

MEMORANDUM OF UNDERSTANDING
BETWEEN
CONTRA COSTA COUNTY
AND THE
DEPUTY SHERIFFS ASSOCIATION
PROBATION AND PROBATION SUPERVISORS UNITS



JULY 1, 2019 – JUNE 30, 2023

**DEPUTY SHERIFFS ASSOCIATION
PROBATION AND PROBATION SUPERVISORS UNITS**

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ATTACHMENTS

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CONTRA COSTA COUNTY

AND THE

DEPUTY SHERIFFS ASSOCIATION
PROBATION AND PROBATION SUPERVISORS UNITS**

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 Chief of Labor Relations (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 Association is the recognized representative, have freely exchanged information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations covering such employees. This MOU shall be presented to the Contra Costa County Board of Supervisors, as the governing board of the County and appropriate fire districts, as the joint recommendations of the undersigned for salary and employee benefit adjustments for the period commencing and ending as described in subsection 47.4.

DEFINITIONS

DEFINITIONS

- A. **Appointing Authority:** Department Head unless otherwise provided by statute or ordinance.
- B. **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.
- C. **Class Title:** The designation given to a class, to each position allocated to the class, and to the employees allocated to the class.
- D. **County:** Contra Costa County.
- E. **Demotion:** The change of a permanent employee to another position in a class allocated to a salary range for which the top step is lower than the top step of the class which the employee formerly occupied except as provided for under Transfer or as otherwise provided for in this MOU, in the Personnel Management Regulations, or in specific resolutions governing deep classes.
- F. **Director of Human Resources:** The person designated by the County Administrator to serve as the Assistant County Administrator-Director of Human Resources.
- G. **Eligible:** Any person whose name is on an employment or reemployment or layoff list for a given class.
- H. **Employee:** A person who is an incumbent of a position or who is on leave of absence in accordance with provisions of this MOU and whose position is held pending his return.
- I. **Employment List:** A list of persons who have been found qualified for employment in a specific class.
- J. **Layoff List:** A list of persons who have occupied positions allocated to a class in the Merit System and who have been involuntarily separated by layoff or displacement or demoted by displacement, or have voluntarily demoted in lieu of layoff or displacement, or have transferred in lieu of layoff or displacement.
- K. **Permanent-Intermittent Position:** Any position which requires the services of an incumbent for an indefinite period, but on an intermittent basis, as needed, paid on an hourly basis.
- L. **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.

- M. Permanent Position:** Any position which has required, or which will require the services of an incumbent without interruption, for an indefinite period.
- N. 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.
- O. Promotion:** The change of a permanent employee to another position in a class allocated to a salary range for which the top step is higher than the top step of the class which the employee formerly occupied, except as provided for under Transfer or as otherwise provided for in this MOU, in the Personnel Management Regulations, or in specific resolutions governing deep classes.
- P. Position:** The assigned duties and responsibilities calling for the regular full-time, part-time or intermittent employment of a person.
- Q. Reallocation:** The act of reassigning an individual position from one class to another class at the same range of the salary schedule or to a class which is allocated to another range that is within five percent (5%) of the top step, except as otherwise provided for in the Personnel Management Regulations, deep class resolutions or other ordinances.
- R. Reclassification:** The act of changing the allocation of a position by raising it to a higher class or reducing it to a lower class on the basis of significant changes in the kind, difficulty or responsibility of duties performed in such position.
- S. Reemployment List:** A list of persons who have occupied positions allocated to any class in the merit system and who have voluntarily separated and are qualified for consideration for reappointment under the Personnel Management Regulations governing reemployment.
- T. Resignation:** The voluntary termination of permanent employment with the County.
- U. Temporary Employment:** Any employment in the Merit System which will require the services of an incumbent for a limited period of time, paid on an hourly basis, not in an allocated position or in permanent status.
- V. Transfer:** The change of an employee who has permanent status in a position to another position in the same class in a different department, or to another position in a class which is allocated to a range on the salary plan that is within five percent (5%) at top step as the class previously occupied by the employee.
- W. Association:** Deputy Sheriffs Association Probation and Probation Supervisors Units.

SECTION 1 - ASSOCIATION RECOGNITION

SECTION 1 - ASSOCIATION RECOGNITION

The Association is the formally recognized employee organization for the Probation Representation Unit and Probation Supervisor Unit certified pursuant to Board of Supervisors' Resolution 81/1165.

SECTION 2 - ASSOCIATION 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 Association has the exclusive privilege of dues deduction for all employees in its units.

- A. **Notification of Dues Deduction Changes.** The Association shall regularly provide the County in a manner that has been mutually agreed upon, with the names of employees for whom dues deductions should be initiated, changed, or discontinued pursuant to this section. The Association will submit a spreadsheet in an agreed upon format to the Office of the Auditor-Controller via email. Requests for dues deductions received by the Auditor-Controller by the close of business at least five (5) business days prior to the end of the pay period will be implemented in the following pay period.
- B. The Association 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 Association 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.
- C. The County Human Resources Department shall monthly furnish a list of all new hires to the Association.

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

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

SECTION 2 - ASSOCIATION SECURITY

on-duty employees. The Association shall be allowed access to work locations in which it represents employees for the following purposes:

- A. To post literature on bulletin boards.
- B. To arrange for use of a meeting room.
- C. To leave and/or distribute a supply of literature as indicated above.
- D. To represent an employee on a grievance and/or to contact an Association officer on a matter within the scope of representation. In the application of this provision, it is agreed and understood that in each such instance advance arrangements, including disclosure of which of the above purposes is the reason for the visit, will be made with the departmental representative in charge of the work area, and the visit will not interfere with County services.

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

- A. Such space is available.
- B. There is no additional cost to the County.
- C. It does not interfere with normal County operations.
- D. Employees in attendance are not on duty and are not scheduled for duty.
- E. The meetings are on matters within the scope of representation. The administrative official responsible for the space shall establish and maintain scheduling of such uses. The Association shall maintain proper order at the meeting, and see that the space is left in a clean and orderly condition. The use of County equipment (other than items normally used in the conduct of business meetings, such as desks, chairs, ashtrays, and blackboards) is strictly prohibited, even though it may be present in the meeting area.

2.4 Advance Notice. The Association shall, except in cases of emergency, have the right to reasonable notice of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the Board, or boards and commissions appointed by the Board, and to meet with the body considering the matter. The listing of an item on a public agenda, or the mailing of a copy of a proposal at least seventy-two (72) hours before the item will be heard, or the delivery of a copy of the proposal at least twenty-four (24) hours before the item will be heard, shall constitute notice. In cases of emergency when the Board, or boards and commissions appointed by the Board, determines it must act immediately without such notice or meeting, it shall give notice and opportunity to meet as soon as practical after its action.

SECTION 2 - ASSOCIATION SECURITY

2.5 Written Statement for New Employees.

- A. The County will provide a written statement to each new employee hired into a classification in any of the bargaining units represented by the Association, that the employee's classification is represented by the Association and the name of a representative of the Association. For purposes of this section, a "new employee" is any person not previously represented by the Association who is hired into a position represented by the Association whether by new hire, transfer or promotion. The department will notify the Association within ten (10) days of hire of the new employee's name, position, and any personal contact information (including address, phone number, and email) that the County has on record.
- B. The County will provide written notice of both Employer-wide and department-level new employee orientations (no matter how few participants, and whether in person, online or through other means or mediums) to the Association, at least ten (10) days prior to the event. Where the Association holds quarterly new employee orientations, the Department will inform the new employees of the first available orientation and release them from duty to attend. The Association and Department will work to find mutually agreeable dates and times for such orientations.
- C. The new employee orientation notice provided to the Association will include the date, time, and location of the orientation.
- D. For Department-level new employee orientations, representatives of the Association shall be permitted to make a presentation of up to sixty (60) minutes, and present written materials, during a portion of the orientation.
- E. A bargaining unit member attending orientation as an Association representative shall be given paid release time sufficient to cover the Association presentation and travel time. The Association will provide the names of any employees who they wish to be released at least 48 hours in advance to the Labor Relations Manager.

2.6 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 Chief of Labor Relations shall review the composition of existing representation units to determine the appropriateness of including some or all of the employees in the new class in one or more existing representation units, and within a reasonable period of time shall notify all recognized employee organizations of his/her determination.
- B. Final Determination. The Chief of Labor Relations' determination is final unless within ten (10) days after notification a recognized employee organization requests in writing to meet and confer thereon.

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

- C. Meet and Confer and Other Steps. Upon request by an employee organization in accordance with subsection 2.10, Assignment of Classes to Bargaining Units, paragraph B above, the Chief of Labor Relations shall meet and confer with the requesting organization(s), and with other recognized employee organizations when appropriate, to seek agreement on this matter within sixty (60) days after the ten (10) day period in subsection 2.10 (Assignment of Classes To Bargaining Units) paragraph B, unless otherwise mutually agreed. Thereafter, the procedures in cases of disagreement, arbitration referral and expenses, and criteria for determination shall conform to Board of Supervisor's Resolution 81/1165.

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

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

The Employer and the Association recognize that under the Americans With Disabilities Act ("ADA") the Employer has an obligation to reasonably accommodate disabled employees. If because of that requirement the Employer contemplates actions to reasonably accommodate an employee that conflict with any provision of this Agreement, the County will advise the Association of such proposed accommodation. Upon request, the County will meet and confer with the Association on the impact of such accommodation.

If the County and the Association do not reach agreement, the County may implement the accommodation if required by law without further negotiations. Nothing in this MOU shall preclude the County from taking actions necessary to comply with the requirements of ADA.

SECTION 4 - SHOP STEWARDS & OFFICIAL REPRESENTATIVES

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

- A. If their attendance is required by the County at a specific meeting, including meetings of the Board of Supervisors.
- B. If their attendance is sought by a hearing body or presentation of testimony or other reasons.

SECTION 4 - SHOP STEWARDS & OFFICIAL REPRESENTATIVES

- C. If their attendance is required for meetings scheduled at reasonable times agreeable to all parties, required for settlement of grievances filed pursuant to Section 23 (Grievance Procedure) of this MOU.
- D. If they are designated as a shop steward, in which case they may utilize a reasonable time at each level of the proceedings to assist an employee to present a grievance provided the meetings are scheduled at reasonable times agreeable to all parties.
- E. If they are designated as spokesperson or representative of the Association and as such make representations or presentations at meetings or hearings on wages, salaries and working conditions; provided in each case advance arrangements for time away from the employee's work station or assignment are made with the appropriate department head, and the County agency calling the meeting is responsible for determining that the attendance of the particular employee(s) is required, including meetings of the Board of Supervisors and Retirement Board where items which are within the scope of representation and involving the Association are to be discussed.
- F. Shop stewards and Association officials shall advise, as far in advance as possible, their immediate supervisor, or his/her designee, of their intent to engage in Association business. All arrangements for release time shall include the location, the estimated time needed and the general nature of the Association business involved (e.g. grievance meeting, Skelly hearing).

4.2 Association-Sponsored Training Programs. The County shall provide a maximum of forty-eight (48) hours per year of release time for Association designated stewards or officers to attend Association-sponsored training programs. Time authorized by the County for training creditable to STC training shall not be counted towards this total. Verification regarding whether training is creditable will not be determined until after the training is received and submitted for approval to the Corrections Standards Authority (CSA). There will be no penalty for exceeding the cap on training hours if the hours are determined to be non-creditable after the training is received. Requests for release time shall be provided in writing to the Department and the County Human Resources Department at least fifteen (15) days in advance of the time requested. Department Heads will reasonably consider each request and notify the affected employee whether such request is approved within one (1) week of receipt.

4.3 Association Representatives. Official representatives of the Association shall be allowed time off on County time for meetings during regular working hours when formally meeting and conferring in good faith or consulting with the Chief of Labor Relations or designee or other management representatives on matters within the scope of representation, provided that the number of such representatives shall not exceed two (2) without prior approval of the Labor Relations Officer, and that advance arrangements for the time away from the work station or assignment are made with the appropriate Department Head.

SECTION 5 - SALARIES

5.1 General Wages.

A. General Wages

1. Effective the first of the month following ratification by the Association, the base rate of pay for all Deputy Probation Officer classifications represented by the Association will be increased by five percent (5%) and the base rate of pay for all Juvenile Institution Officer classifications represented by the Association will be increased by four percent (4%).
2. Effective on July 1, 2020, the base rate of pay for all Deputy Probation Officer classifications represented by the Association will be increased by five percent (5%) and the base rate of pay for all Juvenile Institution Officer classifications represented by the Association will be increased by four percent (4%).
3. Effective July 1, 2021, the base rate of pay for all Deputy Probation Officer classifications represented by the Association will be increased by five percent (5%) and the base rate of pay for all Juvenile Institution Officer classifications represented by the Association will be increased by four percent (4%).
4. Effective July 1, 2022, the base rate of pay for all Deputy Probation Officer classifications represented by the Association will be increased by five percent (5%) and the base rate of pay for all Juvenile Institution Officer classifications represented by the Association will be increased by four percent (4%).

B. Lump Sum Payment

1. Permanent Full-Time Deputy Probation Officers (7AWA, 7AVA, 7ATA) and Probation Supervisor I (7AHA), and Institutional Supervisor I (7KHA), in one of these classifications on the first day of the month in which the MOU is adopted by the Board of Supervisors, will each be paid a lump sum payment of six hundred ninety-seven dollars (\$697) on November 10, 2015.
2. The employee's lump sum payment will be subject to the employee's required deductions, such as taxes, wage garnishments, and retirement.

C. Longevity Pay.

1. Employees at ten (10) years of County service shall receive a two and one-half percent (2.5%) longevity pay differential.
2. Effective July 1, 2012, permanent, full-time and part-time employees who have completed fifteen (15) years of Contra Costa County service will

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receive a two percent (2%) longevity differential effective on the first day of the month following the month in which the employee qualifies for the fifteen (15) year service award. For those employees who completed fifteen (15) years of service on or before July 1, 2012, this longevity differential will be paid prospectively only from July 1, 2012.

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

5.2 Entrance Salary. New employees shall generally be appointed at the minimum step of the salary range established for the particular class of position to which the appointment is made. However, the appointing authority may fill a particular position at a step above the minimum of the range if mutually agreeable guidelines have been developed in advance or the Director of Human Resources (or designee) offers to meet confer with the Association on a case by case basis each time prior to formalizing the appointment.

5.3 Anniversary Dates. Anniversary dates will be set as follows:

- A. New Employees. The anniversary date of a new employee is the first day of the calendar month after the calendar month when the employee successfully completes six (6) months service provided however, if an employee began work on the first regularly scheduled workday of the month the anniversary date is the first day of the calendar month when the employee successfully completes six (6) months service.
- B. Promotions. The anniversary date of a promoted employee is determined as for a new employee in subsection 5.3 (Anniversary Dates) Paragraph A (New Employees) 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.

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- E. **Reemployment.** The anniversary of an employee appointed from a reemployment list to the first step of the applicable salary range and not required to serve a probation period is determined in the same way as the anniversary date is determined for a new employee who is appointed the same date, classification and step and who then successfully completes the required probationary period.
- F. Notwithstanding other provisions of this Section 5 (**Salaries**), the anniversary date 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 Steps 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 subsection 5.3 (**Anniversary Dates**) to determine whether the salary of the employee shall be advanced to the next higher step in the salary range. Advancement shall be granted on the affirmative recommendation of the appointing authority, based on satisfactory performance by the employee. The appointing authority may recommend denial of the step or denial of the step subject to one additional review at a specified later date that falls before the employee's next anniversary. Such later date must be established when the original recommendation is returned to the employee. Except as provided herein, steps within range shall not be granted more frequently than once a year, nor shall more than one (1) step within range be granted at one time. If the appointing authority recommends denial of the within range step advancement on the employee's anniversary date, but recommends a special salary review at a later date before the employee's next anniversary date, the special salary review shall not affect the regular salary review on the employee's next anniversary date. Nothing herein shall be construed to mandate that the County grant step advancement. If the employee's department attests in writing that it made an administrative or clerical error by failing to submit the documents needed to advance an employee to the next salary step on the first of the month when the employee was eligible for the advancement, said advancement shall take effect retroactive and including the first of the month in which the employee was first eligible for the advancement.

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 fulltime employee under the provisions of this Section 5 (**Salaries**), 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.

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

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

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

5.8 Salary Reallocation & Salary on Reallocation.

- A. In a general salary increase or decrease, an employee in a class which is reallocated to a salary range above or below that to which it was previously allocated, when the number of steps remain the same, shall be compensated at the same step in the new salary range the employee was receiving in the range to which the class was previously allocated. If the reallocation is from one salary range with more steps to a range with fewer steps or vice versa, the employee shall be compensated at the step on the new range which is in the same percentage ratio to the top step of the new range as was the salary received before reallocation to the top step of the old range, but in no case shall any employee be compensated at less than the first step of the range to which the class is allocated.
- B. If 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 subsection 5.8 (Salary Reallocation & Salary on Reallocation) paragraph A, 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. If 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.

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- C. If an employee is in a position which is reallocated to a different class 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. If 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.

5.9 Salary on Promotion. Any employee who is appointed to a position of a class allocated to a higher salary range than the class previously occupied, except as provided under Section 5.12 (Pay for Work in a Higher Classification), shall receive the salary in the new salary range which is next higher than the rate received before promotion. If 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. Upon 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, salary will be calculated from the highest step the employee achieved prior to layoff, or from the employee's current step, whichever is higher.

5.10 Salary on Involuntary Demotion. Any employee who is demoted, except as provided under subsection 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. If 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 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

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the higher classification pursuant to subsection 5.9 (Salary on Promotion) of this Memorandum of Understanding, at the start of the second full day in the assignment, under the following conditions. Payment shall be made retroactive after completing the first forty (40) consecutive hours worked in the higher classification.

- A. When an employee is assigned to a program, service or activity established by the Board of Supervisors which is reflected in an authorized position which has been classified and assigned to the Salary Schedule.
- B. The nature of the departmental assignment is such that the employee in the lower classification performs a majority of the duties and responsibilities of the position of the higher classification.
- C. Employee selected for the assignment will normally be expected to meet the minimum qualifications for the higher classification.
- D. The County shall make reasonable efforts to offer out of class assignments to all interested employees on a voluntary basis. Pay for work in a higher classification shall not be utilized as a promotional procedure provided in this Memorandum of Understanding.
- 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) accruing to the employee in his/her permanent position shall continue.
- H. During the period of work for higher pay in a higher classification, an employee will retain his/her permanent classification, and anniversary and salary review dates will be determined by time in that classification; except that if the period of work for higher pay in a higher classification exceeds one year continuous employment, the employee, upon satisfactory performance in the higher classification, shall be eligible for a salary review in that class on his/her next anniversary date. Notwithstanding any other salary regulations, the salary step placement of employees appointed to the higher class immediately following termination of the assignment, shall remain unchanged.
- I. Allowable overtime pay, shift differentials and/or work location differentials will be paid on the basis of the rate of pay for the higher class.

5.13 Lead Juvenile Institution Officer. Permanent full-time and permanent intermittent employees in the classifications of Juvenile Institution Officer I (7KWB), Juvenile Institution Officer II (7KVB), and Juvenile Institution Officer III (7KTB) in County juvenile institutions and treatment programs will receive a shift differential of seven and

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one-half percent (7.5%) of the employee's base hourly rate of pay for all hours worked when assigned as "Lead Juvenile Institution Officer" for their unit or dormitory.

The same shift differential will also apply when:

- replacing an employee in the classification of Institutional Supervisor II (7KGA) who is assigned to the Juvenile Hall (Org. # 3120), or
- replacing an employee in the classification of Institutional Supervisor I (7KHA) who is assigned to Orin Allen Youth Rehabilitation Facility. (Org. # 3160).

Facility administrators have the sole responsibility for selecting and assigning Lead Juvenile Institution Officers. The selection process shall include an assessment of experience, skills, leadership abilities, seniority, and the needs of the unit or facility among other considerations. The selection and assignment of Juvenile Institution Officers in accordance with the above criteria is not grievable.

5.14 Payment. On the tenth (10th) day of each month, the Auditor will draw a warrant upon the Treasurer in favor of each employee for the amount of salary due the employee for the preceding month; provided however, that each employee (except those paid on an hourly rate) may choose to receive an advance on the employee's monthly salary, in which case the Auditor shall, on the twenty-fifth (25th) day of each month, draw his/her warrant upon the Treasurer in favor of such employee. The advance shall be in an amount equal to one-third (1/3) or less (at the option of the employee) of the employee's basic salary of the previous month except that it shall not exceed the amount of the previous month's basic salary less all requested or required deductions. The election to receive the advance shall be made on the prescribed form (form M-208, revised 5/81) and submitted by the fifteenth (15th) of the month to the department payroll clerk who will forward the card with the Salary Advance Transmittal/Deviation Report to the Auditor-Controller (Payroll Section). Such an election would be effective in the month of the submission and would remain effective until revoked. In the case of an election made pursuant to this Section 5.14, (Payment), all required or requested deductions from salary shall be taken from the second installment, which is payable on the tenth (10th) day of the following month.

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

- A. 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:
1. The employee must be hired by Contra Costa County on or after January 1, 2011.
 2. 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.

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3. The employee must have been employed by Contra Costa County for at least 90 calendar days.
 4. 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.
 5. 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.
 6. The employee may not exceed the annual maximum contribution amount allowable by the United States Internal Revenue Code.
- B. **No Cross Crediting:** The amounts contributed by the employee and the County pursuant to Subsection A 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.
- C. **Maximum Annual Contribution:** All of the employee and County contributions set forth in Subsection A 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.
- D. **Deferred Compensation Plan – Loan Provision:** On June 26, 2012, the Board of Supervisors adopted Resolution 2012/298 approving an amendment to the Deferred Compensation Plan Loan Program. The Association became eligible to apply for loans through the Contra Costa County Deferred Compensation 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.

SECTION 6 - DAYS AND HOURS OF WORK

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

SECTION 6 - DAYS AND HOURS OF WORK

6.1 Definitions.

- A. **Regular Work Schedule:** A regular work schedule is eight (8) hours per day, Monday through Friday, inclusive, for a total of forty (40) hours per week.
- B. **Alternate Work Schedule:** An alternate work schedule is any work schedule where an employee is regularly scheduled to work five (5) days per week, but the employee's regularly scheduled two (2) days off are NOT Saturday and Sunday.
- C. **Flexible Work Schedule:** A flexible work schedule is any schedule that is not a regular, alternate, 9/80, or 4/10 work schedule and where the employee is not scheduled to work more than forty (40) hours in the "workweek" as defined in subsection F below.
- D. **4/10 Work Schedule:** A 4/10 work schedule is four (4) ten hour days in a seven (7) day period, for a total of forty (40) hours per week.
- E. **9/80 Work Schedule:** A 9/80 work schedule is where an employee works a recurring schedule of thirty six (36) hours in one calendar week and forty four (44) hours in the next calendar week, but only forty (40) hours in the designated workweek. In the thirty six (36) hour calendar week, the employee works four (4) nine (9) hour days and has the same day of the week off that is worked for eight (8) hours in the forty four (44) hour calendar week. In the forty four (44) hour calendar week, the employee works four (4) nine (9) hour days and one (1) eight (8) hour day.
- F. **Workweek for Employees on Regular, Alternate, and 4/10 Work Schedules:** For employees on regular, flexible, alternate, and 4/10 work schedules, the workweek begins at 12:01 a.m. on Monday and ends at 12 midnight on Sunday.
- G. **Workweek for Employees on a 9/80 Work Schedule:** The 9/80 workweek begins on the same day of the week as the employee's eight (8) hour work day and regularly scheduled 9/80 day off. The start time of the workweek is four (4)

SECTION 6 - DAYS AND HOURS OF WORK

hours and one (1) minute after the start time of the eight (8) hour workday. The end time of the workweek is four (4) hours after the eight (8) hour workday start time. The result is a workweek that is a fixed and regularly recurring period of seven (7) consecutive twenty four (24) hour periods (168 hours). Department Heads may offer current and future employees a 9/80 work schedule with the first or second Monday or Friday off and with a start time of 7:30 am or 8:00 am. 9/80 work schedules will be implemented in accordance with the Administrative Bulletin on 9/80 work schedules.

- H. **9/80 Work Schedule.** The Probation Department agrees to continue a 9/80 work schedule program for those Institutional Supervisor I employees who work the graveyard shift at Juvenile Hall with the following conditions:
- a. The 9/80 program does not negatively impact the operations of the Juvenile Hall graveyard shift;
 - b. The 9/80 program will not result in additional staff costs;
 - c. The 9/80 work schedule will be optional to the assigned Institutional Supervisor I employee;

6.2 4/10 Shifts.

- A. If the County wants to eliminate any existing 4/10 shift and substitute a 5/8 shift or to institute a 4/10 shift which does not allow for three (3) consecutive days off (excluding overtime days or a change of shift assignment), or change existing work schedules or existing hours of work, it will meet and confer with the Association prior to implementing said new shift or hours change. This obligation does not apply where there is an existing system for reassigning employees to different shifts or different starting/stopping times. Nothing herein prohibits affected employees and their supervisor from mutually agreeing on a change in existing hours of work provided other employees are not adversely impacted.
- B. Individual Deputy Probation Officers currently on a 4/10 schedule may remain on said schedule for the duration of the MOU except when a change to a 5/8 schedule is mutually agreed upon between the employee and their immediate supervisor. However, as positions vacate, the Probation Department reserves the prerogative to change the assignment to a 5/8 work schedule before refilling it. Nothing herein precludes supervisors from recommending that vacated 4/10 positions be retained.

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

6.4 Accrual Usage: The use of leave accruals must be reported in one (1) minute increments.

SECTION 7 - OVERTIME AND COMPENSATORY TIME

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

SECTION 7 - OVERTIME AND COMPENSATORY TIME

7.1 Overtime.

- A. Permanent full-time and part-time employees will be paid overtime pay or overtime compensatory time off for any authorized work performed:
- 1) in excess of forty (40) hours per week; or
 - 2) in excess of eight (8) hours per day and that exceed the employee's daily number of scheduled hours. For example, an employee who is scheduled to work ten (10) hours per day and who works eleven (11) hours on a particular day will be paid one (1) hour of overtime.

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

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

- B. Permanent Intermittent and temporary employees will be paid overtime pay for any authorized work performed in excess of forty (40) hours per week or in excess of eight (8) hours per day. Work performed does not include non-worked hours. Overtime pay is compensated at the rate of one and one-half (1.5) times the employee's hourly base rate of pay (not including shift or any other special differentials). Any special differentials that are applicable during overtime hours worked will be computed on the employee's base hourly rate of pay, not on the overtime rate of pay.
- C. Permanent full-time and part-time employees in the classification of Institutional Supervisor I (7KHA) who are assigned to Juvenile Hall (Org# 3120) or Orin Allen Youth Rehabilitation Facility (Org# 3160) are eligible to receive overtime pay or overtime compensatory time off for any authorized work performed. All other Institutional Supervisor I (7KHA) employees and employees in the classification of Probation Supervisor I (7AHA) are not eligible to receive the overtime pay, straight time pay or compensatory time described in this Section 7. In lieu of overtime pay, straight time pay or compensatory time; these employees will receive Paid Personal Leave pursuant to Section 50.B.

SECTION 7 - OVERTIME AND COMPENSATORY TIME

7.2 Overtime Compensatory Time. The following provisions shall apply:

- A. Employees may annually elect to accrue overtime compensatory time off in lieu of overtime pay. Eligible employees who elect to receive compensatory time off must agree to do so for a full fiscal year (July 1 through June 30). The employee must notify their departmental payroll staff of any change in the election by May 31 of each year.
- B. The names of those employees electing to accrue compensatory time off shall be placed on a list maintained by the Department. Employees who become eligible (i.e., newly hired employees, employees promoting, demoting, etc.) for compensatory time off in accordance with these guidelines, after the list has been compiled, will be paid for authorized overtime and straight time hours worked until the preparation of the next annual list.
- C. Compensatory time off shall be accrued at the rate of one and one-half (1-1/2) times the actual authorized overtime hours worked by the employee.
- D. Employees may not accrue a compensatory time off balance that exceeds one hundred twenty (120) hours (i.e., eighty [80] hours at time and one-half). Once the maximum balance has been attained, authorized overtime hours will be paid at the overtime rate. If the employee's balance falls below one hundred twenty (120) hours, the employee shall again accrue compensatory time off for authorized overtime hours worked until the employee's balance again reaches one hundred twenty (120) hours.
- E. Accrued compensatory time off shall be carried over for use in the next fiscal year; however, as provided in d above, accrued compensatory time off balances may not exceed one hundred twenty (120) hours.
- F. The use of accrued compensatory time off shall be by mutual agreement between the Department Head or his/her designee and the employee. Compensatory time off shall not be taken when the employee should be replaced by another employee who would be eligible to receive, for time worked, either overtime payment or compensatory time accruals as provided for in this Section. This provision may be waived at the discretion of the Department Head or his or her designee.
- G. When an employee promotes, demotes, or transfers from one classification eligible for compensatory time off to another classification eligible for compensatory time off within the same department, the employee's accrued compensatory time off balance will be carried forward with the employee.

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- H. Compensatory time accrual balances will be paid off when an employee moves from one department to another through promotion, demotion or transfer. Said payoff will be made in accordance with the provisions and salary of the class from which the employee is promoting, demoting or transferring as set forth in paragraph I below.
- I. Since employees accrue compensatory time off at the rate of one and one-half (1-1/2) hours for each hour of authorized overtime worked, they shall be paid their accrued hours of compensatory time at the straight time rate of pay whenever:
 - 1. The employee changes status and is no longer eligible for compensatory time off.
 - 2. The employee promotes, demotes or transfers to another department.
 - 3. The employee separates from County service.
 - 4. The employee retires.
- J. The Office of the County Auditor-Controller will establish timekeeping procedures to administer this Section.

7.3 Straight Time Pay and Straight Time Compensatory Time.

- A. Permanent full-time and part-time employees are eligible to receive straight time pay or straight time compensatory time off for hours worked in excess of the employee's daily number of scheduled hours that do not qualify for overtime pay as described in Section 7.1, above.
- B. Straight time pay is calculated at the rate of one (1.0) times the employee's base rate of pay (not including differentials or shift pays).
- C. Straight time compensatory time off is accrued at the rate of one (1.0) times the number of straight time hours worked as defined in 7.3.A. above. The election of compensatory time off for overtime hours in lieu of overtime pay means that the employee also elects to receive compensatory time off for straight time hours in lieu of straight time pay. An employee cannot elect to receive straight time compensatory time off for straight time hours if the employee does not also elect to receive compensatory time off for overtime hours, and vice versa. For employees who receive straight time compensatory time off in lieu of straight time pay, except as otherwise set forth in this Section 7.3, the rules for administration of compensatory time off described in Section 7.2, above, apply to straight time compensatory time off.

SECTION 8 - CALL BACK TIME PAY

A permanent full-time or permanent part-time employee who is called back to duty will be paid for Call Back Time. Call Back Time occurs when an employee is not scheduled

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

SECTION 9 - SHIFT DIFFERENTIAL

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

1. Permanent full-time and permanent part-time employees will receive a shift differential of five percent (5%) for the employee's entire scheduled shift when the employee is scheduled to work for four (4) or more hours between 5:00p.m. and 9:00a.m.
2. In order to receive the shift differential, the employee must start work between the hours of midnight and 5:00 a.m. or 11:00 a.m. and midnight on the day the shift is scheduled to begin. Hours worked in excess of the employee's scheduled workday will count towards qualifying for the shift differential, but the employee will not be paid the shift differential on any excess hours worked.
3. Employees who commence a vacation, paid sick leave period, paid disability or other paid leave immediately after working a shift that qualifies for the shift differential, will have the shift differential included in computing the pay for their time on paid leave. Employees on a rotating shift schedule who commence a vacation, paid sick leave, paid disability, or other paid leave will be paid the shift differential that they would have received had the employees worked the scheduled shift during the period of paid leave. Shift differential shall only be paid during paid sick leave and paid disability leave as provided above for the first thirty (30) calendar days of each absence.

B. Permanent Intermittent and Temporary employees:

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

SECTION 10 - WORKFORCE REDUCTION/LAYOFF/REASSIGNMENT

SECTION 10 - WORKFORCE REDUCTION/LAYOFF/REASSIGNMENT

10.1 Workforce Reduction. If funding reductions or shortfalls in funding occur in a department or are expected, which may result in layoffs, the department will notify the Association and take the following actions:

- A. Identify the classification(s) in which position reductions may be required due to funding reductions or shortfalls.
- B. Advise employees in those classifications that position reductions may occur in their classifications.
- C. Accept voluntary leaves of absence from employees in those classifications which do not appear to be potentially impacted by possible position reductions when such leaves can be accommodated by the department.
- D. 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 Chief of Labor Relations (or designee) that the Board of Supervisors may take action which will result in the layoff of employees in the Probation representation unit, the Chief of Labor Relations (or designee) shall notify the Association of the possibility of such layoffs and shall meet and confer with the Association regarding the implementation of the action.

SECTION 10 - WORKFORCE REDUCTION/LAYOFF/REASSIGNMENT

10.2 Separation Through Layoff.

- A. Grounds for Layoff. Any employee(s) having permanent status in position(s) in the merit service may be laid off when the position is no longer necessary, or for reasons of economy, lack of work, lack of funds or for such other reason(s) as the Board of Supervisors deems sufficient for abolishing the position(s).
- B. Order of Layoff. The order of layoff in a department shall be based on inverse seniority in the class of positions, the employee in that department with least seniority being laid off first and so on.
- C. Layoff By Displacement.
1. In the Same Class. A laid off permanent full-time employee may displace an employee in the department having less seniority in the same class who occupies 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.
 - a. In the same class as provided in Section 10.2 (Separation Through Layoff) paragraph C subparagraph 1 (In the Same Class) or,
 - b. In a class of the same or lower salary level as provided in Section 10.2 (Separation Through Layoff) paragraph C subparagraph 2 (In the Same Level or Lower Class), if no fulltime employee in a class at the same or lower salary level has less seniority than the displacing employees.
 3. Former permanent full-time employees who have voluntarily become permanent part time employees for the purpose of reducing the impact of a proposed layoff with the written approval of the Director of Human Resources or designee retain their permanent full-time employee seniority

SECTION 10 - WORKFORCE REDUCTION/LAYOFF/REASSIGNMENT

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.

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

2. Seniority for layoffs, pursuant to this Section 10 (Workforce Reduction/Layoff/Reassignment) and subsection 20.5 (Reassignment Due to Layoff or Displacement) shall be based on series seniority rather than classification seniority. The Juvenile Institution Officer series includes Juvenile Institution Officer I, Juvenile Institution Officer II, and Juvenile Institution Officer III. The Deputy Probation Officer series includes Deputy Probation Officer I, Deputy Probation Officer II, and Deputy Probation Officer III. The Probation Supervisor I and Institutional Supervisor I classifications are not included in either series and are considered stand-alone classifications. An employee's seniority within a series for layoff, displacement and reassignment purposes under subsection 19.6 (Seniority Credit) shall be determined by adding the employee's length of service in the particular series in which the employee currently holds a position, 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 the layoff.

F. Eligibility for Layoff List. Whenever any person who has permanent status is laid off, has been displaced, has been demoted by displacement or as 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.

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- G. Order of Names on Layoff. First, layoff lists shall contain the names of persons laid off, displaced, or demoted because of a layoff or displacement, or who have voluntarily demoted or transferred in lieu of layoff or displacement. Names shall be listed in order of layoff seniority in the class from which laid off, displaced, demoted, or transferred on the date of layoff, the most senior person listed first. In case of ties in seniority, the seniority rules shall apply except that where there is a class seniority tie between persons laid off from different departments, the tie(s) shall be broken by length of last continuous permanent County employment with remaining ties broken by random selection among the employees involved.
- H. Duration of Layoff & Reemployment Rights. The name of any person granted reemployment privileges shall continue on the appropriate list for a period of two (2) years. Persons placed on layoff lists shall continue on the appropriate list for a period of two (2) years.
- I. Certification of Persons From Layoff Lists. Layoff lists contain the name(s) of person(s) laid off, displaced or demoted by displacement or voluntarily demoted in lieu of layoff or displacement or transferred in lieu of layoff or displacement. When a request for personnel is received from the appointing authority of a department from which an eligible(s) was laid off, the appointing authority shall receive and appoint the eligible highest on the layoff list from the department. When a request for personnel is received from a department from which an eligible(s) was not laid off, the appointing authority shall receive and appoint the eligible highest on the layoff list who shall be subject to a probationary period. A person employed from a layoff list shall be appointed at the same step of the salary range the employee held on the day of layoff.
- J. Removal of Names from Layoff Lists. The Director of Human Resources 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 (Causes for Disqualification) of the Personnel Management Regulations.
 2. On evidence that the eligible cannot be located by postal authorities.
 3. On receipt of a statement from the appointing authority or eligible that the eligible declines certification or indicates no further desire for appointment in the class.
 4. If three (3) offers of permanent appointment to the class for which the eligible list was established have been declined by the eligible.
 5. If the eligible fails to respond to the Director of Human Resources or the appointing authority within ten (10) days to written notice of certification mailed to the person's last known address. 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

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class which has a top step salary lower than the top step of the class from which the person was laid off, the name of the person shall not be removed from the layoff list. Any subsequent appointment of such person from the layoff list shall result in removal of that person's name.

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

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

10.4 Special Employment Lists. The County will establish a Tactical Employment Team (T.E.T.) 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 T.E.T. 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.

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

SECTION 11 - HOLIDAYS

11.1 Holidays Observed.

- A. **The County will observe the following holidays:**

January 1st, known as New Year's Day
3rd Monday in January known as Dr. M. L. King, Jr. Day
3rd Monday in February, known as Presidents' Day

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The last Monday in May, known as Memorial Day
July 4th, known as Independence Day
First Monday in September, known as Labor Day
November 11th, known as Veterans Day
4th Thursday in November, known as Thanksgiving
The day after Thanksgiving
December 25th, known as Christmas Day

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

1. Any holiday observed by the County that falls on a Saturday is observed on the preceding Friday and any holiday that falls on a Sunday is observed on the following Monday.
 2. For employees who work in twenty-four (24) hour operations and whose regularly assigned schedule results in the employee working a holiday, any holiday that falls on a Saturday will be observed on a Saturday, and any holiday that falls on a Sunday will be observed on a Sunday.
- B. Each full-time employee will accrue two (2) hours of personal holiday credit per month. Such personal holiday time, will be taken in one minute increments, and preference of personal holidays shall be given to employees according to their seniority in their department as reasonably as possible. No employee may accrue more than forty (40) hours of personal holiday credit. On separation from County service, an employee shall be paid for any unused personal holiday credits at the employee's then current pay rate.
- C. Employees who work in twenty-four (24) hour facilities or Juvenile Institution Officers designated as Juvenile Hall Transportation Officers by the Probation Department will, in addition to those holidays specified in Section 11.1.A above, observe Admission Day on September 9, Columbus Day on the second Monday in October, and Lincoln's Day on February 12 as holidays, but shall not accrue the two (2) hours per month of personal holiday credit referenced in Section 11.1.B above. Juvenile Institution Officers designated as Juvenile Hall Transportation Officers by the Probation Department may be required to work one or more of the holidays.

11.2 Holiday is Observed (NOT WORKED)

A. Full-Time Employees:

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

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

3. **Holiday Observed – Full Time Employees Scheduled in Excess of Eight (8) Hours:** When a holiday falls on an a employee’s regularly full-time employee’s scheduled work day, the employee is entitled to only eight (8) hours off without a reduction in pay. If the workday is a nine (9) hour day, the employee must use one (1) hour of non-sick leave accruals. If the workday is a ten (10) hour day, the employee must use two (2) hours of non-sick leave accruals. If the employee does not have any non-sick leave accrual balances, leave without pay (A.W.O.P.) will be authorized.

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

B. Part Time Employees:

1. **Holidays Observed – Part-time Employees.** When a holiday is observed by the County, each part-time employee is entitled to observe the holiday in the same ratio as the his/her number of position hours bears the part-time employee’s weekly schedule bears to forty (40) hours, multiplied by eight (8) hours, without a reduction in pay. For example, a part-time employee whose position hours are 24 hours 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.”

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

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

4. **Holiday Observed – Part Time Employees Scheduled to Work Less Than “Part Time Employee’s Holiday Hours”.** When the number of hours in a part time employee’s schedule work day that fall on a holiday is less than the employee’s “part time employee’s holiday hours”, the employee is also entitled to receive flexible pay at the rate of 1.0 times his/her 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.”

11.3 Holiday is WORKED.

A. Full Time Employees:

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

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

3. **Holiday Falls On Regularly Scheduled Day Off of Full-Time Employees on 4/10, 9/80, Flexible, and Alternate Work Schedules:**

- A. When a full-time employee works on a holiday that falls on the employee’s scheduled day off, the employee is entitled to receive his or her regular salary. The employee is also entitled to receive overtime pay at the rate of one and one-

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half (1.5) times his/her base rate of pay (not including differentials) or compensation time at the same rate for all hours worked on the holiday. The employee is also entitled to receive eight (8) hours of flexible compensatory time or pay, at the rate of 1.0 times his/her base rate of pay, in recognition of his/her scheduled day off. This provision applies to employees on 4/10, 9/80, flexible, and alternate work schedules.

B. Part Time Employees.

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

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

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

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

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hours worked on the holiday, up to a maximum of the amount of the “part time employee’s holiday hours.”

5. **Holiday Worked – Regularly Scheduled Day off in Excess of “Part Time Employee’s Holiday Hours:** If a part time employee works more than the “part time employee’s holiday hours,” the part time employee is also entitled to receive compensatory time or straight time pay at the rate of 1.0 times his/her base rate of pay (not including differentials) for all hours worked up to a maximum of eight (8) hours. If a part time employee works more than eight (8) hours on the holiday, the part time employee is entitled to receive overtime pay at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) or compensatory time for all hours worked beyond eight (8) hours. The part time employee is also entitled to receive flexible pay at the rate of 1.0 times his/her base rate of pay (not including differentials) multiplied by the amount of the “part time employee’s holiday hours” or flexible compensatory time in recognition of his/her scheduled day off.
6. **Holiday Worked – Regularly Scheduled Day Off Less Than “Part Time Employee’s Holiday Hours”.** If a part time employee works a part time employee short shift on his/her regularly scheduled day off, the employee is also entitled to receive flexible pay at the rate of 1.0 times his/her base rate of pay (not including differentials) or flexible compensatory time for the difference between the part time employee’s short shift hours and the “part time employee’s holiday hours.”

11.4 Holiday and Compensatory Time Provisions.

- A. **Maximum Accruals of Holiday Comp Time.** Holiday compensatory time may not be accumulated in excess of two hundred eighty-eight (288) hours. After two hundred eighty eight (288) hours are accrued by an employee, the employee will receive holiday pay at the rate of one and one-half (1.5) times his/her base rate of pay. Holiday compensation time may be taken at those dates and times determined by mutual agreement of the employee and the Department Head or designee.
- B. **Pay Off of Holiday Comp Time.** Holiday compensatory time will be paid off only upon a change in status. A change in status includes separation, transfer to another department, reassignment to a permanent intermittent position, or transfer, assignment, or promotion or demotion into a position that is not eligible for holiday compensatory time.
- C. **Maximum Accruals of Flexible Compensatory Time.** Flexible compensatory time may not be accumulated in excess of two hundred eighty-eight (288) hours. After two hundred eighty-eight (288) hours are accrued by an employee, the employee will receive flexible pay at the rate of one (1.0) times his/her base rate of pay. Flexible compensatory time may be taken on those dates and times

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determined by mutual agreement of the employee and the Department Head or designee.

- D. Payoff of Flexible Comp Time.** Flexible compensatory time will be paid off only upon a change in status. A change in status includes transfer to another department, reassignment to a permanent-intermittent position, or transfer, assignment, or promotion or demotion into a position that is not eligible for flexible compensatory time.
- E.** Employees who elect to receive flexible compensatory time or holiday compensatory time credit must agree for a full fiscal year (July 1 through June 30). The employee must notify their departmental payroll staff of any change in the election by May 31 of each year.

11.5 Permanent Intermittent Employees. Permanent-Intermittent employees who work on a holiday are entitled to receive overtime pay at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) for a maximum of eight (8) hours worked on the holiday.

11.6 Holiday Worked by Temporary Employee. A temporary employee in the job classification of Juvenile Institution Officer I, II, or III who has completed 2080 hours of employment is eligible to receive overtime pay at the rate of one and one-half (1.5) times his/her base rate of pay (not including differentials) for all hours worked on the holiday, up to a maximum of eight (8) hours.

11.7 Holidays for Full-Time Employees who Work in Twenty-Four (24) Hour Facilities and Who do Not Accrue Two (2) Hours per Month of Personal Holiday Credit.

- A.** All of the provisions of section 11 apply to all the full-time employees who work in twenty-four (24) hour facilities and who do not accrue two (2) hours per month of personal holiday credit.
- B.** When a holiday falls on the regularly scheduled day off of a full-time employee who works in a twenty-four (24) hour facility and who does not accrue two (2) hours per month of personal holiday credit, the employee's regularly scheduled day off moves to the employee's next scheduled work day.
- 1. Employee Works on his/her Next Scheduled Work Day Following the Holiday:** When a full-time employee works on his or her next scheduled work day following the holiday, the employee is entitled to receive his/her regular salary. The employee is also entitled to receive, for a maximum of eight (8) hours, overtime pay at the rate of one and one-half (1.5) times his/her base rate of pay (not including differentials) or compensation time at the same rate.
 - 2. Employee does NOT work on his/her Next Scheduled Work Day Following the Holiday.** When a full time employee does NOT work on his/her next scheduled work day following the holiday, the employee is

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entitled to the day off, without a reduction in pay, in recognition of his/her regularly scheduled day off.

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

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12.1 Vacation Allowance. Employees in permanent positions are entitled to vacation with pay. Accrual is based upon straight time hours of working time per calendar month of service and begins on the date of appointment to a permanent position. Increased accruals begin on the first of the month following the month in which the employee qualifies. Accrual for portions of a month shall be in minimum amounts of one (1) hour calculated on the same basis as for partial month compensation pursuant to Section 5.8 (Salary Reallocation and Salary Reallocation) 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.

12.2 Vacation Leave on Reemployment From a Layoff List. Employees with six (6) months or more service in a permanent position prior to their layoff who are employed from a layoff list, shall be considered as having completed six 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.

12.3 Vacation Accrual Rates.

- A. Accrual Rates of Maximum Accumulation. The rates at which vacation credits accrue, and the maximum accumulation thereof, are as follows:

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

SECTION 13 - SICK LEAVE

B. 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 twenty (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 twenty (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.

12.4 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.

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

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

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

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13.2 Credits to and Charges Against Sick Leave. Sick leave credits accrue at the rate of eight (8) working hours credit for each completed month of service, as prescribed by County Salary Regulations and this Memorandum of Understanding. Employees who work a portion of a month are entitled to a pro rata share of the monthly sick leave credit computed on the same basis as is partial month compensation. Credits to and charges against sick leave are made in minimum amounts of one (1) minute increments. Unused sick leave credits accumulate from year to year. When an employee is separated other than through retirement, accumulated sick leave credits shall be canceled, unless the separation results from layoff, in which case the accumulated credits shall be restored if reemployed in a permanent position within the period of layoff eligibility. As of the date of retirement, an employee's accumulated sick leave is converted to retirement on the basis of one day of retirement service credit for each day of accumulated sick leave credit.

13.3 Policies Governing the Use of Paid Sick Leave.

A. 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:

1. "Immediate Family" means and includes only the spouse, son, stepson, daughter, stepdaughter, father, stepfather, mother, stepmother, brother, sister, grandparent, grandchild, niece, nephew, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, foster children, aunt, uncle, cousin, stepbrother, 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.
2. "Employee" means any person employed by Contra Costa County in an allocated position in the County service.
3. "Paid Sick Leave Credits" means those sick leave credits provided for by County Salary Regulations and this Memorandum of Understanding.
4. "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.

B. 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:

1. 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.

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2. 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:
 - a. An application for retirement due to disability has been filed with the Retirement Board.
 - b. Satisfactory medical evidence of such disability is received by the appointing authority within 30 days of the start of use of sick leave for permanent disability.
 - c. 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.
3. 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.
4. 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:
 - a. 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.
 - b. 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.

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- c. If all accrued sick leave has been utilized by the employee, the employee shall be considered on leave without pay.
5. Medical and Dental Appointments. An employee may use paid sick leave credits:
 - a. For working time used in keeping medical and dental appointments for the employee's own care; and
 - b. For working time used by an employee for pre-scheduled medical and dental appointments for an immediate family member.
6. 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.
7. Death of Family Member. An employee may use paid sick leave credits for working time used because of a death in the employee's immediate family or of the employee's domestic partner, but this shall not exceed three (3) working days, plus up to two (2) days of work time for necessary travel. Use of additional accruals including sick leave when appropriate may be authorized in conjunction with the bereavement leave at the discretion of the appointing authority.
8. Legal Adoption of a Child. Paid sick leave credits may be used by an employee upon adoption of the child.
9. 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.
10. Accumulated paid sick leave credits may not be used in the following situations:
 - a. 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.
 - b. Not in Pay Status. Paid sick leave credits may not be used when the employee would otherwise be eligible to use paid sick leave credits but is not in pay status.

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

A. Employee Responsibilities

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1. Employees are responsible for notifying their department of an absence prior to the commencement of their work shift or as soon thereafter as possible. Notification shall include the reason and possible duration of the absence.
 2. Employees are responsible for keeping their department informed on a continuing basis of their condition and probable date of return to work.
 3. Employees are responsible for obtaining advance approval from their supervisor for the scheduled time of pre-arranged personal or family medical and dental appointment.
 4. Employees are encouraged to keep the department advised of (1) a current telephone number to which sick leave related inquiries may be directed, and (2) any condition(s) and/or restriction(s) that may reasonably be imposed regarding specific locations and/or persons the department may contact to verify the employee's sick leave.
- B. Department Responsibilities. The use of sick leave may properly be denied if these procedures are not followed. Abuse of sick leave on the part of the employee is cause for disciplinary action. Departmental approval of sick leave is a certification of the legitimacy of the sick leave claim. The department head or designee may make reasonable inquiries about employee absences. The department may require medical verification for an absence of three (3) or more working days. The department may also require medical verification for absences of less than three (3) working days for probable cause if the employee had been notified in advance in writing that such verification was necessary. Inquiries may be made in the following ways:
1. Calling the employee's residence telephone number or other contact telephone number provided by the employee if telephone notification was not made in accordance with departmental sick leave call-in guidelines. These inquiries shall be subject to any restrictions imposed by the employee under subsection 13.4 (Administration of Sick Leave) paragraph A.
 2. Obtaining the employee's signature on the Absence/Overtime Record, or on another form established for that purpose, as employee certification of the legitimacy of the claim.
 3. Obtaining the employee's written statement of explanation regarding the sick leave claim.
 4. Requiring the employee to obtain a physician's certificate or verification of the employee's illness, date(s) the employee was incapacitated, and the employee's ability to return to work, as specified above.

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5. In absences of an extended nature, requiring the employee to obtain from their physician a statement of progress and anticipated date on which the employee will be able to return to work, as specified above. Department heads are responsible for establishing timekeeping procedures which will insure the submission of a time card covering each employee absence and for operating their respective offices in accordance with these policies and with clarifying regulations issued by the Office of the County Administrator. To help assure uniform policy application, the Director of Human Resources or designated management staff of the County Human Resources Department should be contacted with respect to sick leave determinations about which the department is in doubt.

13.5 Disability.

- A. An employee physically or mentally incapacitated for the performance of duty is subject to dismissal, suspension or demotion, subject to the County Employees Retirement Law of 1937. An appointing authority after giving notice may place an employee on leave if the appointing authority has filed an application for disability retirement for the employee, or whom the appointing authority believes to be temporarily or permanently physically or mentally incapacitated for the performance of the employee's duties.
- B. An appointing authority who has reasonable cause to believe that there are physical or mental health conditions present in an employee which endanger the health or safety of the employee, other employees, or the public, or which impair the employee's performance of duty, may order the employee to undergo at County expense and on the employees paid time a physical, medical examination by a licensed physician and/or a psychiatric examination by a licensed physician or psychologist, and receive a report of the findings on such examination. If the examining physician or psychologist recommends that treatment for physical or mental health problems, including leave, are in the best interests of the employee or the County in relation to the employee overcoming any disability and/or performing his or her duties the appointing authority may direct the employee to take such leave and/or undergo such treatment.
- C. Leave due to temporary or permanent disability shall be without prejudice to the employee's right to use sick leave, vacation, or any other benefit to which the employee is entitled other than regular salary. The Director of Human Resources may order lost pay restored for good cause and subject to the employee's duty to mitigate damages.
- D. Before an employee returns to work from any absence for illness or injury, other leave of absence or disability leave, exceeding two weeks in duration, the appointing authority may order the employee to undergo at County expense a physical, medical, and/or psychiatric examination by a licensed physician, and may consider a report of the findings on such examination. If the report shows that such employee is physically or mentally incapacitated for the performance of

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- 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 subsection 13.5 (Disability) paragraphs (A) or (B), the employee shall be given notice of the proposed leave of absence or suspension by letter or memorandum, delivered personally or by certified mail, containing the following:
1. A statement of the leave of absence or suspension proposed.
 2. The proposed dates or duration of the leave or suspension which may be indeterminate until a certain physical or mental health condition has been attained by the employee.
 3. A statement of the basis upon which the action is being taken.
 4. A statement that the employee may review the materials upon which the action is taken.
 5. A statement that the employee has until a specified date (not less than seven (7) work days from personal delivery or mailing of the notice) to respond to the appointing authority orally or in writing.
- F. Pending response to the notice the appointing authority for cause specified in writing may place the employee on a temporary leave of absence with pay.
- G. The employee to whom the notice has been delivered or mailed shall have seven (7) work days to respond to the appointing authority either orally or in writing before the proposed action may be taken.
- H. After having complied with the notice requirements above, the appointing authority may order the leave of absence or suspension in writing stating specifically the basis upon which the action is being taken, delivering the order to the employee either personally or by mail, effective either upon personal delivery or deposit in the US Postal Service.
- I. An employee who is placed on leave or suspended under this section may, within ten (10) calendar days after personal delivery or mailing to the employee of the order, appeal the order in writing through the 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

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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 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's fees and expenses shall be paid one-half by the County and one-half by the employee or the employee's Association. 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. The scope of the arbitrator's review shall be as follows:
1. The arbitrator may affirm, modify or revoke the leave of absence or suspension.
 2. The arbitrator may make his decision based only on evidence submitted by the County and the employee.
 3. The arbitrator may order back pay or paid sick leave credits for any period of leave of absence or suspension if the leave or suspension is found not to be sustainable, subject to the employee's duty to mitigate damages.

13.6 Workers' Compensation.

- A. Not Covered by Labor Code Section 4850. This subsection 13.6.A (Worker's Compensation) applies only to those on-the-job injuries or illnesses sustained by employees who are not covered for such injury or illness under Labor Code Section 4850:
1. Benefit Level. A permanent employee shall continue to receive the appropriate percent of regular monthly salary for all accepted claims filed before January 1, 2000, during any period of compensable temporary disability absence not to exceed one year. For all accepted claims filed with the County on or after January 1, 2000, the percentage of pay for employees entitled to Workers' Compensation shall be decreased from 87% to 86%. For all accepted claims filed with the County on or after January 1, 2007, the percentage of pay for employees entitled to Workers' Compensation shall be decreased from 86% to 80%. For all accepted

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claims filed with the County on or after January 1, 2008, the percentage of pay for employees entitled to Workers' Compensation shall be decreased from 80% to 75%. If Workers' Compensation becomes taxable, the County agrees to restore the original benefit level (100% of monthly salary) and the parties shall meet and confer with respect to funding the increased cost.

2. Waiting Period. There is a three (3) calendar day waiting period before Workers' Compensation benefits commence. If the injured worker loses anytime on the day of injury, that day counts as day one (1) of the waiting period. If the injured worker does not lose time on the date of injury, the waiting period will be the first three (3) calendar days the employee does not work as a result of the injury. The time the employee is scheduled to work during this waiting period will be charged to the employee's sick leave and/or vacation accruals. In order to qualify for Workers' Compensation the employee must be under the care of a physician. Temporary compensation is payable on the first three (3) days of disability when the injury necessitates hospitalization, or when the disability exceeds fourteen (14) days.
3. Continuing Pay. A permanent employee shall receive the appropriate percentage as outlined above of regular monthly salary during any period of compensable temporary disability not to exceed one (1) year. Payment of continuing pay and/or temporary disability compensation is made in accordance with Part 2, Article 3 of the Workers' Compensation Laws of California. "Compensable temporary disability absence" for the purpose of this Section, is any absence due to work connected disability which qualifies for temporary disability compensation as set forth in Part 2, Article 3 of the Workers' Compensation Laws of California. When any disability becomes medically permanent and stationary and/or reaches maximum medical improvement, the salary provided by this Section shall terminate. No charge shall be made against sick leave or vacation for these salary payments. Sick leave and vacation rights shall not accrue for those periods during which continuing pay is received. Employees shall be entitled to a maximum of one (1) year of continuing pay benefits.
4. Termination of Continuing Pay. Continuing pay begins at the same time that temporary Workers' Compensation benefits commence and continues until either the member is declared medically permanent/stationary and/or reaches maximum medical improvement, or until one (1) year of continuing pay, whichever comes first provided the employee remains in an active employed status. Continuing pay is automatically terminated on the date an employee is separated from County service by resignation, retirement, layoff, or the employee is no longer employed by the County. In these instances, employees will be paid Workers' Compensation benefits as prescribed by Workers' Compensation laws. All continuing pay will be cleared through the County Administrator's Office, Risk Management Division. Whenever an employee who has been injured on the job and has returned to work is required by an attending physician to

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

5. Extended Temporary Disability. If an injured employee remains eligible for temporary disability beyond one year, applicable salary will continue by integrating sick leave and/or vacation accruals with Workers' Compensation benefits (vacation charges to be approved by the department and the employee). If salary integration is no longer available, Workers' Compensation benefits will be paid directly to the employee as prescribed by Workers' Compensation laws.
6. Rehabilitation Integration. An injured employee who is eligible for Workers' Compensation rehabilitation temporary disability benefits and whose disability is medically permanent and stationary and/or reaches maximum medical improvement, will continue to receive salary by integrating sick leave and/or vacation accruals with Workers' Compensation rehabilitation temporary disability benefits until those accruals are exhausted. Thereafter, the rehabilitation temporary disability benefits will be paid directly to the employee.
7. Health Insurance. The County contribution to the employee's group insurance plan(s) continues during the continuing pay period and during integration of sick leave or vacation with Workers' Compensation benefits.
8. Method of Integration. An employee's sick leave and/or vacation charges shall be calculated as follows:

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

C = Sick leave or vacation charge per day (in hours)

W = Statutory Workers' Compensation for a month

S = Monthly salary

For example:

W = \$960 per month Workers' Compensation

S = \$1667 per month salary

8 = 8 hours

C = Hours to be charged to Sick Leave

$$C = 8 [1 - (\$960 \div \$1,667)]$$

$$C = 8 [1 - (.5758)]$$

$$C = 8 (.4242)$$

$$C = 3.39$$

3 hours chargeable to sick leave

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5 hours chargeable to Workers' Compensation

B. Covered By Section 4850. This subsection 13.6.B applies only to those on-the-job injuries or illnesses sustained by employees who are covered for such injury or illness under Labor Code Section 4850.

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

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

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

3. 4850 Pay Beyond One Year. If an injured employee remains eligible for Worker's Compensation temporary disability benefits beyond one year, full salary will continue by integrating sick leave and/or vacation accruals with Worker's Compensation benefits (use of vacation accruals must be approved by the department and the employee). If salary integration is no longer available because accruals are exhausted, Worker's Compensation benefits will be paid directly to the employee as prescribed by Workers Compensation laws.

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

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

6. Integration. An employee's sick leave and/or vacation charges shall be calculated as follows: $C = 8 [1 - (W \div S)]$

C = Sick leave or vacation charge per day (in hrs.)

W = Statutory Workers' Compensation for a month

S = Monthly salary

SECTION 14 - CATASTROPHIC LEAVE BANK

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

SECTION 14 - 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.

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

14.2 Operation.

- A. The plan will be administered under the direction of the Director of Human Resources. The Human Resources Department will be responsible for receiving and recording all donations of accruals and for initiating transfer of credits from the bank to the recipient's sick leave account. Disbursement of accruals will be subject to the approval of a six (6) member committee composed of three (3) members appointed by the County Administrator and three (3) members appointed by the majority representative employee organizations. The committee will meet once a month if necessary to consider all requests for credits and shall make determinations as to the appropriateness of the request. The committee shall determine the amount of accruals to be awarded for employees whose donations are nonspecific. Consideration of all requests by the committee will be on an anonymous requester basis.
- B. Hours transferred from the Catastrophic Leave Bank to a recipient will be in the form of sick leave accruals and shall be treated as regular sick leave accruals. To receive credits under this plan, an employee must have permanent status, must have exhausted all time off accruals to a level below eight (8) hours total, have applied for a medical leave of absence and have medical verification of

SECTION 15 - LEAVE OF ABSENCE

need. Donations are irrevocable unless the donation to the eligible employee is denied. Donations may be made in hourly blocks with a minimum donation of not less than four (4) hours per donation from balances in the vacation, holiday, floating holiday, compensatory time, or holiday compensatory time accounts. Employees who elect to donate to a specific individual shall have seventy-five percent (75%) of their donation credited to the individual and twenty-five percent (25%) credited to the Catastrophic Leave Bank. Time donated will be converted to a dollar value and the dollar value will be converted back to sick leave accruals at the recipient's base hourly rate when disbursed. Credits will not be on a straight hour-for-hour basis. All computations will be on a standard 173.33 basis, except that employees on other than a forty (40) hour week will have hours prorated according to their status.

- C. Any recipient will be limited to a total of one thousand forty (1040) hours or its equivalent per catastrophic event; each donor will be limited to one hundred twenty (120) hours per calendar year.
- D. No element of this plan is grievable. All appeals from either a donor or recipient will be resolved on a final basis by the Director of Human Resources. No employee will have any entitlement to catastrophic leave benefits. The award of Catastrophic Leave will be at the sole discretion of the committee, both as to amounts of benefits awarded and as to persons awarded benefits. Benefits may be denied, or awarded for less than six (6) months. The committee will be entitled to limit benefits in accordance with available contributions and to choose from among 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.

SECTION 15 - LEAVE OF ABSENCE

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

15.2 General Administration - Leaves of Absence.

- A. Requests for leave without pay shall be made in writing and shall state specifically the reason for the request, the date when it is desired to begin the leave, and the probable date of return. Leave without pay may be granted for any of the following reasons:
 - 1. Employee's own illness, disability or serious health condition.
 - 2. Pregnancy or pregnancy disability.

SECTION 15 - LEAVE OF ABSENCE

3. Family care for family members as defined in Section 15.9.
 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 of the need for family care leave as soon as possible and practical.
- C. A leave without pay may be for a period not to exceed one (1) year, provided the appointing authority may extend such leave for additional periods. The procedure in granting extensions shall be the same as that in granting the original leave, provided that the request for extension must be made not later than thirty (30) calendar days before the expiration of the original leave.
- D. Nevertheless, a leave of absence for the employee's serious health condition or for FMLA/CFRA shall be granted to an employee who so requests it for up to eighteen (18) weeks during a "rolling" twelve (12) month period measured backward from the date an employee uses his/her FMLA/CFRA leave in accordance with Section 15.5 (Family and Medical Leave Act (FMLA) and/or California Family Rights Act (CFRA)) below.
- E. Whenever an employee who has been granted a leave without any pay desires to return before the expiration of such leave, the employee shall submit a request to the appointing authority in writing at least fifteen (15) days in advance of the proposed return. Early return is subject to prior approval by the appointing authority. The Human Resources Department shall be notified promptly of such return.
- F. Except in the case of leave of absence due to family care, pregnancy, pregnancy disability, illness, or serious health condition, the decision of the appointing authority on granting or denying a leave or early return from leave shall be subject to appeal to the Director of Human Resources and not subject to appeal through the grievance procedure set forth in this MOU.

15.3 Furlough Days Without Pay (Voluntary Time Off or "V.T.O."). 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 subsection 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

SECTION 15 - LEAVE OF ABSENCE

worked the furlough time. When computing vacation, sick leave, floating holiday and other accrual credits for employees taking furlough time, this provision shall supersede subsections 11.1 (Holidays Observed), 12.1 (Vacation Allowance), 12.4 (Accrual During Leave Without Pay), 13.2 (Credits to and Charges Against Sick Leave), and 13.7 (Accrual During Leave Without Pay) of this MOU regarding the computation of vacation, sick leave, floating holiday, and other accrual credits as regards furlough time only. For payroll purposes, furlough time (absence without pay with prior authorization of the appointing authority) shall be reported separately from other absences without pay to the Auditor-Controller. The existing V.T.O. program shall be continued for the life of the contract.

15.4 Military Leave. Any employee who is ordered to serve as a member of the State Militia or the United States Army, Navy, Air Force, Marine Corps, Coast Guard or any division thereof shall be granted a military leave for the period of such service, up to a maximum of five (5) years as permitted by the federal Uniformed Services Employment & Reemployment Rights Act (USERRA), 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 if necessary in accordance with applicable state or federal laws. Upon the termination of such service or upon honorable discharge, the employee shall be entitled to return to his/her position in the classified service without any loss of standing of any kind whatsoever provided such position still exists, the employee is otherwise qualified, and the employee's cumulative military service does not exceed five (5) years for reemployment purposes as defined in USERRA. An employee who has been granted a military leave shall not, by reason of such absence, suffer any loss of vacation, holiday, or sick leave privileges which may be accrued at the time of such leave, nor shall the employee be prejudiced thereby with reference to salary adjustments or continuation of employment. For purposes of determining eligibility for salary adjustments or seniority in case of layoff or promotional examination, time on military leave shall be considered as time in County service. Any employee who has been granted a military leave, may upon return, be required to furnish such evidence of performance of military service or of honorable discharge as the Director of Human Resources may deem necessary.

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

- A. Medical leave of absence for the employee's own serious health condition which makes the employee unable to perform the functions of the employee's position;
or
- B. FMLA/CFRA leave of absence without pay for reason of the birth of a child of the employee, the placement of a child with an employee in connection with the adoption or foster care of the child by the employee, or the serious illness or health condition of a child, parent, spouse, or domestic partner of the employee.

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

15.7 Intermittent Use of Leave. The eighteen (18) week entitlement may be in broken periods, intermittently on a regular or irregular basis, or may include reduced work schedules depending on the specific circumstances and situations surrounding the request for leave. The eighteen (18) weeks may include use of appropriate available paid leave accruals when accruals are used to maintain pay status, but use of such accruals is not required beyond that specified in Section 15.12 (Leaves Without Pay – Use of Accruals) below. When paid leave accruals are used for FMLA/CFRA, such time shall be counted as a part of the eighteen (18) week entitlement.

15.8 Aggregate Use for Parents. If the parents are both employed by the County, the FMLA/CFRA entitlement based on the birth, adoption or foster care of a child is limited to an aggregate for both employees together of eighteen (18) weeks during a “rolling” twelve (12) month measured backward from the date the employee uses his/her FMLA leave. Employees requesting family care leave are required to advise their appointing authority(ies) when their spouse is also employed by the County.

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

- A. “Child”: A biological, adopted, or foster child, stepchild, legal ward, conservatee or a child who is under eighteen (18) years of age for whom an employee stands in loco parentis or for whom the employee is the guardian or conservator, or an adult dependent child of the employee.
- B. “Parent”: A biological, foster, or adoptive parent, a step-parent, legal guardian, conservator, or other person standing in loco parentis to a child.
- C. “Spouse”: A partner in marriage as defined in California Family Code Section 300.
- D. “Domestic Partner”: As defined in Family Code Section 297.
- E. “Serious Health Condition”: An illness, injury, impairment, or physical or mental condition which warrants the participation of a family member to provide care during a period of treatment or supervision and involves either inpatient care in a hospital, hospice or residential health care facility or continuing treatment or continuing supervision by a health care provider (e.g. physician or surgeon) as defined by state and federal law.
- F. “Certification for Family & Medical Leave Act (FMLA)/California Family Rights Act (CFRA)”: A written communication to the employer from a health care provider of an employee with a serious health condition or illness or 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:

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1. The date, if known, on which the serious health condition commenced.
 2. The probable duration of the condition.
 3. For family care, an estimate of the frequency and duration of the leave required to render care or supervision for the family member.
 4. For an employee's serious health condition, a statement whether the employee is able to work, or is unable to perform one or more of the essential functions of his/her position.
 5. If for intermittent leave or a reduced work schedule leave, the certification should indicate the intermittent leave or reduced work schedule needed for the employee's serious health condition or for the care of the employee's family member and its expected duration.
- G. "Comparable Position": A position with the same or similar duties and pay which can be performed at the same or similar geographic location as the position held prior to the leave. Ordinarily, the job assignment will be the same duties in the same program area located in the same city, although specific clients, caseload, co-workers, supervisor(s), or other staffing may have changed during an employee's leave.

15.10 Pregnancy Disability Leave.

- A. How Leave Is Counted. Insofar as pregnancy disability leave is used under subsection 13.3, paragraph B, subparagraph 4 (Sick Leave Utilization for Pregnancy Disability), that time will not be considered a part of the eighteen (18) week California Family Rights Act (CFRA) leave.
- B. Pregnancy Limited Duty Assignment. Once an employee has been granted limited duty status for maternity reasons by the County, such employee may, with specific medical verification, request and receive reassignment to a work location which shall not require the employee to have a physical presence during the term of the pregnancy on any living unit at juvenile hall.

15.11 Group Health Plan Coverage. Employees who were members of one of the group health plans prior to commencement of their leave of absence can maintain their health plan coverage with the County contribution by maintaining their employment in pay status as described in subsection 15.12 (Leave Without Pay – Use of Accruals). During the eighteen (18) weeks of an approved FMLA/CFRA leave under subsection 15.5 Family and Medical Leave Act (FMLA) and/or California Family Rights Act (CFRA) 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 subsection 15.12 (Leave Without Pay – Use of Accruals). 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.

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15.12 Leave Without Pay - Use of Accruals.

- A. All Leaves of Absence. During the first twelve (12) month period of any leave of absence without pay, an employee may elect to maintain pay status each month by using available sick leave (if so entitled under subsection 13.3 - 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 Long Term Disability ("LTD") Benefit Coordination or Sick Leave Integration or as provided in the sections below.
- B. California Family Rights Act (CFRA) and Family Medical Leave Act (FMLA). During the eighteen (18) weeks of an approved medical (FMLA) or family care (CFRA) 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 subsection 13.3 - 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 15.12, paragraph A (All Leaves of Absence) above.
- C. Leave of Absence/Long Term Disability (LTD) Benefit Coordination. An eligible employee who files an LTD claim and concurrently takes a leave of absence without pay will be required to use accruals as provided in subsection 15.12 (All Leaves of Absence) paragraph B herein during the eighteen (18) week entitlement period of a medical leave specified above. If an eligible employee continues beyond the eighteen (18) week entitlement period on a concurrent leave of absence/LTD claim, the employee may choose to maintain further pay status only as allowed under subsection 15.12 (All Leaves of Absence) paragraph A herein.
- D. Sick leave accruals may not be used during any leave of absence, except as allowed under subsection 13.3 (Policies Governing the Use of Paid Sick leave).

15.13 Leave of Absence Replacement and Reinstatement. Any permanent employee who requests reinstatement to the classification held by the employee in the same department at the time the employee was granted a leave of absence, shall be reinstated to a position in that classification and department and then only on the basis of seniority. In case of severance from service due to the reinstatement of a permanent employee, the provisions of Section 10 (Workforce Reduction/Layoff/Reassignment) shall apply.

15.14 Reinstatement From Family Medical Leave Act (FMLA)/California Family Rights Act (CFRA) Leave. In the case of a FMLA/CFRA leave, an employee on a 5/40 schedule shall be reinstated to the same or comparable position if the return to work is

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

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

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

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

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16.1 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 or Federal Court, or a Coroner's jury, employees may remain in their regular County pay status, or they may take paid leave (vacation, floating holiday, etc.) or leave without pay and retain all fees and expenses paid to them.
- D. When an employee is summoned for jury duty selection or is selected as a juror in a Superior or Federal Court, employees may remain in a regular pay status if they waive all fees (other than mileage), regardless of shift assignment and the following shall apply:

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1. If an employee elects to remain in a regular pay status and waive or surrender all fees (other than mileage), the employee shall obtain from the Clerk or Jury Commissioner a certificate indicating the days attended and noting that fees other than mileage are waived or surrendered. The employee shall furnish the certificate to his department where it will be retained as a department record. An "Absence/Overtime Record" ("AOR") is not required.
 2. An employee who elects to retain all fees must take leave (vacation, floating holiday, etc.) or leave without pay. A court certificate is not required but an Absence/Overtime Record ("AOR") must be submitted to the department payroll clerk.
- E. Employees are not permitted to engage in any employment regardless of shift assignment or occupation before or after daily jury service that would affect their ability to properly serve as jurors.
- F. An employee on short notice standby to report to court, whose job duties make short notice response impossible or impractical, shall be given alternate work assignments for those days to enable them to respond to the court on short notice.
- G. When an employee is required to serve on jury duty, the County will adjust that employee's work schedule to coincide with a Monday to Friday schedule for the remainder of their service, unless the employee requests otherwise.
- H. Permanent-intermittent employees are entitled to paid jury duty leave only for those days on which they were previously scheduled to work.

16.2 Witness Duty. Employees called upon as a witness or an expert witness in a case arising in the course of their work or the work of another department may remain in their regular pay status and turn over to the County all fees and expenses paid to them other than mileage allowance or they may take vacation leave or leave without pay and retain all fees and expenses. Employees called to serve as witnesses in private cases or personal matters (e.g., accident suits and family relations) shall take vacation leave or leave without pay and retain all witness fees paid to them. Retention or waiver of fees shall be governed by the same provisions as apply to jury duty as set forth in subsection 16.1 (Jury Duty) of this MOU. Employees shall advise their department as soon as possible if scheduled to appear for witness duty. Permanent intermittent employees are entitled to paid witness duty only for those days on which they were previously scheduled to work.

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17.1 Health Plan Coverage.

A. 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

Medical Plans:

All employees will have access to the following health 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

In the event that a 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), such plan(s) will be eliminated for all employees beginning January 1, 2018.

17.2 Monthly Premiums.

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
County Selected High Deductible Health Plan	\$478.91	\$1,115.84	\$1,115.84
Delta Dental PPO with CCHP A or B	\$41.17	\$93.00	\$93.00
Delta Dental PPO with Kaiser or Health Net	\$34.02	\$76.77	\$76.77
Delta Dental PPO without a Health Plan	\$43.35	\$97.81	\$97.81

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DeltaCare HMO with CCHP A or B	\$25.41	\$54.91	\$54.91
DeltaCare HMO with Kaiser or Health Net	\$21.31	\$46.05	\$46.05
DeltaCare HMO without a Health Plan	\$27.31	\$59.03	\$59.03

- B. If the County contracts with a medical or dental plan that is not listed above, the County will determine the monthly dollar premium subsidy that it will pay to that medical plan for employees and their eligible family members.
- C. In the event that the County premium subsidy amounts are greater than one hundred percent (100%) of the applicable premium of any medical and/or dental plan, for any plan year, the County's contribution will not exceed one hundred percent (100%) of the applicable plan premium.
- D. In the event that a provider no longer offers to the County a medical or dental plan listed in this Section 17 or a provider and the County do not renew a medical or dental plan listed in this Section 17, the Association agrees that the new medical or dental plans selected by the County to replace the current plans will be available to employees represented by the Association and the Association agrees that the new plans will replace the medical or dental plans provided for in this MOU. The County will give notice to the Association when any new medical or dental plans are adopted and when they will be effective for employees represented by the Association.

17.3 Retirement Coverage:

A. Upon Retirement:

1. Upon retirement eligible employees and their eligible family members may remain in their County health/dental plan, but without County-paid life insurance coverage, if immediately before their proposed retirement the employees and dependents are either active subscribers to one of the County contracted health/dental plans or if while on authorized leave of absence without pay, they have retained continuous coverage during the leave period. The County will pay the monthly premium subsidies set forth in subsection 17.2 for eligible retirees and their eligible family members.
2. Any person who becomes age 65 on or after December 7, 2010, and who is eligible for Medicare must immediately enroll in Medicare Parts A and B.
3. For employees hired on or after January 1, 2011, and their eligible family members, no monthly premium subsidy will be paid by the County for any health or dental plan after they separate from County employment. However, any such eligible employee who retires under the Contra Costa County Employees' Retirement Association ("CCCERA") may retain continuous coverage of a county health or dental plan provided that (i) he or she begins to receive a monthly retirement allowance from CCCERA within one hundred twenty (120) days of separation from County

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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 dental plan under the following conditions and limitations.
1. Health and dental coverage during the deferred retirement period is totally at the expense of the employee, without any County contributions.
 2. Life insurance coverage is not included.
 3. To continue health and dental coverage, the employee must:
 - a. be qualified for a deferred retirement under the 1937 Retirement Act provisions;
 - b. be an active member of a County group health and/or dental plan at the time of filing their deferred retirement application and elect to continue plan benefits;
 - c. be eligible for a monthly allowance from the Retirement System and direct receipt of a monthly allowance within twenty-four (24) months of application for deferred retirement; and
 - d. file an election to defer retirement and to continue health benefits hereunder with the County Benefits Division within thirty (30) days before separation from County service.
 4. Deferred retirees who elect continued health benefits hereunder and their eligible family members may maintain continuous membership in their County health and/or dental plan group during the period of deferred retirement by paying the full premium for health and dental coverage on or before the 10th of each month, to the Contra Costa County Human Resources Department-Employee Benefits Division. When the deferred retirees begin to receive retirement benefits, they will qualify for the same health and/or dental plan coverage pursuant to paragraph (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 paragraph (A), above, as similarly situated retirees who did not defer retirement are entitled, 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.

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6. Employees who elect deferred retirement will not be eligible in any event for County health or dental plan subvention unless the member draws a monthly retirement allowance within twenty-four (24) months after separation from County service.
 7. Deferred retirees and their eligible family members are required to meet the same eligibility provisions for health/dental plans as similarly situated retirees who did not defer.
- C. **Employees Hired After December 31, 2006 - Eligibility for Retiree Health Coverage:** All employees hired after December 31, 2006 are eligible for retiree health/dental coverage pursuant to subsection 17.3 (Retirement Coverage) paragraphs (A) and (B), above, upon completion of fifteen (15) years of service as an employee of Contra Costa County. For purposes of retiree health eligibility, one (1) year of service is defined as one thousand (1,000) hours worked within one anniversary year. The existing method of crediting service while an employee is on an approved leave of absence will continue for the duration of this Agreement.
- D. Subject to the provisions of subsection 17.3 (Retirement Coverage) paragraphs A, B, and C and upon retirement, the following employees (and their eligible family members) are eligible to receive a monthly premium subsidy for health and dental plans or are eligible to retain continuous coverage of such plans: employees, and each employee who retires from a position or classification that was represented by this bargaining unit at the time of his or her retirement.
- E. For purposes of this subsection 17.3 (Retirement Coverage) only, 'eligible family members' does not include Survivors of employees or retirees.

17.4 Health Plan Coverages and Provisions. The following provisions are applicable regarding County Health and Dental Plan participation:

- A. **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.

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

A. Health Insurance

1. Eligible Dependents:
 - a. Employee's Legal Spouse
 - b. Employee's qualified domestic partner

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- c. Employee's child to age 26
 - d. Employee's Disabled Child who is:
 - (1) over age 26,
 - i. Unmarried; and,
 - ii. Incapable of sustaining employment due to a physical or mental disability that existed prior to the child's attainment of age 19.
2. "Employee's child" includes natural child, child of a qualified domestic partner, step-child, adopted child
- and a child specified in a Qualified Medical Child Support Order (QMCSO) or similar court order.

B. Dental Insurance

- 1. Eligible Dependents all dental plans:
 - a. Employee's Legal Spouse
 - b. Employee's qualified domestic partner
 - c. Employee's Disabled Child who is:
 - i. Over age 19,
 - ii. Unmarried; and,
 - iii. Incapable of sustaining employment due to a physical or mental disability that existed prior to the child's attainment of age 19.
- 2. Delta Dental PPO Only:
Employee's unmarried child who is:
 - (1) Under age 19, or
 - (2) Age 19, or above, but under age 24, and
 - i. Resides with the Employee for more than 50% of the year excluding time living at school, and
 - ii. Receives at least 50% of support from Employee, and
 - iii. Is enrolled and attends school on a full-time basis, as defined by the School.
- 3. Delta Care HMO Only – Employee's Child to age 26
- 4. "Employee's child" includes natural child, child of a qualified domestic partner, step-child, adopted child and a child specified in a Qualified Medical Child Support Order (QMCSO) or similar court order.

17.6 Dual Coverage.

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

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- B. All dependents, as defined in Section 17.5, Family Member Eligibility Criteria, may be covered by the health and/or dental plan of only one spouse or one domestic partner. For example, when both parents are County employees, all of their eligible children may be covered as dependents of either parent, but not both.
- C. For purposes of this subsection 17.6 (Dual Coverage) only, "County" includes the County of Contra Costa and all special districts governed by the Board of Supervisors, including, but not limited to, the Contra Costa County Fire Protection District.

17.7 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 17.2.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	\$447.04	\$916.72	\$1,387.40

- B. For the plan years that begin on January 1, 2017, January 1, 2018, and January 1, 2019, 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 17.7.A. for medical plans.

- C. 2016 Plan Premium Amounts: For purposes of calculating the County and Employee cost-sharing increases described in subsection 17.7.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

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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

D. Medical Plan Cost-Sharing for Active Employees for the 2019 Plan Year. On July 1, 2019, the County will pay the monthly premium subsidy for medical plans stated below:

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

Employee +1 Dependent Medical Plans	Monthly Premium	County Monthly Premium Subsidy	Employee Monthly Premium Cost
Contra Costa Health Plans (CCHP), Plan A	\$1,624.10	\$1,271.99	\$352.11
Contra Costa Health Plans (CCHP), Plan B	\$1,800.37	\$1,314.95	\$485.42
Kaiser Permanente Health Plan A	\$1,754.60	\$1,200.00	\$554.60
Kaiser Permanente Health Plan B	\$1,394.56	\$1,200.00	\$194.56
Health Net HMO Plan A	\$3,355.12	\$1,765.02	\$1,590.10
Health Net HMO Plan B	\$2,333.10	\$1,720.86	\$612.24
Health Net PPO Plan A	\$4,680.80	\$2,109.72	\$2,571.08
Kaiser High Deductible Health Plan	\$1,119.36	\$1,119.36	\$0.00

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

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Kaiser High Deductible Health Plan	\$1,679.04	\$1,679.04	\$0.00
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E. Medical Plan Cost-Sharing for Active Employees on and after January 1, 2020.

1. For active employees for the plan year that begins on January 1, 2020, the County will move to a percentage-based cost sharing approach for medical care premium subsidies. The County will pay seventy-five percent (75%) of the total medical plan premium for the Employee and Employee +1 Dependent tiers of the second lowest priced non-deductible HMO plan. The County will pay 76.5% of the total medical plan premium for the Employee +2 or more Dependents tier of the second lowest priced non-deductible HMO plan. These annual calculated dollar amounts will be applied to all plans and tiers as described.
2. For active employees for the plan year that begins on January 1, 2021, the County will pay seventy-eight and a half percent (78.5%) of the total medical plan premium for each tier of the second lowest priced non-deductible HMO plan. This annual calculated amount will be applied to all plans and tiers, except Kaiser Permanente Health Plan B.
3. For active employees for the plan year that begins on January 1, 2022, and each year thereafter, the County will pay eighty percent (80%) of the total medical plan premium for each tier of the second lowest priced non-deductible HMO plan. This annual calculated dollar amount will be applied to all plans and tiers, except Kaiser Permanente Health Plan B.
4. For active employees for the plan year that begins on January 1, 2021, and each year thereafter, for the Kaiser Permanente Health Plan B, employees will pay at least the following share of the total medical plan premium:

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

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

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

17.8 Life Insurance Benefit Under Health and Dental Plans. For employees who are enrolled in the County’s program of medical or dental coverage as either the primary

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or the dependent, term life insurance in the amount of ten thousand dollars (\$10,000) will be provided by the County.

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

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

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

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

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

17.14 Prevailing Section. To the extent that any provision of this Section 17 (Medical, Dental & Life Insurance) is inconsistent with any provision of any other County enactment or policy, including but not limited to Administrative Bulletins, the Salary Regulations, the Personnel Management Regulations, or any other agreement or order of the Board of Supervisors, the provision(s) of this Section 17 (Medical, Dental & Life Insurance) will prevail.

17.15 Rate Information. The County Benefits Division will make health and dental plan rate information available upon request to employees and departments. In

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addition, the County Benefits Division will publish and distribute to employees and departments information about rate changes as they occur during the year.

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

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

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

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

17.19 Health Benefit Coverage for Employees Not Otherwise Covered. To access County health plans, an employee represented by the Association who is not otherwise eligible for health coverage by the County, must be eligible to receive an offer of coverage from the County under the federal Patient Protection and Affordable Care Act ("ACA") (42 U.S.C. § 18081). Employees eligible to receive an offer of coverage (and qualified dependents), will be offered access to County health insurance plans. Employees will be responsible for the full premium cost of coverage. This provision is not subject to the grievance process.

17.20 Health Savings Account with High Deductible Health Plan

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

1. Only active employees who are enrolled in the Kaiser High Deductible Health Plan may elect to initially enroll in the HSA. The HSA is not available to permanent-intermittent or temporary employees.
2. Employees may only contribute up to the maximum annual contribution

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rate for HSAs as set forth in the United States Internal Revenue Code.

3. Funds contributed to the HSA are invested as directed by the employee. The County does not provide any recommendations or advice on investment or use of HSA funds.
4. Employees are responsible for paying any HSA account management fees charged by the HSA administrator.
5. The County does not manage or administer the HSAs.

B. For the 2019 Plan Year, the County will make a one-time contribution of five hundred dollars (\$500) into the HSA for employees who are active employees on July 1, 2019, who are enrolled in the Kaiser Permanente High Deductible Health Plan for the 2019 plan year, and who have an HSA. The contribution will be made as soon as administratively feasible following ratification by the Association.

C. For the 2020 Plan Year and each year thereafter, the County will contribute six hundred and twenty-five dollars (\$625) annually into the HSA for employees who are active employees on February 1 of the plan year, who are enrolled in the Kaiser Permanente High Deductible Health Plan, and have an HSA. The contribution will be made with the February 10 pay for the plan year.

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

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18.1 Certification Rule – Pursuant to Personnel Management Regulations (PMR) Sections 605.3(d), 605.4, and 719, band lists may be used for the entry-level classes of Deputy Probation Officer I (Class Code 7AWA) and Juvenile Institution Officer I (Class Code 7KWB). Under the band list certification process, the names of candidates who have qualified on the examination are placed into one, two or three groups designated as Bands A, B and C. All names within each band shall be considered equally qualified and there shall be no additional ranking within the bands. The number of eligible candidates certified from the eligible list established as a result of an open competitive examination shall:

- A. Include all of the names in Band A; and
- B. If there are fewer than nine (9) names available in Band A, then all of the names in Band B shall be certified along with the names in Band A; and
- C. If there are fewer names in Band A than the number of vacancies to be filled, then all of the names in Band B shall be certified along with the names in Band A; and

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- D. If there are fewer than nine (9) names available in Band A and Band B combined, then all of the names in Band C shall be certified along with the names in Band A and Band B; and
- E. If there are fewer names in Band A and Band B combined than the number of vacancies to be filled, then all of the names in Band C shall be certified along with the names in Band A and Band B.

18.2 Duration. All appointments from officially promulgated employment lists for original entrance and promotion shall be subject to a probationary period. The probationary period shall be twelve (12) months for original entrance appointments and promotional appointments.

18.3 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.

18.4 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, probation will be considered completed upon serving two thousand and seventy-six (2076) hours after appointment except that in no instance will this period be less than twelve (12) 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.

18.5 Rejection During Probation/Appeal.

- A. 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.
- B. 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 Association activities, or race, color, national origin, sex, age, disability, or sexual orientation.
- C. 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 18.4 (Rejection During Probation/Appeal) paragraph B 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.

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- D. 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 18.4 (Rejection During Probation/Appeal) paragraph B, 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.
- E. 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.

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

Notwithstanding any other provisions of the MOU, an employee rejected during the probation period from a position in the Merit System to which the employee had been promoted or transferred from an eligible list, shall be restored to a position in the department from which the employee was promoted or transferred. An employee dismissed for other than disciplinary reasons within six (6) months after being promoted or transferred from a position in the Merit System to a position not included in the Merit System shall be restored to a position in the classification in the department from which the employee was promoted or transferred.

A probationary employee who has been rejected or has resigned during probation shall not be restored to the eligible list from which the employee was certified unless the employee receives the affirmative recommendation from the appointing authority and is certified by the 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.

18.7 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

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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.

18.8 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 if subsequently certified and appointed in a different department or classification than that from which the employee was laid off.

18.9 Discussion of Continuous Testing. Upon receipt of a request by the Association, the Human Resources Department agrees to meet to discuss the issues related to continuous testing and the frequency of such testing regarding specific classifications.

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

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

19.3 Certification Rule. The rule of ten (10) will be utilized for the Deputy Probation Officer II (Class Code 7AVA) Promotional List. The rule of five (5) will be utilized for all other promotions.

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

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

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

- B. The incumbent of the position must have performed at the higher level for six (6) months.
- C. The incumbent must meet the minimum education and experience requirements for the higher class.
- D. The action must have approval of the Director of Human Resources.
- E. The Association approves such action. The appropriate rules regarding probationary status and salary on promotion are applicable.

19.6 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.

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

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

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

19.10 Psychological Exams. Applicants who currently occupy a permanent peace officer position in the Probation Department will not be required to complete the psychological screening or background investigation to promote to other peace officer positions in the Probation Department. Specifically, permanent Juvenile Institution Officers participating in the current promotional Deputy Probation Officer II examination will not be required to complete either psychological screening or a background investigation. Individuals who have only temporary Juvenile Institution Officer time with

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the County will be required to complete the full scale psychological and background investigation.

SECTION 20 – WORK SCHEDULING, POSTING OF VACANCIES AND REASSIGNMENT

20.1 Annual Shift Assignment Scheduling to Non-Specialized Assignments for Juvenile Institution Officers and Institutional Supervisors.

- A. **Bidding Procedure.** The following procedures shall be used for scheduling Juvenile Institution Officers (JIO) and Institutional Supervisors (IS) assigned to the Juvenile Hall and Orin Allen Youth Rehabilitation Facility (OAYRF).
1. Annual Bidding. The bidding of shift assignments for Juvenile Institution Officers and Institution Supervisor I (IS I) shall take place on an annual basis. The assignment periods will be July through June. New assignment patterns will begin on the 1st Monday of July each year.
 2. Selection of Shifts. Personnel shall bid for their assignments and days off based on their seniority. An employee's seniority for purposes of assignment selection shall be determined by the length of continuous employment in their job class series. Seniority shall also include the length of continuous employment in a higher class within the Probation Department.
- B. **Exceptions.** The Chief of Probation reserves the right to make exceptions to the annual shift assignment bidding procedure and assign shifts at any time as necessary in the following circumstances:
1. Emergency situations as determined by the Chief of Probation.
 2. To assign personnel to assignments with specialized duties or responsibilities as defined in 20.2 (Voluntary Reassignment – Juvenile Institution Officers and Institutional Supervisors to Specialized Assignments). The practice of choosing persons for specialized assignments shall proceed as described in Section 20.2.
 3. To provide for retraining of any personnel whose documented job performance is substandard or unsatisfactory.
 4. To compensate for vacancies, absences due to injury, illness, leave of absence or emergency leave.
 5. In any circumstances where the duties and responsibilities of the office cannot be carried out without adjusting work schedules.

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20.2 Voluntary Reassignment to Specialized Assignments – Juvenile Institution Officers and Institutional Supervisors.

The Chief of Probation reserves the right to assign employees to specialized assignments, refuse to assign employees to specialized assignments, or reassign employees from specialized assignments to non-specialized assignments. Specialized assignments are shifts with specialized duties or responsibilities. These assignments include but are not limited to the following programs:

- a. Transportation
- b. Central Control
- c. Home Supervision JIO

The Department and the Association agree that personnel assigned to specialized assignments will have a two-year commitment period. Staff in a specialized assignment desiring to transition out of their assignment must notify the Personnel Manager of Juvenile Hall in writing by March 1st to be included in the annual shift assignment selection process.

- A. Responsibility For Implementation. Implementation of the posting and reassignment procedures is the responsibility of the Probation Manager assigned responsibility for the Personnel Unit for specialized assignments.
- B. Posting of Specialized Juvenile Institution Officer Vacancies.
 1. Positions Must Be Posted. All vacant Juvenile Institution Officer positions which may occur by creation of new positions, separation, promotion, demotion or reassignment must be posted for permanent employee bidding.
 2. Order of Posting. When a vacancy occurs within a specialized Juvenile Institution Officer classifications within Juvenile Institutions, that vacancy (shift schedule) will be posted in all Juvenile Institutions. Selection procedures and criteria shall be as provided in subsection 20.2 (Voluntary Reassignment – Juvenile Institution Officers and Institutional Supervisors to Non-Specialized Positions to Specialized Assignments) paragraphs F (Interviews and Withdrawal) and G (Selection Criteria for Juvenile Institution Officer Vacancies) below.
 3. Duration of Posting. A vacant Juvenile Institution Officer position notice shall be posted for seven (7) calendar days. The notice shall specify job characteristics and shall be posted only once.
 4. Posting Locations. When a vacancy occurs within a Juvenile Institution Officer unit, that vacancy (including shift schedule) will be posted on

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bulletin boards in or near employee work areas throughout the department.

5. Reasons For Not Posting. If a vacant Juvenile Institution Officer position in a juvenile institution is not posted within thirty (30) days, a notice of the reasons why not shall be posted.

C. Eligibility to Bid for Reassignment.

1. Definition of Bidder. For purposes of this procedure, a bidder is an employee in the same classification series who is eligible to bid under this subsection 20.2 (Voluntary Reassignment – Juvenile Institution Officers) paragraph C (Eligibility to Bid for Reassignment) who is performing satisfactorily in their current position and meets all the minimum qualifications for the position including any specialized requirements such as bilingual ability, position flag requirements, and who submits a bid on the position.
2. Bearing of Status on Eligibility To Request Reassignment.
 - a. All permanent full-time, permanent part-time or permanent intermittent employees may request reassignment to any open permanent position in the same classification anywhere else in the Department. The Department will determine if the request is granted.
 - b. Employees who are in a temporary status or provisionally appointed to a permanent position may not bid for reassignment under this procedure.

D. Bid Procedures.

1. Employees will inform the Administrative Probation Manager of their interest in a posted specialized Juvenile Institution Officer vacancy via the Reassignment Request form.
2. Bidding While on Leave. Employees interested in a particular specialized assignment and wishing to be notified of an open position while on vacation, sick leave or leave of absence (not scheduled day off) may leave a written notice or a self-addressed, stamped envelope with the supervisor of the position they are interested in. It is not the unit supervisor's responsibility to contact an employee who is not working (i.e. sick leave, vacation, leave of absence, worker's compensation, etc.)

E. Order of Candidate Consideration.

1. If five (5) or more eligible bidders apply for a Juvenile Institution Officer

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vacancy only the five (5) most senior bidders will be considered.

2. If less than five (5) Juvenile Institution Officers bid for a Juvenile Institution Officer vacancy or less than five (5) bidders are eligible for the position, the Probation Manager may add names from the Merit System eligibility list to ensure the creation of a five (5) candidate pool.

F. Interviews.

1. Withdrawal. Candidates have the option of withdrawing from the reassignment process at any time prior to the interview. Once the interview is held, the selected candidate is obligated to accept the reassignment.
2. Interviews.
 - a. For purposes of selection, the interview panel will consider the five (5) most senior candidates as equals. For the purposes of bidder selection, the "Rule of 5" shall apply. That is, the supervisor is entitled to select from five (5) candidates and the five (5) most senior may be considered as equal. Seniority for bidding purposes means classification series seniority.
 - b. The supervisor shall offer to interview all candidates either in person or on the telephone. Subsequent to submitting a bid, an employee may waive consideration for the position at any time by notifying the supervisor verbally or in writing in which case the next most senior bidder (if any) or candidate from the eligible list may be considered. The remaining active bidders will be advised within ten (10) work days after the posting is removed whether they have been selected or the status of their bid. If requested by the employee, supervisors shall give an employee in writing the reason(s) why he or she was not selected.

G. Selection Criteria for Juvenile Institution Officer Vacancies. The criteria to be considered by the unit supervisor in making the selection for a Juvenile Institution Officer vacancy are:

1. Applicant's suitability for the position, including training and experience.
2. The assessment of the applicant's performance in the position held at the time of the consideration for reassignment.
3. Length of service in the unit.

H. Bidder's Remorse. The selected employee shall have no claim on the job(s) he or she left. If a decision is made by the employee to seek immediate reassignment, the employee may be placed in another vacant position in at the

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Department's discretion.

20.3. Voluntary Reassignment – Probation Officers.

The following terms of this Section B shall govern the voluntary reassignment of Probation Officers.

A. Responsibility For Implementation. Implementation of the posting and reassignment procedures is the responsibility of the Probation Manager assigned responsibility for the Personnel Unit for Probation Officer operations.

B. Notice of Vacant Probation Officer Positions.

1. Notice Required. Notice shall be given in the manner provided below to employees of all vacant Probation Officer positions which may occur by creation of new positions, separation, promotion, demotion or reassignment.

2. Notice Through Pre-Posting Polling: Once a determination is made that a vacancy is to be filled the manager overseeing the position shall informally poll all Probation Officers he or she supervises in the work unit in which the vacancy exists to determine whether a Probation Officer in the unit desires reassignment to the vacancy. If one (1) or more Probation Officers within the supervisor's work unit desire reassignment to the vacancy, the vacancy shall be filled in the manner provided in subsection 20.3 (Voluntary Reassignment – Probation Officers) paragraph E subparagraph 1 below.

This subsection 20.3 B (2) does not apply to Deputy Probation Officer positions in the Adult Branch Court or to Deputy Probation Officer positions designated as armed.

3. Post-Polling Email Notice. If no Probation Officer in the Unit expresses interest in and is reassigned to the vacancy as a result of the polling process, the manager shall initiate a notice announcing the opening. The Departmental Personnel Clerk will distribute an e-mail version of the Posting Notice to "PROB-All Staff" in the departmental address book.

C. Eligibility To Bid For Reassignment.

1. Definition of Bidder. For purposes of this procedure, a bidder is an employee in the same class who is eligible to bid under this subsection 20.3 (Voluntary Reassignment – Probation Officers) paragraph C (Eligibility To Bid For Reassignment) who is performing satisfactorily in their current position and meets all the minimum qualifications for the position including any specialized requirements such as bilingual ability, position flag requirements, and who submits a bid on the position.

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2. Bearing of Status on Eligibility To Request Reassignment.

- a. All permanent full-time, permanent part-time or permanent intermittent employees may request reassignment to any open permanent position in the same classification anywhere else in the Department.
- b. Employees who are in a temporary status or provisionally appointed to a permanent position may not bid for reassignment under this procedure.
- c. Newly appointed Probation Officers are eligible to apply for voluntary reassignment after they have served two (2) years in their assignment. After serving the initial two (2) year assignment, permanent employees accepting a voluntary reassignment are expected to remain in that assignment for at least one (1) year.
- d. Ineligible Bidders. Probation Officers who are not eligible to apply under section 20.3.C.2.c above may bid for a vacant position which is open. However, the bid will only be considered if, when bidding is closed, there are less than five (5) employees who are eligible. Where ineligible bidders are considered, ineligible bidders with more than half of the required time in their current assignment will be considered before other ineligible bidders. Bids from ineligible Probation Officers will be in addition to any names referred to the department through the certification process described in Subsection 20.3.E (Order of Candidate Consideration) paragraph 2 below.

D. Bid Procedures.

1. Except during the polling process described in subsection 20.3 (Voluntary Reassignment – Probation Officers) paragraph B subparagraph 2 (Notice Through Pre-Posting Polling) above, employees interested in a Probation Officer position shall submit a written request/email to the Personnel Clerk identifying his or her interest in the posted position before the position closes.
2. Bidding While on Leave. Employees interested in a particular assignment and wishing to be notified of an open position while on vacation, sick leave or leave of absence (not scheduled day off) may leave a written notice or a self-addressed, stamped envelope with the supervisor of the position they are interested in. It is not the unit supervisor's responsibility to contact an employee who is not working (i.e. sick leave, vacation, leave of absence, worker's compensation, etc.).

E. Order of Candidate Consideration.

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1. If, during polling conducted pursuant to Section 20.3 (Voluntary Reassignment – Probation Officers) paragraph B subparagraph 2 (Notice Through Pre-Posting Polling) above, a Probation Officer in the unit containing the vacancy expresses to his or her Supervisor a desire for the vacancy, he or she shall be granted the reassignment unless more than one Probation Officer in the Unit desires the vacancy. In such latter case, the most senior interested Probation Officer in the unit shall be granted the reassignment. In either case, no further selection procedures shall be required. However, if no Probation Officer in the unit desires the vacancy, it shall be filled in accordance with Sections 20.3 (Voluntary Reassignment – Probation Officers) paragraphs E (Order of Candidate Consideration) through H (Consideration of Otherwise Ineligible Bidders for Probation Officer Vacancies) below.
2. If a Probation Officer vacancy is not filled through polling as described in Subsection 20.3 (Voluntary Reassignment – Probation Officers) paragraph B subparagraph 2 (Pre-Posting Polling) above, and after department-wide posting there are less than five (5) eligible applicants for a Probation Officer position, the Department may consider all candidates with less than the required time in an assignment, who have applied. If there are still less than five (5) candidates, the department may interview candidates from the existing eligible lists.
3. If, as a result of posting pursuant to subsection 20.3.B.3 (Post-Polling Posting and Email Notice) above, five (5) or more eligible bidders apply for a Probation Officer vacancy, only the five (5) most senior bidders will be considered.

F. Interviews and Withdrawal.

1. Withdrawal. Candidates have the option of withdrawing from the reassignment process at any time prior to the interview. Once the interview is held, the selected candidate is obligated to accept the reassignment.
2. Interviews.
 - a. The supervisor may begin interviewing bidders immediately upon posting the bid notice. However, no more than five (5) candidates may be interviewed for a posted position.
 - b. For purposes of selection, the interview panel will consider the five (5) most senior candidates as equals. For the purposes of bidder selection, the "Rule of 5" shall apply. That is, the supervisor is entitled to select from five (5) candidates and the five (5) most senior may be considered as equal. Seniority for bidding purposes means classification series seniority.

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- c. The supervisor shall offer to interview all candidates either in person or on the telephone. Subsequent to submitting a bid, an employee may waive consideration for the position at any time by notifying the supervisor verbally or in writing in which case the next most senior bidder (if any) or candidate from the eligible list may be considered. The remaining active bidders will be advised within ten (10) work days after the posting is removed whether they have been selected or the status of their bid. If requested by the employee, supervisors shall give an employee in writing the reason(s) why he or she was not selected.
- d. No more than five (5) candidates may be interviewed for a posted position.

G. Selection Criteria for Probation Officer Vacancies.

The criteria to be used in making selection from among applicants for reassignments are as follows:

- 1. The Department's responsibility to the Court, clients and community.
- 2. Applicant's suitability for the position, including training and experience.
- 3. An assessment of the applicant's performance in the position held at the time of consideration for reassignment.
- 4. Length of service in the Department.

H. Consideration of Otherwise Ineligible Bidders for Probation Officer Vacancies.

All vacant Probation Officer positions shall be filled in accordance with the criteria in Subsection 20.3.G (Selection Criteria for Probation Officer Vacancies) immediately above by an employee who has requested to be reassigned to the position. However, if the Department considers candidates with less than the required time in an assignment pursuant to subsection 20.3 (Voluntary Reassignment – Probation Officers) paragraph E (Order of Candidate Consideration) subparagraph 2 above the needs of the Department will be the primary factor.

I. Bidder's Remorse. The selected employee shall have no claim on the job(s) he or she left. If a decision is made by the employee to seek immediate reassignment, the employee may only be placed in another vacant position in accordance with this policy.

J. Assignment Trades – Probation Officers. Requests for "trades" in assignments between two Probation Officers in the same classification holding comparable positions where no vacancies exist can be made to their respective Managers. Such requests shall indicate the names of both parties of the proposed trade together with the reasons for the trade. If more than one Manager is involved, the

SECTION 20 – WORK SCHEDULING, POSTING OF VACANCIES AND REASSIGNMENT

Managers shall confer and, if necessary, interview the persons requesting the trade.

20.4 Involuntary Administrative Reassignment Procedure – Juvenile Institution Officers.

The below listed procedure shall apply to Juvenile Institution Officers. Department management, at its sole discretion, may determine from time to time that involuntary reassignments of staff are required. Involuntary reassignments are the reassignments of permanent employees in their existing classification to a new worksite, shift, or program area. Such decisions may result from inability to fill a vacancy through the voluntary reassignment procedure or from a determination that excess staff are allocated to a certain site, shift, or program. When such decisions are made and the reassignments are permanent, the below listed procedure shall apply. This policy shall not apply to temporary reassignments of less than eight (8) weeks duration to cover such things as vacation relief, sick leave absences, temporary shifts in workload, training assignments, or temporary short term assignments to cover vacant positions which could not be filled through the voluntary reassignment policy and for which actions are underway to fill permanent from an eligible list. If a temporary reassignment is expected to exceed eight (8) weeks in duration, the affected department shall either use the below listed procedure or will meet and confer with the Association on a case by case basis regarding an alternative approach:

- A. Management will identify the classifications and positions from which reassignments are necessary.
- B. Affected employees will be provided with a list of vacancies/ assignments for which they may apply.
- C. Affected employees shall be given the opportunity to volunteer for the available vacancies/assignments and shall be considered in accordance with Part f. of the voluntary reassignment procedure.
- D. If there are insufficient volunteers for the number of available positions or no volunteers, and involuntary reassignments are still required, the least senior qualified affected employee shall be reassigned to the vacant assignment identified by management, followed by the next least senior employee, and so on in inverse order of seniority until all necessary reassignments are completed. Qualified is defined as a person possessing the necessary training or experience for the specific assignment. Seniority for involuntary reassignment purposes shall be defined as seniority within classification. Nothing contained in this Section shall prohibit the Department and the Association from making a mutually agreed upon alternative arrangement. In no event shall reassignments be utilized for disciplinary purposes.

20.5 Administrative Reassignments – Probation Officers.

- A. The appointing authority may assign an employee from one position to another position in the same series within the department. Administrative reassignments

SECTION 20 – WORK SCHEDULING, POSTING OF VACANCIES AND REASSIGNMENT

may be required from time to time to facilitate Department functions and efficiency. These involuntary reassignments may be for such purposes as adjusting workload levels, accommodating changes in funding, filling assignments with special requirements, etc. The following procedure shall only apply to permanent reassignments and is not intended to apply to temporary assignments to cover sick leave, training assignments, vacation, etc.

1. Management will identify the classification and position(s) from which reassignment are necessary.
 2. Affected employees will be provided a list of assignments for which they may apply.
 3. The department will provide the affected employee with as much advance notice as possible.
 4. Employees administratively reassigned shall not be precluded from bidding on future open positions via the Department Reassignment Process.
 5. Nothing contained in this section shall prohibit the Department and the Association from making a mutually agreed upon alternative arrangement.
- B. Involuntary reassignments are the reassignment of permanent employees in their existing classification to a new worksite, shift or program area. Involuntary reassignments shall not be utilized for disciplinary purposes. Nothing contained in this section shall prohibit the reassignment of a Deputy Probation Officer who is not meeting the job expectations of another agency or department to which that the Probation Officer is assigned.

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

- A. A list of vacant positions shall be posted in work areas of all affected employees for a minimum of five (5) work days.
- B. Employees shall be given the opportunity to volunteer for vacancies and shall be reassigned on the basis of seniority.
- C. If there are no volunteers for reassignment, the least senior employee(s) in that class shall be reassigned.
- D. Management shall have the sole prerogative to select the vacancy to which the least senior employee(s) shall be reassigned. Seniority for reassignment purposes shall be defined as (in Section 10.2, Workforce Reduction/Layoff/Reassignment, subsection 10.2, Separation Through Layoff, paragraph E, Seniority) seniority within classification. If reduction or

SECTION 21 – RESIGNATIONS

reassignment by site is necessary, the least senior employee in the affected class at the site shall be reassigned. If reduction or reassignment is necessary by shift, the least senior employee in the affected class assigned to the affected shift shall be reassigned. Nothing contained in this Section shall prohibit a Department and the Association from making a mutually agreed upon alternative arrangement.

SECTION 21 – RESIGNATIONS

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

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

21.3 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 receipt of a registered or certified letter citing a notice of resignation by the appointing authority to the employee at the employee's last known address, but no more than ten (10) working days from mailing of said notice.

21.4 Effective Resignation. A resignation is effective when delivered or spoken to the appointing authority, operative on that date or another date specified. An employee who resigns without advance notice, as set forth in subsection 21.2 (Resignation in Good Standing), may seek rescission of the resignation and reinstatement by delivering an appeal in writing to the Human Resources not later than close of business on the third (3rd) calendar day after the resignation is effective. Within five (5) work days of receipt of the appeal, the Director of Human Resources shall consider the appeal and render a final and binding decision including, if applicable, the date of reinstatement.

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

21.6 Coerced Resignations.

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

- A. Time Limit. A resignation which the employee believes has been coerced by the appointing authority may be revoked within seven (7) calendar days after its expression, by serving written notice on the Director of Human Resources and a copy to the appointing authority.
- B. Reinstatement. If the appointing authority acknowledges that the employee could have believed that the resignation was coerced, it shall be revoked and the employee returned to duty effective on the day following the appointing authority's acknowledgment without loss of seniority or pay.
- C. Contest. Unless, within seven (7) days of the receipt of the notice, the appointing authority acknowledges that the resignation could have been believed to be coerced, this question should be handled as an appeal to the Merit Board. In the alternative, the employee may file a written election with the Director of Human Resources waiving the employee's right of appeal to the Merit Board in favor of the employee's appeal rights under the grievance procedure contained in Section 23 of the MOU beginning with Step 3.
- D. Disposition. If a final decision is rendered that determines that the resignation was coerced, the resignation shall be deemed revoked and the employee returned to duty effective on the day following the decision but without loss of seniority or pay, subject to the employee's duty to mitigate damages.

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

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

- A. Absence without leave.
- B. Conviction of any criminal act involving moral turpitude.
- C. Conduct tending to bring the merit system into disrepute.
- D. Disorderly or immoral conduct.
- E. Incompetence or inefficiency.
- F. Insubordination.

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

- 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.

22.2 Skelly Requirements. Before taking a disciplinary action to dismiss, suspend for more than five (5) work days (four (4) work days for employees on a 4/10 work week), 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.

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

- 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.

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

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

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

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

- A. Written Order Required. In any disciplinary action to dismiss, suspend, temporarily reduce the pay of, or demote an employee having permanent status in a position in the merit system, after having complied with the Skelly requirements where applicable, the appointing authority shall make an order in writing stating specifically the causes for the action.
- B. Service of Order. Said order of dismissal, suspension, temporary reduction in pay, or demotion shall be filed with the Director of Human Resources, showing by whom and the date a copy was served upon the employee to be dismissed, suspended, temporarily reduced in pay, or demoted, either personally or by certified mail to the employee's last known mailing address. The order shall be effective either upon personal service or deposit in the U.S. Postal Service.
- C. Employee Appeals from Order. The employee may appeal an order of dismissal, suspension, temporary reduction in pay, or demotion either to the Merit Board or through the procedures of Section 2 (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 23 (Grievance Procedure) of this MOU.

22.7 Employee Representation Rights. The County recognizes an employee's right to representation during an investigatory interview or meeting which may result in

SECTION 23 - GRIEVANCE PROCEDURE

discipline. The County shall not interfere with the representative's right to assist an employee to clarify the facts during the interview. If the employee requests a Association representative, the investigatory interview shall be temporarily recessed for a reasonable period of time until a Association representative can be present. For those interviews, which by nature of the incident must take place immediately, the Association will take all reasonable steps to make an Association representative immediately available. The employer shall inform the employee of the general nature of the investigation at the time the employer directs the employee to be interviewed.

SECTION 23 - GRIEVANCE PROCEDURE

23.1 Definition and Procedural Steps. A grievance is any dispute that involves the interpretation or application of any provision of this MOU excluding, however, those provisions of this MOU which specifically provide that the decision of any County official shall be final. The interpretation and application of those provisions are not subject to the grievance procedure. An employee may appeal disciplinary action to the Merit Board or through this grievance procedure. The Association may represent the grievant at any state of the process. Grievances must be filed within thirty (30) calendar days of the incident or occurrence about which the grievant claims to have a grievance and shall be processed in the following manner:

Step 1. The Association or any employee or group of employees who believes that a provision of this MOU has been misinterpreted or misapplied to his or her detriment must discuss the complaint with the grievant's immediate supervisor, who must 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. If an issue is not satisfactorily resolved in Step 1 above, the Association may submit the grievance, in writing, to the Department Head or designee. This request must be filed no more than ten (10) work days after the date of the Step 1 response from the supervisor. The formal written grievance must state which provision of the MOU has been misinterpreted or misapplied, how it was misinterpreted or misapplied, how misapplication or misinterpretation has affected the grievant to the grievant's detriment, and the redress the Association seeks. A copy of each written communication on a grievance shall be filed with the Director of Human Resources and the Association. The Department Head or designee will 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. If the grievance is not resolved at Step 2 above, the Association may submit the grievance to the Human Resources Director within ten (10) work days after the date of the Step 2 response. Within twenty (20) work days after receipt, the Human Resources Director or designee must meet with the Association and the Department to discuss the facts, discuss other potentially relevant information or avenues of inquiry, and any terms either party wishes to offer to resolve the grievance.

SECTION 23 - GRIEVANCE PROCEDURE

Both parties must 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) allegedly violated in each instance; and
6. The specific remedy or remedies sought.

Within fifteen (15) working days of the Step 3 meeting, the Human Resources Director or designee will send the Association and the affected Department a written response to the grievance stating the reason(s) for the disposition of the grievance.

Step 4. Pursuant to a formal written request from the Association or the County, and with the agreement of both parties, a Board of Adjustment will be convened, composed of two (2) representatives of each party to this Agreement, for the purpose of deciding the grievance. The Board of Adjustment will meet for consideration of the grievance referred to it within fifteen (15) work days after receipt of a written request. The request of either party to extend the time limit for convening of the Board of Adjustment, due to extenuating circumstances, will not be unreasonably denied.

Step 5. In the event that the grievance is not resolved at step 3 or 4, either party may notify, in writing, the other party, within fifteen (15) work days of the date of the Step 3 response or the Step 4 decision, 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 the panel(s) of arbitrators will be split equally between the parties. The fees and expenses of the arbitrator and the court reporter (if any) will be shared equally by the Association and the County. Each party will bear the costs of its own presentation, including preparation and post hearing briefs, if any.

23.2 Compensation Claims. The employer is not required to pay any wage claim or portion thereof retroactively for a period of more than two (2) years immediately prior to the date of the Employer's receipt of written notice from the Association of such claim.

23.3 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 the time limits specified in Steps 1 through 3 above, the grievance will automatically move to the next step. If a grievant fails to meet the time limits specified in Steps 1 through 5 above, the grievance will be deemed to have been settled and withdrawn.

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

SECTION 24 - BILINGUAL PAY

23.5 Strike/Work Stoppage. During the term of this MOU, the Association, its members and representatives, agree that it and they will not engage in, authorize, sanction, or support any strike, slowdown, stoppage of work, sick-out, or refusal to perform customary duties. In the case of a legally declared lawful strike against a private or public sector employer which has been sanctioned and approved by the labor body or council having jurisdiction, an employee who is in danger of physical harm shall not be required to cross the picket line, provided the employee advises his or her supervisor as soon as possible, and provided further that an employee may be required to cross a picket line where the performance of his or her duties is of an emergency nature and/or failure to perform such duties might cause or aggravate a danger to public health or safety.

23.6 Merit Board.

- A. All Grievances of employees in representation units represented by the Association shall be processed under Section 23 (Grievance Procedure) unless the employee elects to apply to the Merit Board on matters within its jurisdiction.
- B. No action under Steps 3 and 4 of subsection 23.1 (Definition and Procedures) above shall be taken if action on the complaint or grievance has been taken by the Merit Board, or if the complaint or grievance is pending before the Merit Board.

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

SECTION 24 - BILINGUAL PAY

A salary differential of one hundred dollars (\$100) per month shall be paid incumbents of positions requiring bilingual proficiency as designated by the appointing authority and Director of Human Resources. Said differential shall be paid to eligible employees in paid status for any portion of a given month. Designation of positions for which bilingual proficiency is required is the sole prerogative of the County. The Association shall be notified when such designations are made.

SECTION 25 - RETIREMENT

25.1 Contribution.

A. Contribution.

- 1. Through June 30, 2012, the County will continue to pay fifty percent (50%) of the retirement contributions normally required of employees. Employees are also responsible for the payment of the employees' contributions to the

SECTION 25 - RETIREMENT

retirement cost of living program as determined annually by the Board of Retirement, without the County paying any part of the employees' contributions.

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

25.2 Safety Employees Retirement Benefit – Tier A – Employees Who Become Members of CCCERA Before January 1, 2013.

- A. For County employees who become safety members of CCCERA before January 1, 2013, or who are not new members under PEPRA, the retirement formula shall be "3 percent at 50". The cost of living adjustment (COLA) to the retirement allowance shall not exceed three (3) percent per year. The employee's final compensation shall be calculated based on a twelve (12) month salary average. This retirement benefit is known as Tier A. Each such employee shall pay nine percent (9%) of his or her retirement base to pay part of the employer's contribution for the cost of this retirement benefit.
- B. Effective July 1, 2012, and through December 31, 2014, each employee in Tier A shall 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.
- C. Effective January 1, 2015, and through June 29, 2015, each employee in Tier A shall 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.
- D. 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.

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

- A. For employees who, under PEPRA, become New Members of CCCERA on or after January 1, 2013, retirement benefits are governed by the California Public Employees Pension Reform Act of 2013 (PEPRA), (Chapters 296, 297, Statutes of 2012). To the extent this Agreement conflicts with any provision of PEPRA, PEPRA will govern.
- B. PEPRA Safety Option Plan Two (2.7% @ 57) applies to employees who, under PEPRA, become Safety New Members of CCCERA. For these employees, hired

SECTION 26 - TRAINING REIMBURSEMENT

by the County after January 1, 2016, 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.

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

SECTION 26 - TRAINING REIMBURSEMENT

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

SECTION 27 – COMPUTER VISION CARE (CVC) USERS EYE EXAMINATION

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

- A. Eligible employees must use a video display terminal at least an average of two hours per day as certified by their department.
- B. Eligible employees who wish an eye examination under this program should request it through the County Human Resources Department, Benefits Division, who will arrange for eye examinations and monitor the results on a County-wide basis.
- C. Should prescription CVC glasses be prescribed for an employee following an eye examination, the County agrees to provide, at no cost, the basic coverage including a fifty dollar (\$50) frame and single vision lenses. Employees may, through individual arrangement between the employee and his/her doctor, and solely at the employee's expense, include bifocal, trifocal or blended lenses and other care, services or materials not covered by the plan. The basic plan

SECTION 28 - PERFORMANCE EVALUATION PROCEDURE

coverage, including the examination, may be credited toward the employee enhanced benefit.

SECTION 28 - PERFORMANCE EVALUATION PROCEDURE

The following evaluation procedures shall apply:

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

- B. Frequency of Evaluation.
 - 1. Probationary employees shall be evaluated at least once during their probationary period.
 - 2. Permanent employees may be evaluated every year.
 - 3. It is the policy of the Probation Department that all unit supervisors hold personal evaluations and submit a written evaluation to all Deputy Probation Officers whenever such officers are reassigned from their units.

- C. Procedure.
 - 1. An employee shall generally be evaluated by the first level management supervisor above the employee.
 - 2. It will be necessary in some cases for a supervisor to consult with the employee's immediate work director in order to make a comprehensive evaluation.
 - 3. Where feasible, evaluations will be based primarily on observation by the evaluator of the employee in the performance of his/her duties. Comments based on secondary information shall have supportive documentation.
 - 4. An employee will be informed in advance of a meeting with his/her supervisor to discuss the employee's evaluation and to put the evaluation in writing on the department evaluation forms.
 - 5. The employee shall be informed of his/her right to prepare and have attached to the evaluation form any written comments which the employee wishes to make.

SECTION 29 – VEHICLE COSTS

6. When an employee is rated below satisfactory on any factor, the evaluation will give the reasons for such rating and include specific recommendations for improvement in writing.
7. The employee's signing of an evaluation form does not necessarily mean that the employee agrees with the evaluation but it does mean that the employee has had an opportunity to discuss the evaluation with his/her evaluator.
8. The employee will be given a copy of his/her completed evaluation form at the time form is signed by the employee. (Confirmation of final version to be received later.)
9. Any rating below average or unsatisfactory shall be supported by written documentation received by the employee at the time the incident(s) occurred.
10. Nothing shall be added by management to an evaluation after the employee has signed and received a copy of the evaluation without the employee's written acknowledgment. Failure to follow the foregoing procedure is subject to the grievance procedure. However, disputes over the actual content or ratings themselves in individual evaluations are not grievable, but may be mediated by the 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 shall be selected by each party to the dispute within ten (10) work days from the initial request for fact finding. The fact finders shall have twenty (20) work days from notice of selection to investigate and render opinions to the Director of Human Resources.

SECTION 29 – VEHICLE COSTS

29.1 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.

29.2 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 30 - PAY WARRANT ERRORS

SECTION 30 - PAY WARRANT ERRORS

If an employee receives a pay warrant which has an error in the amount of compensation to be received and if this error occurred as a result of a mistake by the Auditor-Controller's Department, it is the policy of the Auditor-Controller's Department that the error will be corrected and a new warrant issued within forty-eight (48) hours, exclusive of Saturdays, Sundays and holidays from the time the Department is made aware of and verifies that the pay warrant is in error. If the pay warrant error has occurred as a result of a mistake by an employee (e.g. payroll clerk) other than the employee who is receiving the pay, the error will be corrected as soon as possible from the time the department is made aware that pay warrant is in error. Pay errors in employee pay shall be corrected as soon as possible as to current pay rate but that no recovery of either overpayments or underpayments to an employee shall be made retroactively except for the six (6) month period immediately preceding discovery of the pay error. This provision shall apply regardless of whether the error was made by the employee, the appointing authority or designee, the Director of Human Resources or designee, or the Auditor-Controller or designee. Recovery of fraudulently accrued over or underpayments are excluded from this section for both parties. When the County notifies an employee of an overpayment and proposed repayment schedule and the employee wishes to meet with the County, a meeting will be held at which time a repayment schedule shall be determined. If requested, a meeting will be held to determine a repayment schedule which will be no longer than three times (3) the length of time the overpayment occurred. If requested by the employee, an Association representative may be present at a meeting with management to discuss a repayment schedule in the case of overpayments to the employee.

SECTION 31 - 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 the Probation Department verifies in writing that an administrative or clerical error was made in failing to submit the documents needed to promote an employee on the first of the month when eligible, said appointment shall be made retroactive to the first of the month when eligible. An employee who is denied a promotion to a flexibly staffed position may appeal such denial to the Merit Board.

SECTION 32 - PROVISIONAL APPOINTMENT

Whenever an appointing authority makes a request for personnel to fill a position in a class for which no reemployment or employment list is available, or in a class for which no eligible or insufficient eligibles to complete the certification will accept appointment to the position, the Director of Human Resources may authorize the appointing authority to

SECTION 33 - PERSONNEL FILES

appoint any person who possesses the minimum qualifications for the class as set forth in the class specifications, provided that the names of eligibles available and the names of persons who have indicated the intention to take the next examination for the class shall be referred to the appointing authority at the time authorization is issued. In no case shall a permanent position be filled by a provisional appointment for a period exceeding six (6) calendar months except under the following conditions:

- A. If an examination has been announced for the class and recruitment of applicants is in process, the Director of Human Resources may authorize a continuation of provisional appointments until an eligible list is established.
- B. In case of a provisional appointment to a permanent position vacated by a leave of absence, such provisional appointment may be continued for the duration of said leave. A provisional appointment shall be terminated within thirty (30) days after the date of certification of eligibles from an appropriate eligible list. All decisions of the Director of Human Resources relative to provisional appointments are final and not subject to the grievance procedure. Before filling a position by a provisional appointment, the appointing authority shall post notice and shall consider current qualified employees for the appointment. Only if there are insufficient internal applicants to constitute a full certification may the appointing authority consider applicants from outside County service.

SECTION 33 - 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 Association 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 Association representative, for inspection and review at reasonable intervals during the regular business hours of the County. Employees shall be permitted to review their personnel files at the Personnel office during their working hours. For those employees whose work hours do not coincide with the County's business hours, management shall provide a copy of the employee's personnel file for the employee's review. The custodian of records will certify that the copy is a true and correct copy of the original file.

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

SECTION 33 - PERSONNEL FILES

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

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

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

Copies of letters of commendation which are to be placed in the employee's personnel file will be given to the employee. Employees have the right to review their official personnel files which are maintained in the Human Resources Department or by their departments. In a case involving a grievance or disciplinary action, the employee's designated representative may also review his/her personnel file with specific written authorization from the employee. The County shall supply the Association with lists of official personnel files and locations. Derogatory material in an employee's personnel file over two years old will not be used in a subsequent disciplinary action unless directly related to the action upon which the discipline is taken. Derogatory material does not include prior suspensions, demotions or dismissals for cause.

The County will participate in a committee of four (4) Association and four (4) operating department managers to revise and clarify MOU Section (33), Personnel Files. Subject committee will be chaired by a non-voting chairperson from the County Human Resources Department and will hold their first meeting within ninety (90) days of approval of this MOU and will issue a report within one hundred eighty (180) days of the date of the first meeting.

SECTION 34 - SERVICE AWARDS

SECTION 34 - SERVICE AWARDS

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

SECTION 35 – REIMBURSEMENT FOR MEAL EXPENSES

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

- A. When the employee is required by his/her Department Head to attend a meeting concerning County business or County affairs.
- B. When the employee is required to be out of his/her regular or normal work area during a meal hour because of a particular work assignment.
- C. When the employee is required to stay over to attend consecutive or continuing afternoon and night sessions of a board or commission.
- D. When the employee is required to incur expenses as host for official guests of the County, work as members of examining boards, official visitors, and speakers or honored guests at banquets or other official functions.
- E. When the employee is required to work three (3) or more hours of overtime or scheduled to work overtime with less than twenty-four (24) hours notice; in this case he or she may be reimbursed in accordance with the Administrative Bulletin on Expense Reimbursement. Meal costs will be reimbursed only when eaten away from home or away from the facility in the case of employees at twenty-four (24) hour institutions.

SECTION 36 - DETENTION FACILITY MEALS

The charge for a meal purchased in a detention facility by employees represented by the Association is one dollar (\$1.00) per meal. However, the Department may modify this charge from time to time upon ten (10) days advance written notice to the

SECTION 38 - UNFAIR LABOR PRACTICE

Association. Employees assigned to a detention facility are not, however, required to pay for a meal while working.

SECTION 37 - COMPENSATION FOR LOSS OR DAMAGE TO PERSONAL PROPERTY

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

- A. The loss or damage must result from an event which is not normally encountered or anticipated on the job and which is not subject to the control of the employee.
- B. Ordinary wear and tear of personal property used on the job is not compensated.
- C. Employee tools or equipment provided without the express approval of the Department Head and automobiles are excluded from reimbursement.
- D. The loss or damage must have occurred in the line of duty.
- E. The loss or damage was not a result of negligence or lack of proper care by the employee.
- F. The personal property was necessarily worn or carried by the employee in order to adequately fulfill the duties and requirements of the job.
- G. The loss or damage to employee's eyeglasses, dentures or other prosthetic devices did not occur simultaneously with a job connected injury covered by Workers' Compensation.
- H. The amount of reimbursement shall be limited to the actual cost to repair damages. Reimbursement for items damaged beyond repair shall be limited to the actual value of the item at the time of loss or damage but not more than the original cost.
- I. The burden of proof of loss rests with the employee.
- J. Claims for reimbursement must be processed in accordance with the Administrative Bulletin on Compensation for Loss or Damage to Personal Property.

SECTION 38 - UNFAIR LABOR PRACTICE

Either the County or the Association may file an unfair labor practice as defined in Board of Supervisor's Resolution 81/1165 against the other. Allegations of an unfair labor practice, if not resolved in discussions between the parties within thirty (30) work

SECTION 39 - HARASSMENT

days from the date of receipt, may be heard and decided by a mutually agreed upon impartial third party.

SECTION 39 - HARASSMENT

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

SECTION 40 - LENGTH OF SERVICE DEFINITION **(For Service Awards and Vacation Accruals)**

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

SECTION 41 - PERMANENT PART-TIME EMPLOYEES

41.1 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.

41.2 Hours. Permanent part-time employees who wish to have the hours of their position increased, must so request in writing. These requests must be received by the employee's department during the month of January and/or July for the duration of this MOU. Departments reviewing these requests will evaluate them within thirty (30) days of their receipt by considering the actual hours assigned to and worked by the employee during the previous six (6) months and the anticipated continuing need from their assignment on an increased basis. Those requests which are approved by the department for an increase in hours will be submitted for consideration by the County as a P300 request within an additional sixty (60) days. Nothing contained herein shall conflict with layoff/reemployment provisions.

SECTION 43 - SPECIAL BENEFITS

SECTION 42 - PERMANENT-INTERMITTENT EMPLOYEES

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

42.2 Hours. Permanent-Intermittent employees who wish to have the hours of their position increased, must so request in writing. These requests must be received by the employee's department during the month of January and/or July for the duration of this MOU. Departments reviewing these requests will evaluate them within thirty (30) days of their receipt by considering the actual hours assigned to and worked by the employee during the previous six (6) months and the anticipated continuing need from their assignment on an increased basis. Those requests which are approved by the department for an increase in hours will be submitted for consideration by the County as a P300 request within an additional sixty (60) days. Nothing contained herein shall conflict with layoff/reemployment provisions.

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

SECTION 43 - SPECIAL BENEFITS

Employees in the classifications of Probation Supervisor I and Institutional Supervisor I are eligible to receive the following benefits:

A. **Building Supervisor Differential.** Institutional Supervisor I's in Juvenile Hall will receive a nine percent (9%) differential premium pay when assigned as Building Supervisor, commencing with the first hour worked while substituting for the Institutional Supervisor II.

Institutional Supervisor I's at the Orin Allen Youth Rehabilitation Facility will receive a nine percent (9%) differential premium pay when assigned facility responsibility commencing with the first hour worked while substituting for the facility manager and facility superintendent.

B. **Life Insurance.** Effective January 1, 2000, \$45,000 Group Term Life Insurance will be provided. Premiums for this insurance will be paid by the County with conditions of eligibility to be reviewed annually. Effective January 1, 2007, \$10,000 Group Term Life Insurance will be provided to the Engineering Technician Unit.

C. **LTD.** Long-Term Disability Insurance will be provided, with a replacement limit of

SECTION 43 - SPECIAL BENEFITS

eighty-five percent (85%) of total monthly base earnings reduced by any deductible benefits. The premium for this Long-Term Disability Insurance will be paid by the County.

- D. Vacation Buy Back Plan. The County will reimburse up to one-third (1/3) of an employee's annual vacation accrual, subject to the following conditions: (a) the choice can be made only once in each calendar year; (b) payment shall be based on an hourly rate determined by dividing the employee's monthly salary by 173.33; and (c) the maximum number of hours that may be reimbursed in any year is one-third (1/3) of the annual accrual at the time of reimbursement. Employees promoted or hired by the County into any classification represented by the Association on and after January 1, 2012, are not eligible for the Vacation Buy-Back benefit. However, any employee who was eligible for a Vacation Buy-Back benefit before promoting into a classification represented by the Association will retain that benefit after promoting into a classification represented by the Association.

- E. Professional Development. Reimbursement will be provided for up to two hundred dollars (\$200) per fiscal year for memberships in professional organizations, subscriptions to professional publications, attendance fees at job-related professional development activities, job-related books, electronic calendars and organizers, and soft and hardware 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. Beginning January 1, 2000, employees shall be eligible for reimbursement of up to four hundred dollars (\$400) for each two-year period. Authorization for individual professional development reimbursement requests shall be made by the Department Head. Reimbursement will occur through the regular demand process with demands being accompanied by proof of payment (copy of invoice or canceled check).

- F. Paid Personal Leave. Fifty (50) hours of paid personal leave will be provided to employees in the classifications Probation Supervisor I (7AHA) and Institutional Supervisor I (7KHA) [except Institutional Supervisor I employees assigned to Juvenile Hall (Org # 3120) or Byron Boys Center (Org #3160)] during a calendar year. Said personal leave is provided to recognize both the fact that these employees do not and will not receive payment for overtime and the unavailability of compensatory time off for this group of employees.

- G. Deferred Compensation Incentive. Effective January 1, 2007, the County's contribution to eligible employees who participate in the County's Deferred Compensation Plan will be seventy-five dollars (\$75.00) per month. To be eligible for this incentive supplement, eligible employees must first contribute a Base Contribution Amount to the Deferred Compensation Plan as follows:

Current Monthly Salary	Qualifying Base Contribution Amt.	Monthly Base Contribution Amt. for Maintaining Program
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SECTION 44 – TEMPORARY EMPLOYEES

		Eligibility
\$2500 & below	\$250	\$50
\$2501 - \$3334	\$500	\$50
\$3335 - \$4167	\$750	\$50
\$4168 - \$5000	\$1000	\$50
\$5001 - \$5834	\$1500	\$100
\$5835 - \$6667	\$2000	\$100
\$6668 & above	\$2500	\$100

Employees who meet these Base Contribution Amounts must contribute at least fifty dollars (\$50) or one hundred dollars (\$100) per month to remain eligible for the seventy-five dollars (\$75.00) County supplement. 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 seventy-five (\$75.00) County supplement.

To reestablish eligibility, employees must again make a Base Contribution Amount as set forth above based on current monthly salary. Employees with a break in Deferred Compensation Contributions because of an approved medical leave, shall not be required to reestablish eligibility.

Employees with a break in deferred compensation contributions because of either an approved medical leave or approved financial hardship withdrawal shall not be required to re-establish eligibility. Further, employees who lose eligibility due to budgetary constraints but maintain contributions at the required level and later return to an eligible position shall not be required to re-establish eligibility.

Eligible employees who participated in the Deferred Compensation Plan prior to May 1, 1992 but were not eligible to receive the County contribution will be given credit towards the qualifying base amount for contributions made after January 1, 1992.

SECTION 44 – TEMPORARY EMPLOYEES

44.1 Temporary Employee Hours. Temporary employees may work a maximum of 2080 hours within the Probation Department. Thereafter, that temporary may not work in the Probation Department for one year as a temporary. Nothing in this section shall preclude the Department from terminating a temporary prior to the temporary reaching the maximum hours allowable. This subsection 44.1 (Temporary Employees Hours) shall be inapplicable to Juvenile Institution Officers. Nothing in this agreement precludes the parties from meeting and conferring over future exceptions.

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

SECTION 44 – TEMPORARY EMPLOYEES

44.3 Leave Benefits.

- A. **Crediting and Maximum Accumulation of Paid Time Off.** On the first of the month following a temporary employee's completion of two thousand eighty (2080) straight time hours worked, he or she shall be credited with forty (40) hours of "paid time off" ("PTO"). Forty (40) hours paid time off credit is the maximum amount an employee may have at any time.
- B. **Use of Paid Time Off.** Paid time off shall not be taken until credited per subsection 44.3 paragraph A (Crediting and Maximum Accumulation of Paid Time Off) above.
- C. **Payoff at Separation.** If a temporary employee terminates his/her County employment (separates from County service), the employee shall be paid all currently "credited" PTO hours, as described in subsection 44.3 paragraph A (Crediting and Maximum Accumulation of Paid Time Off) and, in addition, shall be paid off for that portion of PTO hours earned but not credited on the basis of that portion of the straight time hours worked ("STHW") toward the next increment of two thousand eighty (2080) straight time hours required for crediting of PTO. The formula for the earned but not credited payoff is: STHW divided by 2080 multiplied by 40 multiplied by the current hourly pay rate at separation.
- D. **Appointment to a Permanent Position.** If a temporary employee is appointed to a permanent position, the credited PTO hours and the earned but not yet credited PTO hours (as described in paragraph 44.3 paragraph C [Payoff at Separation] above) shall be converted to vacation hour and subject to the provisions of this Memorandum of Understanding relating to Vacation. When a temporary employee is appointed to a permanent position, the employee shall be allowed to use the earned paid time off hours during the first six (6) months of employment in a permanent position.

44.4 Temporary Employee Step Placement. Temporary Hourly Rates. The hourly rate paid temporary employees shall be the "1.00 hourly rate" calculated on the salary schedule by dividing the unrounded monthly salary at any step by 173.33.

- A. **New Employees.** The anniversary date of a new temporary employee is the first day of the calendar month after the calendar month when the employee successfully completes one thousand forty (1040) straight time hours.
- B. **Initial Step Placement.** New temporary employees shall generally be appointed at the minimum step of the salary range established for the particular class of position to which the appointment is made. However, the appointing authority may fill a particular position at a step above the minimum of the range if mutually agreeable guidelines have been developed in advance or the Director of Human Resources (or designee) offers to meet confer with the Association on a case by case basis each time prior to formalizing the appointment.

SECTION 45 - LUNCH PERIOD AND REST BREAKS

- C. **Increments within Range.** The performance of each employee shall be reviewed after the employee has completed an additional two thousand eighty (2080) straight time hours of work. Advancement shall be granted on the affirmative recommendation of the appointing authority, based on satisfactory performance by the employee. The appointing authority may recommend denial of the increment or denial subject to one additional review at some specified date before the next anniversary which must be set at the time the original report is returned. Except as herein provided, increments within range shall not be granted more frequently than once a year, nor shall more than one (1) step within range increment be granted at one time. Increments shall not be granted to a temporary employee more frequently than after the first one thousand forty (1040) straight time hours worked and after each two thousand eighty (2080) additional straight time hours worked thereafter. 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.

44.5 Temporary Employee Grievances.

Temporary employees covered by this Memorandum of Understanding may grieve only alleged violation of:

- A. Section 1 (Recognition);
- B. Section 2 (Association Security), subsection 2.1 (Dues Deduction);
- C. Subsection 5.1 (General Wages), and
- D. The terms of this Section 44 except subsection 44.2 (Meet and Confer).

SECTION 45 - LUNCH PERIOD AND REST BREAKS

- A. Employees who are in a pay status during their lunch are on call during their lunch period. Employees who are not in a pay status during their lunch are on their own time during their lunch period.
- B. Employees shall be entitled to a rest break for each four (4) hours of work. Scheduling of rest breaks shall be determined by management.
- C. The Department head or his or her designee shall schedule each field Probation Officer for a regular one hour or a one-half hour unpaid meal period, taking into consideration the employee's preference and operational needs. The meal

SECTION 46 - ADOPTION

period shall be taken as near the middle of the employee's workday as is practicable in light of operational needs. If an employee desires to change the scheduled meal period from one hour to one half hour or from one-half hour to one hour, such change shall take effect only if approved in advance by the Department Head or his or her designee. The Department Head or his or her designee may initiate such a change on an on-going basis when, in the Department's judgment, such is needed for operational reasons. The Department Head or his or her designee may also temporarily alter the duration of the employee's regularly scheduled meal period, from one hour to one-half hour or from one-half hour to one hour, to accommodate temporary operational needs (e.g. training, etc.).

SECTION 46 - 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 47 - SCOPE OF AGREEMENT AND SEPARABILITY OF PROVISIONS

47.1 Scope of Agreement. Except as otherwise specifically provided herein, this MOU fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties in any and all matters subject to meet and confer. Neither party shall, during the term of this MOU demand any change herein, provided that nothing herein shall prohibit the parties from changing the terms of this MOU by mutual agreement. Any past side letters or any other agreements that are not incorporated into or attached to this MOU are deemed expired upon approval of this MOU by the Board of Supervisors. The Association understands and agrees that the County is not obligated to meet and confer regarding wages, hours or conditions of employment during the term of this extended agreement, except as otherwise required by law.

47.2 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.

47.3 Personnel Management Regulations. Where a specific provision contained in a section of this MOU conflicts with a specific provision contained in a section of the Personnel Management Regulations, the provision of this MOU shall prevail. Those provisions of the Personnel Management Regulations within the scope of representation which are not in conflict with the provisions of this MOU and those provisions of the

SECTION 48 - FAIR LABOR STANDARDS ACT PROVISIONS

Personnel Management Regulations which are not within the scope of representation shall be considered in full force and effect.

47.4 Duration of Memorandum of Understanding.

Except for provisions, if any, expressly made retroactive, this Memorandum of Understanding (MOU) shall continue in full force and effect from July 1, 2019 to and including June 30, 2023. Said Memorandum of Understanding shall automatically renew from year to year thereafter unless either party gives written notice to the other, at least sixty (60) days prior to the MOU termination date, of its intention to amend, modify or terminate the Memorandum of Understanding.

SECTION 48 - 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 Association and meet and confer with the Association regarding the implementation of such modifications.

SECTION 49 – SAFETY IN THE WORKPLACE

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

49.2 Juvenile Hall Standing Juvenile Institution Officer Safety Committee. The Juvenile Hall shall have a standing Juvenile Institution Officer Safety Committee (“CSC”) to address all issues related to Juvenile Institution Officer safety, including the issuance of defensive tools. The CSC shall be empowered to make recommendations related to Juvenile Institution Officer safety directly to the Deputy Chief Probation Officer, the Institutional Superintendent, or the Department-wide safety committee as the CSC deems appropriate.

49.3 Composition of CSC. The “CSC” shall consist of the Superintendent of the Juvenile Hall (or his or her designee), one (1) line/unit Supervisor on staff at Juvenile Hall (selected by Local 512), three Juvenile Institution Officer representatives (appointed by the Association), one (1) Juvenile clerical representative (appointed by Local 2700), one (1) service staff member (appointed by Local one), one representative of the Institutional Service Workers, janitors and cooks (appointed by Local one) and the Juvenile Hall Supply and Distribution Supervisor. Other members may include one (1)

SECTION 50 - MISCELLANEOUS PROVISIONS

representative of the Juvenile Hall Medical Department, one representative of the Juvenile Hall School Department, and a representative of the County's Risk Management Office to be invited to sit as needed as a non-decision making consultant.

49.4 CSC Deliberation Not Bargaining. The discussions and deliberations of the CSC shall not be construed as meeting the requirements to meet and confer regarding any matter related to wages, hours, or working conditions.

49.5 Participation By Other Unions. The Parties recognize that the participation in the CSC by Local 1, Local 512, or Local 2700 under the terms described above is conditioned on their independent agreement to do so. If either declines to do so the CSC shall carry forward without such participation.

49.6 Representation on Probation Department Safety Committee. The Parties recognize that the Probation Department maintains a department-wide safety committee on which three volunteer Probation Officers solicited by the Department have served along with other Committee members. On the first January 1 after this MOU is signed by the Parties, the volunteer Probation Officer positions on the Committee will be deemed vacant. The Association shall promptly appoint three (3) Probation Officers, one from each Field Services facility, to serve on the Committee and ensure that matters affecting each facility are addressed. The term of each Association appointee shall continue through the ensuing December 31. If the employee resigns from the Committee, moves to a different facility thereby vacating the appointment, or otherwise vacates the appointment before December 31, the Association shall promptly appoint a replacement(s) from the facility from which the vacating employee was appointed. The Association may replace any of its appointees to the Committee effective the next January 1 but is not required to do so.

SECTION 50 - MISCELLANEOUS PROVISIONS

- A. Department Advisory Committee. The Department-Wide Probation Services Advisory Committee shall continue during the term of this MOU.
- B. Subcommittees. The Probation Department has established separate subcommittees of the Probation Services Advisory Committee for each major juvenile institution and treatment facility. Representation on each such committee consists of two (2) Juvenile Institution Officers selected by the Association together with the manager of the facility. The subcommittee shall meet quarterly at a mutually agreeable time and place, discuss and resolve issues of mutual concern. The subcommittee may refer some problems to the department-wide committee for resolution.

**Deputy Sheriffs Association
Probation and Probation Supervisors Units**

ATTACHMENTS

ATTACHMENT A	CLASS & SALARY LISTING
ATTACHMENT B	CO-PAYS (Medical & Dental)
ATTACHMENT C	PERMANENT INTERMITTENT SPECIAL PAYS CHART
ATTACHMENT D	TEMPORARY EMPLOYEES SPECIAL PAYS CHART
ATTACHMENT E	PHYSICIAN'S STATEMENT OF ABILITY TO WORK, AK142
ATTACHMENT F	RETURN TO WORK POLICY FOR INDUSTRIAL INJURY OR ILLNESS

**DEPUTY SHERIFFS ASSOCIATION, PROBATION AND PROBATION
SUPERVISORS
CLASS AND SALARY LISTING
as of
September 1, 2019**

PROBATION SUPERVISORS UNIT*

Job Code	Class Title	Flex Staff (F) / Deep Class (D)	Salary Range	
			From	To
7KHA	INST SUPERVISOR I		6,915.81	8,406.22
7AHA	PROBATION SUPERVISOR I		7,587.87	9,223.11

PROBATION UNIT*

Job Code	Class Title	Flex Staff (F) / Deep Class (D)	Salary Range	
			From	To
7AWA	DEPUTY PROBATION OFFICER I	(F)	4,191.48	5,094.77
7AVA	DEPUTY PROBATION OFFICER II	(F)	5,817.03	7,070.63
7ATA	DEPUTY PROBATION OFFICER III	(F)	6,209.86	7,548.12
7KWB	JUVENILE INSTITUTION OFFICER I	(F)	4,078.23	4,957.11
7KVB	JUVENILE INSTITUTION OFFICER II	(F)	5,418.57	6,586.30
7KTB	JUVENILE INSTITUTION OFFICER III	(F)	5,755.92	6,996.36

* All classifications are Safety.

ATTACHMENT B

Deputy Sheriffs Association Probation and Probation Supervisors

MEDICAL/DENTAL PLANS

Covered Offered

The County offers the following Plans:

Contra Costa Health Plans (CCHP), Kaiser Permanente, Health Net, Delta Dental PPO and Delta Care HMO.

Co-Pays and Co-Insurance

The medical plan co-pays are as follows:

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

\$3000 per person and \$6000 per family Annual Out of Pocket
Maximum

KAISER PERMANENTE HDHP:

\$1500 Deductible Per Person (Single Coverage)
\$3000 Deductible Per Family
10% Office Visit Coinsurance (After Deductible)
10% Urgent Care Coinsurance (After Deductible)
10% Lab & X-Ray Coinsurance (After Deductible)
\$10 Generic Rx (After Deductible)
\$30 Brand-Name Rx (After Deductible)
10% Inpatient Hospitalization Coinsurance (After Deductible)
10% Outpatient Surgery & ER Coinsurance (After Deductible)
\$3000 per Person Annual Out of Pocket Maximum
\$6000 per Family Annual Out of Pocket Maximum

HEALTH NET HMO Plan A:

\$10 Office Visit
\$10 Preferred Generic RX
\$20 Preferred Brand RX
\$35 Non-Preferred Brand or Generic RX
\$25 Emergency Room

HEALTH NET HMO Plan B:

\$20 Office Visit
\$50 Urgent Care Visit
\$1000 Inpatient Hospital Co-pay
\$500 Out-Patient Surgical Co-pay
\$100 Emergency Room Co-pay
\$10 Preferred Generic RX
\$20 Non-Preferred Brand RX
\$35 Non-Preferred Brand or Generic RX
\$2000 per person and \$6000 per family Annual Out of Pocket
Maximum

HEALTH NET PPO Plan A:

\$10 Office Visit in network
\$5 Preferred Generic RX
\$5 Preferred Brand RX
\$5 Non-Preferred Brand or Generic RX
\$50 Emergency Room Deductible, 10% Co-Insurance

Section 42- Permanent-Intermittent Employees Special Pays

Special Pays for Permanent-Intermittent Employees

1) Applicable to all Permanent-Intermittent Employees

<u>Type of Pay</u>	<u>MOU Section</u>
Jury Duty-Scheduled Work Day	Sec. 16.1.H
Military Leave	Sec. 15.4
County Overtime	Sec. 7.1
FLSA Overtime	None
Sick Leave Hours Taken	Sec. 42.1
Vacation Hours Taken	Sec. 42.1
Overtime Pay for Working on a Holiday	Sec. 11.5
Shift Pay	Sec. 9

2) Applicable to only those Permanent-Intermittent Employees in the specified classification/org

<u>Type of Pay</u>	<u>MOU Section</u>	<u>Applicable Job Title(s)</u>	<u>Applicable Assigned Org (Org#)</u>
Lead Juvenile Institution Officer Duties	5.13	Juvenile Institution Officer I (7KWB), Juvenile Institution Officer II (7KVB), Juvenile Institution Officer III (7KTB)	3120 and 3160

ATTACHMENT D
DSA Probation Units
Section 44 – Temporary Employees Special Pays

Special Pays for Temporary Employees

All Employees

<u>Type of Pay (Pay Code)</u>	<u>MOU Section</u>
County Overtime (OPT)	Sec. 7.1
FLSA Overtime (OTF)	None
Paid Time Off (PTO, PTO-FML)	Sec. 44.3
Shift Pay @ 5% (SH2)	Sec. 9

Classification/Org Specific

<u>Type of Pay (Pay Code)</u>	<u>MOU Section</u>	<u>Applicable Job Title(s)</u>	<u>Applicable Assigned Org (Org#)</u>
Overtime Pay for Working on a Holiday (OPT)	11.6	Juvenile Institution Officer I (7KWB), Juvenile Institution Officer II (7KVB), Juvenile Institution Officer III (7KTB)	

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

ATTACHMENT E

Dear Physician:

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

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

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

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

IF A DRUG IS PRESCRIBED, WILL IT AFFECT SAFE OPERATION OF A MOTOR VEHICLE?
 EXPLAIN: _____ YES _____ NO

WILL THE DRUG AFFECT OTHER DUTIES: _____ YES _____ NO
 EXPLAIN: _____

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

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

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

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

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

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

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

DATE EMPLOYEE CAN START **MODIFIED**

DUTY: _____

MODIFIED DUTY CAN BE: _____ FULL TIME _____ PART TIME _____

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

ESTIMATED DATE EMPLOYEE CAN RETURN TO USUAL DUTIES: _____

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

PHYSICIAN'S SIGNATURE DATE

PHYSICIAN'S NAME ADDRESS

TELEPHONE NO. FAX NO.

**CONTRA COSTA COUNTY
RETURN TO WORK POLICY
FOR INDUSTRIAL INJURY OR ILLNESS**

- I. **POLICY:** 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 Workers' Compensation claim. Probationary employees, project, contracted, seasonal, agency temp, 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 the county form 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 to work procedures 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 Workers' Compensation costs, maximize productivity, minimize the loss of human resources and promote full and prompt recovery with the return of the employee to productive employment.
- III. **SCOPE OF POLICY:** All departments and Board-governed agencies which are part of the County retirement system (excluding the Contra Costa County Fire Protection District and East Contra Costa Fire Protection District safety employees, Sheriffs Office and D.A. 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 four (4) hours per day.

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

B. A Department shall, whenever feasible, temporarily restrict the duties of an employee in order to conform to restrictions recommended by the treating physician for a cumulative maximum of six months per injury with a review after three (3) months or sooner, if appropriate. At the end of the six month period, the employee shall undergo a medical review to determine whether a full duty work the employee shall be to the Risk Management ADA Coordinator and/or the Return to Work Committee for evaluation.

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

1. The restrictions recommended by the employee's treating physician or QME, if applicable;
2. The operational and financial needs of the department; and
3. The availability of a suitable work assignment.
Either party may appeal the Committee's decision in writing to the Director of Human Resources or his/her designee within 15 calendar days of the Committee's decision.

V. RESPONSIBILITIES:

A. Departments

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

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

2. Appoint a 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 Health Coalition quarterly reports of the number of requests for ergonomic evaluations, the number performed, and the actions taken based on those reports. The County shall meet with the Health Coalition upon the Coalition's request to review such reports and to discuss ergonomic issues.

B. Employee

A temporarily industrially disabled employee shall:

1. Notify the department of an industrial injury or illness in accordance with Workers' Compensation regulations.
2. Seek prompt medical care through the County's Occupational Medical Program or through a properly pre-designated physician in accordance with the law. The employee shall obtain needed medical information from the physician and provide the information to the County. (Physician's Statement of Ability to Work, AK142, see Attachment E).
3. Accept an appropriate available restricted duty assignment within or outside the employee's department if one is offered. A restricted duty assignment must be consistent with limitations

recommended by the employee's treating physician or QME, if applicable, and must be approved by the 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

4. restricted duty assignment shall supervise the employee. The employee's home department is required to pay the employee's regular salary.
5. A department head has the authority to temporarily restrict the duties of an employee in accordance with this policy.
6. Failure of an employee to accept an offer of a medically appropriate restricted duty assignment will result in the denial of temporary disability benefits pursuant to Workers' Compensation law.

C. County Return to Work Coordinators

The County Return to Work Coordinators shall:

1. Work at the direction of the Risk Manager.
2. Assist departments in identifying and developing suitable restricted duty assignments.
3. Assist departments in resolving questions regarding work restrictions and restricted duty placements.
4. Provide, as necessary, counseling and other services to employees placed on restricted duty.
5. Assist in finding restricted duty assignments outside of the home department, if the home department cannot provide restricted duty. The home department will provide the salary of the employee.
6. Coordinate the appeal process for employees regarding restricted duty.

D. Return to Work Committee

The Return to Work Committee shall hear appeals under the Appeal Procedures as described in Section IV (C)-General Background above, and make recommendations to the department. 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 work department heads, managers, and departmental return to coordinators concerning this policy.

VI. DEFINITIONS:

A. Restricted Duty: A temporary work assignment provided to a temporary industrially disabled employee who cannot perform her/his regular job duties for a specific period of time. The temporary assignment is provided while an individual is recuperating from an industrial injury or illness. An employee will be assigned to restricted duty within their primary department whenever possible. In no assignment can be located within the employee's primary department, the County will make reasonable effort to locate a comparable position in another department. Restricted duty is only available to a person who is expected to return to her or his regular job duties. If an employee is on a discretionary 9/80 or 4/10 work schedule and is returning to restricted duty assignment on a part-time basis, the 9/80 or 4/10 work schedule shall be revoked. Pay for restricted duty shall be the same salary and benefits of the employee's regular position, provided however, that shift and other pay differentials will only be paid for the first thirty (30) days of the 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 Districts, Sheriff's Office and D.A. Investigators' 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 Medical Examiner (QME) as defined by California Workers' Compensation laws. Treatment shall be reasonably required and consistent with Workers'

Compensation guidelines and existing State law.

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

**DEPUTY SHERIFFS ASSOCIATION
PROBATION AND PROBATION SUPERVISORS UNITS**

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