TECHNICIAN I	F	$4,667	$5,672
LFWA	INFO SYSTEM ADMINISTRATOR I	F	$4,846	$5,890
LFVA	INFO SYSTEM ADMINISTRATOR II	F	$5,345	$6,497
LFTA	INFO SYSTEM ADMINISTRATOR III	F	$5,895	$7,166
AJWC	INSURANCE ANALYST I		$4,244	$5,158
AJVB	INSURANCE ANALYST II	F	$5,097	$6,195

CLASSIFICATIONS PERFORMING SUPERVISORY DUTIES
(NON-SUPERVISORY UNIT)
(Sorted By: Classification)
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APPENDIX B

			Salary Range	
Job Code	**Class Title**	**Flex Staff (F), Deep Class (D)**	**From**	**To**
2Y7B	LEGAL ASSISTANT		$4,350	$5,287
AJWF	LIABILITY CLAIMS ADJUSTER		$5,446	$6,620
ADDL	MEDIA PRODUCTION TECHNICIAN		$4,210	$5,117
VQSA	MH PROVIDER SVCS COORD		$5,271	$6,407
VQH3	MH VOCATIONAL SVCS COORD-PRJ		$6,873	$8,354
FASD	NEIGHBORHOOD PRESVR PROG SPEC		$4,181	$5,082
XQS4	NEIGHBORHOOD SVCS COORD-PROJ		$4,557	$5,539
LBVA	NETWORK ANALYST I	F	$6,194	$7,529
LNWA	NETWORK TECHNICIAN I	F	$5,092	$6,189
LNVA	NETWORK TECHNICIAN II	F	$5,599	$6,806
X7GA	ONE-STOP OPER CONSORT ADMN		$7,398	$8,993
X7HC	ONE-STOP OPER CONSORT ASST ADM		$6,502	$7,904
VASB	PATIENT OMBUDSPERSON		$4,128	$5,017
VASD	PATIENT RELTNS SVCS COORD		$4,648	$5,650
SATB	PAYROLL ACCOUNTANT		$4,746	$5,769
SATC	PAYROLL SYSTEMS ACCOUNTANT		$6,194	$7,529
5AWA	PLANNER I	F	$4,992	$5,503
5AV1	PLANNER II-PROJECT	F	$4,494	$5,463
5AW1	PLANNER I-PROJECT	F	$4,526	$4,990
VBSG	PRE-HOSPTL CARE COORDINATOR		$6,652	$8,086
VAVA	PROPERTIES TRUST OFFICER		$5,594	$6,799
AXSD	PUBLIC ADM PROGRAM ASST		$4,593	$5,583
V7VC	PUBLIC HLTH EPIDE/BIOSTATICIAN		$6,502	$7,904
APSD	PW CUSTOMER SERV COORDINATOR		$5,943	$8,397
51SD	REDEVELOPMENT/HOUSING SPEC I	F	$4,173	$5,072
51SE	REDEVELOPMENT/HOUSING SPEC II	F	$4,653	$5,656
5A7A	RESOURCE RECOVERY ASSISTANT	F	$3,373	$4,099
5ASA	RESOURCE RECOVERY SPECIALIST	F	$4,099	$4,982
AJWG	SAFETY SVCS SPCLST-LVL A	F, D Res # 82/358	$4,329	$5,274
ADHA	SERVICE INTEGRATION TEAM COORD		$6,268	$7,619
ADGA	SERVICE INTERGRATION PROG MNGR		$7,045	$8,564
64VA	SHERIFF'S CRIME ANALYST		$5,163	$6,275
64SK	SHERIFF'S MUTUAL AID COORD		$4,311	$5,240
X4SG	SOC SVC APPEALS OFFICER		$6,049	$7,352
X4S2	SOC SVC APPEALS OFFICER-PRJ		$6,049	$7,352
XASH	SOC SVC FISCAL COMPLIANCE ACCT		$5,889	$7,158
LTVJ	SR BUSINESS SYSTEMS ANALYST	F	$6,792	$9,102
STTB	SR BUYER	F	$5,820	$7,074
9GWB	SR EMERGENCY PLANNING COORD	F	$5,948	$7,230
9GW1	SR EMERGENCY PLNG COORD -PROJ	F	$5,948	$7,230
AJTB	SR INSURANCE ANALYST	F	$5,528	$6,719
51SC	SR PLANNING TECHNICIAN		$4,798	$5,832

CLASSIFICATIONS PERFORMING SUPERVISORY DUTIES
(NON-SUPERVISORY UNIT)
(Sorted By: Classification)
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APPENDIX B

			Salary Range	
Job Code	**Class Title**	**Flex Staff (F), Deep Class (D)**	**From**	**To**
AJTC	SR WORKERS COMP CLAIMS ADJS		$6,031	$7,331
LMS1	STORMWATER PCP CMPTR SPEC		$5,087	$6,183
NCSA	STRUCTURAL ENGINEER	F	$6,969	$8,471
VWSG	SYMPTOM CONTROL PROG COORD		$6,406	$7,787
LWWB	SYSTEMS ACCOUNTANT I	F	$6,194	$7,529
LWVB	SYSTEMS ACCOUNTANT II	F	$6,792	$8,255
LWWA	SYSTEMS SOFTWARE ANALYST I	F	$6,792	$9,102
LWVA	SYSTEMS SOFTWARE ANALYST II	F	$7,476	$10,019
VBHC	TOBACCO PREV PROJ COORDINATOR		$5,831	$7,088
5ATB	TRANSPORTATION PLANNER		$5,866	$7,130
XQNB	TRANSPORTATION SERVICES SPCLST		$5,768	$7,011
S5SD	TREASURER'S INVEST OPS ANALYST		$6,275	$7,627
VWSD	UTILIZATION REVIEW COORD		$7,935	$9,645
96WA	VETERANS SVC REPRESENTATIVE		$4,341	$5,277
XDWF	VOL AND EMERGENCY PROG SPEC		$4,181	$5,082
VCND	VOL SVCS AND COMM RES ADMN		$5,002	$6,080
X4HD	VOLUNTEER PROGRAM COORD		$5,544	$6,739
5ASD	WATERSHED MGMNT PLNG SPEC		$5,555	$6,752
LBTF	WEB PRODUCER		$5,334	$6,484
AJVE	WELLNESS COORDINATOR		$5,768	$7,011
AJVF	WORKERS COMP CLAIMS ADJUST II	F	$5,446	$6,620
AJWJ	WORKERS COMP CLAIMS ADJUSTER I	F	$4,737	$5,757
AJVC	WORKERS COMP RTN TO WRK CON		$5,820	$7,074
XANA	WORKFORCE SVCS SPECIALIST		$6,502	$7,904

CLASSIFICATIONS PERFORMING SUPERVISORY DUTIES
(UNIT C)
(Sorted By: Classification)
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APPENDIX C

			Salary Range	
Job Code	**Class Title**	**Flex Staff (F), Deep Class (D)**	**From**	**To**
DYTA	ASSOC REAL PROPERTY AGENT	F	$5,550	$7,083
DYVA	ASST REAL PROPERTY AGENT	F	$4,667	$5,672
DRWB	AUDITOR-APPRAISER I	F	$5,262	$5,802
DRVA	AUDITOR-APPRAISER II	F	$5,299	$6,441
NP7A	COMPUTER AID DRAFT OPER TRAINE	F	$3,928	$4,331
NPWB	COMPUTER AIDED DRAFTING OPER	F	$4,571	$5,556
51VC	ENVIRONMENTAL ASSISTANT	F	$4,346	$5,282
5HWB	GRAPHIC DESIGNER		$3,761	$4,571
5HWA	GRAPHICS TECHNICIAN I	F	$2,998	$3,644
5HVA	GRAPHICS TECHNICIAN II	F	$3,791	$4,608
NPWA	JUNIOR DRAFTER	F	$2,998	$3,644
DYWA	JUNIOR REAL PROPERTY AGNT	F	$3,430	$4,169
NPTA	LEAD C A D OPERATOR	F	$4,933	$5,996
51WB	PLANNING TECHNICIAN I	F	$3,336	$4,055
51VB	PLANNING TECHNICIAN II	F	$3,840	$4,667
51TB	PLANNING TECHNICIAN III	F	$4,415	$5,366
DY7B	REAL PROPERTY TECH ASSISTANT	F	$3,670	$4,687
DRTA	SR AUDITOR-APPRAISER		$6,258	$7,606
NPVA	SR DRAFTER	F	$4,067	$4,943
DYTB	SR REAL PROPERTY AGENT	F	$6,221	$7,751
DY7C	SR REAL PROPERTY TECH ASST	F	$4,346	$5,282
NPHB	SUPERVISING DRAFTER		$4,918	$5,978
N4WA	TRAFFIC SAFETY INVESTIGATOR		$4,575	$5,561

APPENDIX D

Reference: MMBA Government Code 3502.5 (e)

Managerial Classifications excluded from provisions in Section 2.2 Agency Shop referenced as Appendix D in Section 2.2.B.

JOB CLASSIFICATION	JOB CODE
AIDS Program Director	V7DB
Asst Dir of Env Hlth Svcs	VLGA
Asst Dir of Haz Mat Program	VLFA
Chief of Detention Health Nursing Services	VWDG
Communicable Dis Pgrm Chief	V7DA
Community Library Manager	3AGG
Contracts Administrator	XQHE
County Emergency Svcs Dir	9GD2
Deputy Dir of Mental Health	VQFB
Director of Ambulatory Care NS	VWDC
Director of Family, M & CH	VCFA
Director of Health Information Mgt	VNDB
Director of Patient Accounting	VADC
Director of PH Lab Svcs	V0DA
Director of Safety and Performance Improvement	VWFA
Director Pub Hlth Clinic Svcs	VVGS
Director, Inpatient Nursing OP	VWDF
EHS Division Manager	XADD
Facilities Manager	VCDC
Homeless Services Program Dir	VBHE
MH Program Chief	VQDN
Principal Appraiser	DADC
Principal Real Property Agent	DYDA
Property Tax Bus Sys Manager	LWVD
Sheriff's Telecom Tech Manager	PEDD
Soc Svc Busines Systems Applications Mgr	XQHC
Social Svc Fraud Prevention Mgr	XAGA
Sr Community Library Manager	3AGH
Supervising Civil Engineer	NKGA
Supervising Structural Engineer-BI	FADB
Supervisor, Inspection Services	FADF
Telecom Manager	PEDC

APPENDIX E

Only the following classifications are eligible to receive Shift Differential Pay, On-Call Duty Pay, or Call-Back Time Pay to the extent designated below:

Code	Classification	Shift	On-Call	Call-Back
VLFA	ASST DIR OF HAZ MAT PROGRAM		X	
VWDG	CHIEF OF DET HLTH NURSING SVCS		X	
3AGG	COMMUNITY LIBRARY MANAGER	X		
LKHA	COMPUTER OPERATIONS SUPERVISOR	X		
LWSA	DATABASE ADMINISTRATOR		X	
VVGS	DIRECTOR PUB HLTH CLINIC SVCS		X	
VWDF	DIRECTOR, INPATIENT NURSING OP		X	
VBHB	EMERGENCY MEDICAL SVS PRG CORD		X	
9GSA	EMERGENCY PLANNING COORD	X		
1WHB	ENVIRONMENTAL SVCS SUPERVISOR	X		
LBTC	HEALTH SVCS INFO SYS PROG/ANL		X	
LBTB	HEALTH SVCS INFO SYSTEMS SPEC	X	X	
VCFB	HEALTH SVCS INFO TECH SUPV		X	
VDHA	HOMELESS SERVICES PROGRAM CHIEF		X	
LBVC	HS SYSTEMS ANALYST II	X	X	
LBTD	HS SYSTEMS ANALYST III		X	
LTNA	INFO SYS MANAGER I		X	
LBHB	INFORMATION SYSTEMS SUPERVISOR		X	
7KGA	INST SUPERVISOR II	X		
VQDN	MH PROGRAM CHIEF		X	
VQDC	MH PROGRAM MANAGER		X	
LNSA	NETWORK ADMINISTRATOR I	X	X	X
LNSB	NETWORK ADMINISTRATOR II		X	X
LBTA	NETWORK ANALYST II		X	X
LNVA	NETWORK TECHNICIAN II		X	
VWHF	NURSING PROGRAM MANAGER		X	
VBSG	PRE-HOSPTL CARE COORDINATOR		X	
VWHL	PUBLIC HLTH NURSE PROG MANAGER	X	X	
VBSD	PUBLIC HLTH PRGM SPEC I		X	
VBND	PUBLIC HLTH PRGM SPEC II		X	
PSHB	PW MAINTENANCE SUPERVISOR			X
3AGH	SR COMMUNITY LIBRARY MANAGER	X		
V4HE	SUPERVISING ARP ENGINEER		X	
VHHF	SUPERVISING CLINICAL LAB SCIEN	X		
VLHA	SUPERVISING ENVIRON HLTH SPEC		X	
LWWA	SYSTEMS SOFTWARE ANALYST I		X	
LWVA	SYSTEMS SOFTWARE ANALYST II		X	

APPENDIX E

The following classifications, while assigned to the Contra Costa Regional Medical Center and all Health Centers, are eligible to receive On-Call Duty Pay, or Call-Back Time Pay to the extent designated below:

Code	Classification	On-Call	Call-Back
VWHJ	AMBULATORY CARE CLINICAL SERVICES SUPV	X	
VEDA	AODS PROGRAM CHIEF	X	
VYSC	ASSISTANT DIRECTOR OF PHARMACY SVCS	X	
VWDH	CHIEF NURSING INFORMATICS OFFICER	X	
V7DA	COMMUNICABLE DISEASE PROGRAM CHIEF	X	X
LKVA	COMPUTER OPERATIONS ANALYST	X	X
VQFB	DEPUTY DIRECTOR BEHAVIORAL HEALTH	X	
VWDC	DIR OF AMBULATORY CARE NURSING SVCS	X	
VVGS	DIR OF PUBLIC HEALTH LABORATORY SVCS	X	X
VYDC	DIRECTOR OF PHARMACY SERVICES	X	
VCDC	FACILITIES MANAGER	X	X
VRFA	HEALTH PLAN NURSE PROGRAM DIRECTOR	X	
LKFA	HEALTH SERVICES INFO SYS OPS MNGR	X	
LBFA	HS INFO TECH MANAGER	X	
LBVB	HS IT CLINICAL SYS ANALYST I	X	
LBTE	HS IT CLINICAL SYS ANALYST II	X	
LBWC	HS SYSTEMS ANALYST I	X	
VWSF	INFECTION PREVENTION & CONTROL MGR	X	X
LBSD	IT SECURITY SPECIALIST	X	
LBVA	NETWORK ANALYST I	X	X
LBHA	NETWORK MANAGER	X	
LNWA	NETWORK TECHNICIAN I	X	
LWWA	SYSTEMS SOFTWARE ANALYST I	X	X
LWVA	SYSTEMS SOFTWARE ANALYST II	X	X
VWHG	UTILIZATION REVIEW MANAGER	X	

During the term of this Agreement, the parties may mutually agree to add additional classifications to this list, upon approval of the County Administrator or his/her designee, and approval by the Board of Supervisors.

IFPTE Local 21- Appendix F

Special Pays for Permanent-Intermittent Employees

All Permanent-Intermittent Employees

Type of Pay (Pay Code)	MOU Section
Jury Duty-Scheduled Work Day (JRY)	Sec. 11
Military Leave (MLX)	Sec. 10.3
FLSA Overtime (OTF)	None
Sick Leave Hours Taken (SCK, SCK-2BS, SCK-2FS, SCK-2RS, SCK-CAT, SCK-FML)	Sec. 34
Vacation Hours Taken (VAC, VAC-1, VAC-FML)	Sec. 34

Classification/Org Specific

1. Supervisory Unit

Type of Pay (Pay Code)	MOU Section	Applicable Job Title(s)
Shift Pay 5% (SH2)	Sec. 6.17	1. Environmental Services Supervisor (1WHB) 2. Community Library Manager (3AGG) 3. Sr. Community Library Manger (3AGH) 4. Computer Operations Supervisor (LKHA) 5. Network Administrator I (LNSA) 6. Supervising Clinical Lab Scientist (VHHF) 7. Public Health Nurse Program Manager (VWHL)

2. Non-Supervisory Unit

Type of Pay (Pay Code)	MOU Section	Applicable Job Title(s)
Shift Pay 5% (SH2)	Sec. 6.17	1. Emergency Planning Coordinator (9GSA) 2. Health Services Information Systems Specialist (LBTB) 3. Health Services Systems Analyst II (LBVC)

Special Pays for Temporary Employees

All Temporary Employees

Type of Pay (Pay Code)	MOU Section
FLSA Overtime (OTF)	None

Classification/Org Specific

1. Supervisory Unit

Type of Pay (Pay Code)	MOU Section	Applicable Job Title(s)
Shift Pay 5% (SH2)	Sec. 6.17	1. Environmental Services Supervisor (1WHB) 2. Community Library Manager (3AGG) 3. Sr. Community Library Manger (3AGH) 4. Computer Operations Supervisor (LKHA) 5. Network Administrator I (LNSA) 6. Supervising Clinical Lab Scientist (VHHF) 7. Public Health Nurse Program Manager (VWHL)

2. Non-Supervisory Unit

Type of Pay (Pay Code)	MOU Section	Applicable Job Title(s)
Shift Pay 5% (SH2)	Sec. 6.17	1. Emergency Planning Coordinator (9GSA) 2. Health Services Information Systems Specialist (LBTB) 3. Health Services Systems Analyst II (LBVC)

SIDE LETTER
Layoff Procedure

This side letter is by and between the Profession and Technical Engineers Local 21 (Union) and the County of Contra Costa (County) and is effective only after it is approved by the Board of Supervisors.

The Union and the County Human Resources Department met on April 21, 2010 and April 30, 2010 to discuss the county layoff procedure and the obligation of the county to meet, upon request, regarding the effects of layoff and to provide relevant known information to the Union.

These meetings concluded with an agreement by the County to offer to meet with the Union prior to the Board of Supervisors finalizing layoffs and before the 10-day notice of layoff are sent to the employee(s). At this meeting the exact number and classification (s) of employees slated for layoff will not have been finalized, but the parties agreed that this early meeting prior to finalization would be useful to the parties and make the effects meet and confer sessions more meaningful and efficient. The County also agreed to provide the Union with the classification(s) possibly affected and possible scenarios of bumping or demotion to vacant positions, etc., if known.

Once the Board of Supervisors finalized an order for layoffs, the Union will be copied on each affected employee's official notice of layoff. Upon request and prior to the formal effects meet and confer the County will supply the Union with seniority rankings within the affected department and any other budget or relevant information requested by the Union.

Contra Costa County: *(Signature / Printed Name)*	**IFPTE, Local 21:** *(Signature / Printed Name)*
/ BRUCE HEID	/ BOB BRITTON
/ Charley Taylor	/ KYRA BYRNE
/ Shelley Pighin	/ Chuck Jeffries
/ JUDY DIAS	/ Susan Gohs
/	/ Don Jamison
/	/ Sue Guest
/	/ TERESA NOTARMASO
/	/ Francie Wise
/	/ Rex Fujikawa
/	/ JOHN D. Allen
	/ Ruth Atkin

IFPTE Local 21 Bargaining Proposal
Contra Costa County
April 5, 2010

Union Proposal #107

Return To Work Policy for Industrial Injury or Illness (Coalition)
1. Permanent employees who have suffered industrial injuries and illnesses may be provided with such restricted duty as the County is able to provide as soon as medically appropriate.

A. Covered employees must have an accepted Worker's Compensation claim. Probationary employees, project, contracted, seasonal, agency temporary, temporary, and employees working less than 20 hours a week are not covered by this policy.

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

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

D. Current department practices and applicable state and federal laws regarding return t work procedure and restricted duty for certain employees who are exempt from this policy (i.e. non-industrial illnesses or injuries and probationary employees), will continue and are not subject to this policy.

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

III. Scope of Policy: All departments and Board-governed agencies which are part of the County retirement system (excluding the Contra Costa County Fire Protection District, East Contra Costa Fire Protection District safety employees, Sheriff's Office and DA Investigators safety employees, Housing Authority, and In-Home Supportive Service providers) are subject to this Return to Work Policy.

IV. General Background: A restricted duty assignment is a temporary assignment provided to a temporarily industrially disabled employee.

Restricted duty may be for less than regular full-time work, but no less than 4 hours per day.

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

B. A Department shall, whenever feasible, temporarily restrict the duties of an employee in order to conform to restrictions recommended by the treating physician for a cumulative maximum of six (6) month per injury with a review after three (3) months or sooner, if appropriate. At the end of the six (6) month period, the employee shall undergo a medical review to determine whether a full duty work release is possible. If full release is not possible, the employee shall be referred to the Risk Management ADA Coordinator and/or the Return to Work Committee for evaluation.

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

1. The restrictions recommended by the employee's treating physician or QME, if applicable;
2. The operational and financial needs of the department; and
3. The availability of a suitable work assignment.

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

V. Responsibilities:

A. Departments

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

1. Complete and submit an injury report for industrial injuries and illness on a timely basis
2. Appoint a Department Return to Work Coordinator to administer the department's compliance with the Return to Work Policy under the direction of the department head. The Department Return to Work

Coordinator shall review restricted duty assignments and make recommendations to the department head regarding adjusting, extending or terminating the restricted duty in accordance with the operational and financial needs of the department and consistent with the employee's medical restrictions. The Department Return to Work Coordinator will document and monitor all limited duty assignments. They will also maintain a centralized record of all assignments.

3. Inform department employees of the Return to Work Policy.
4. Implement restricted duty assignments for temporarily industrially disabled employees as soon as medically appropriate, operationally feasible, and when a suitable assignment is available.
5. Coordinate with Risk Management regarding an individual employee's restricted duty assignment.
6. The Risk Management Department shall provide the Union quarterly reports of the number of requests for ergonomic evaluations, the number of evaluations performed, and the actions taken based on these reports. The County shall meet with the Union upon the Union's request to review such reports and to discuss ergonomic issues.

B. Employee

A temporarily industrially disabled employee shall:

1. Notify the department of an industrial injury or illness in accordance with Worker's Compensation regulations.
2. Seek prompt medical care through the County's Occupational Medicine Program or through a properly pre-designated physician in accordance with the law. The employee shall obtain needed medical information from the physician and provide that information to the County (Physician's Statement of Ability to Work, AK142)
3. Accept an appropriate available restricted duty assignment within or outside the employee's department if one is offered. A restricted duty assignment must be consistent with limitation recommended by the employee's treating physician or QME, if applicable, and must be approved by the Department Return to Work Coordinator. If an employee is assigned to a restricted duty assignment outside of their department, a supervisor in the department providing the restricted duty assignment

shall supervise the employee. The employee's home department is required to pay the employee's regular salary.

4. A department head has the authority to temporarily restrict the duties of an employee in accordance with this policy.
5. Failure of an employee to accept an offer of a medially appropriate restricted duty assignment will result in the denial of temporary disability benefits pursuant to Worker's Compensation law.

C. County Return to Work Coordinators

The County Return to Work Coordinators shall:

1. Work at the direction of the Risk Manager
2. Assist departments in identifying and developing suitable restricted duty assignments
3. Assist department in resolving questions regarding work restrictions and restricted duty placements.
4. Provide, as necessary, counseling and other services to employees placed on restricted duty.
5. Assist in finding restricted duty assignments outside of the home department, if the home department cannot provide restricted duty. The home department will provide the salary of the employee.
6. Coordinate the appeal process for employees regarding restricted duty.

D. Return to Work Committee

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

E. Risk Manager

The County Risk Manager shall:

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

VI: Definitions:

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

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

B. County: For the purpose of this policy the term "County" includes Contra Costa County and agencies governed by the Board of Supervisors, which are part of the County's retirement system, excluding Contra Costa County Fire Protection District and East Contra Costa Fire Protection District, Sheriff's Office and D.A. Investigator safety employees, Housing Authority, and In-Home Supportive Service providers.

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

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

E. Return to Work Committee: The Committee shall be composed of a pool of twelve (12) members consisting of six (6) County employees appointed by the County Administrator and six (6) County employees appointed from the three (3) largest employee organizations in the County. Each member of the committee must commit to attending at least two (2) Committee meetings each year. Two (2) members appointed by the County Administrator and two (2) members appointed by the employee organizations must be present in order to constitute a quorum.

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

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

TA 7/30/10

FOR COUNTY:

BRUCE HOW

Shelley Piglin

Ted Lewick

Kelli Zenn

Deborah Preston DEBORAH PRESTON

FOR UNION:

Susan Gohs / SUSAN GOHS

Rex Fujikawa / REX FUJIKAWA

Ruth Atkin / RUTH ATKIN

CHRIS BOTTA

JOHN D. ALLEN

WIN JAMILE

KYRA BYRNE

BOB BRITTON

SUE GRIST

Chuck Jeffries

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