

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**CONTRA COSTA COUNTY**

**AND**

**SEIU, LOCAL 1021  
SERVICE LINE SUPERVISORS UNIT**



**JULY 1, 2022 - JUNE 30, 2026**

**SEIU, LOCAL 1021  
SERVICE LINE SUPERVISORS UNIT**

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**ATTACHMENTS**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CONTRA COSTA COUNTY  
AND  
SOCIAL SERVICES UNION, LOCAL 1021  
SERVICE LINE SUPERVISORS UNIT**

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

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

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

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

**DEFINITIONS**

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

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

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

**County:** Contra Costa County.

**Demotion:** The change of 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 classifications.

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

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

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

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

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

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

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

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

## ***DEFINITIONS***

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

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

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

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

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

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

**Resignation:** The voluntary termination of permanent service with the County from a position in the Merit System.

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

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

**Union:** Social Services Union Local 1021, Service Line Supervisors Unit.

**SECTION 1 – UNION RECOGNITION**

The Union is the formally recognized employee organization for the Social Service First Line Supervisors' Representation unit and such organization has been certified as such pursuant to Chapter 34-12 of Board Resolution No. 81/1165.

**SECTION 2 – UNION SECURITY**

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

- A. The Union shall regularly provide the County with the names of employees for whom dues deductions should be initiated, changed, or discontinued pursuant to this section in a manner that has been mutually agreed upon by the County and the Union and set forth in a separate protocol document. The Union will submit a spreadsheet in an agreed upon format to the Office of the Auditor-Controller via email.
- B. Requests for dues deductions, Committee of Political Education (COPE) or other Union sponsored programs 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. The County shall transmit such payments to the Union no later than thirty (30) days after the deduction from the employee's earning occurs.

The Union certifies that it will only send requests to initiate dues deductions for employees who have authorized the deductions.

- C. Requests to authorize dues/other deduction(s), or requests to change status regarding such deductions, shall be directed to the Union rather than the County. The County shall rely on the Union's explanations in a certified list, submitted by a representative of the Union who has authority to bind the Union, regarding whether an authorization/change in deduction(s) has been requested by the employee.
- D. The Union shall not provide the County a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization.
- E. The Union shall indemnify, defend, and save the County harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability that arise out of or by reason of this Union Security Section, or action taken or not taken by the County under this Section. This includes, but is not limited to, the County's Attorneys' fees and costs. The provisions of this subsection shall not be subject to the grievance procedure.

## **SECTION 2 – UNION SECURITY**

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### **2.2 Data Pertaining to Deductions.**

The County shall produce to SEIU Local 1021 's Membership Department every month, on a regular ongoing basis, a malleable electronic file containing the following information for all employees in the bargaining units represented by the Union whether permanent, temporary, full-time, part-time or permanent intermittent:

1. Full Name (first, middle, last, suffix)
2. Home address
3. Home and cell phone numbers (if provided)
4. Personal and work email
5. Work location
6. Employee Number
7. Job Classification
8. Job Type (full-time, part-time, per diem, as needed)
9. Bargaining Unit
10. Pay Step
11. Pay Rate
12. Pay Status (active, on leave, separated from employment, etc.)
13. Department
14. Division (subcode of the department)

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

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

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

- A. To post literature on bulletin boards;
- B. to arrange for use of a meeting room;
- C. to leave and/or distribute a supply of literature as indicated above;
- D. to represent an employee on a grievance, and/or to contact a Union officer on a matter within the scope of representation.

## **SECTION 2 – UNION SECURITY**

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.

In order to protect bargaining unit employees from harassment or invasion of privacy, the County shall notify the Union of any third-party request for demographic and/or personal information of bargaining unit employees.

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

- A. Such space is available and its use by the Union is scheduled twenty-four (24) hours in advance;
- B. there is no additional cost to the County;
- C. it does not interfere with normal County operations;
- D. employees in attendance are not on duty and are not scheduled for duty;
- E. the meetings are on matters within the scope of representation.

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

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

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

On matters within the scope of representation the County agrees that the Human Resources Department will notify a Union's designee(s) when an issue within the scope of representation is placed on the Board's agenda. If there is insufficient time to meet and confer on an issue prior to the Board's meeting, the item shall be deferred if so requested by the Union.

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

**2.6 New Employee Orientation.**

- A. The County agrees that each newly hired employee shall be instructed to participate in an on-boarding meeting during regular working hours without loss in compensation. Newly hired employees include any employee, whether permanent, temporary, full time, part time or permanent intermittent.

## **SECTION 2 – UNION SECURITY**

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- B. Representatives of the Union shall be permitted to make a presentation of thirty (30) minutes (the department has the discretion to allow additional time if available), and present written materials, during a portion of the orientation for which attendance is mandatory.
- C. The County will provide written notice of new employee orientations to the Union, at least ten (10) calendar days prior to the event. In the event that the County provides less than ten (10) calendar days' notice and the Union is unable to attend the orientation because of the short notice, the Union will be provided with the opportunity to meet with new employees within seven (7) working days of the orientation for up to thirty (30) minutes (the department has the discretion to allow additional time if available) during regular working hours and on-site without loss in compensation. The make-up session shall be arranged in coordination with the Department and conducted by the Union. The name and worksite location of the employees will be submitted to the Union for follow-up within two (2) working days of the missed new employee orientation.
- D. A newly hired employee who is not able to attend a new employee orientation session within two (2) working days of their first scheduled day of work, shall be instructed to attend an in-person union presentation up to thirty (30) minutes (the department has the discretion to allow additional time if available) during regular working hours and on-site without loss in compensation. The union presentation shall be arranged in coordination with the Department and conducted by the Union. The name and worksite location of the employees will be submitted to the Union for follow-up within two (2) working days of their first scheduled day of work.
- E. The new employee orientation notice provided to the Union will include the date, time, and location of the orientation. Prior to the orientation the Department will notify the Union if there will be any attendees from classifications represented by the Union and provide a list of those attendees in a malleable electronic format that includes name, job title, department, work location, work telephone number, and work e-mail addresses.
- F. A bargaining unit member attending orientation as a Union representative shall be given paid release time sufficient to cover the Union's presentation and travel time. The Union will provide the name of the employee who they wish to be released in advance to the Labor Relations Manager.
- G. Upon approval of the department and when available, the Union shall have the right to use the County's facilities and audio-visual equipment to conduct new employee orientation sessions and make-up orientation meetings with newly hired employees.
- H. The County representatives shall not be present during the portion of the orientation conducted by the Union.

## **SECTION 3 – NO DISCRIMINATION**

### **SECTION 3 – NO DISCRIMINATION**

There shall be no discrimination because of race, creed, color, national origin, political opinion, religion, marital status, gender identity or expression, sex, sexual orientation, or Union activities against any employee or applicant for employment by the County or by anyone employed by the County; and to the extent prohibited by applicable State and Federal law there shall be no discrimination because of age or physical disability. 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.

### **SECTION 4 – SHOP STEWARDS AND OFFICIAL REPRESENTATIVES**

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

- A. If their attendance is required by the County at a specific meeting;
- B. if their attendance is sought by a hearing body for presentation of testimony or other reasons;
- C. if their attendance is required for meetings required for settlement of grievances filed pursuant to Section 25 - Grievance Procedure of this MOU;
- D. if they are designated as a shop steward, in which case they may utilize a reasonable time at each level of the proceedings to assist an employee to present a grievance;
- E. if they are designated as spokesperson or representative of the Union and as such make representations or presentations at meetings or hearings on wages, salaries and working conditions; provided in each case advance arrangements for time away from the employee's work station or assignment are made with the appropriate Department Head or designee, and the County agency calling the meeting is responsible for determining that the attendance of the particular employee(s) is required.

**4.2 Union Representatives.** The Union shall designate three (3) representatives who shall be allowed time off on County time up to five (5) hours per week per representative, for meetings during regular working hours when formally meeting and conferring in good faith or consulting with the Employee Relations Officer or other management representatives on matters within the scope of representation or for the reasons as provided in 4.1.a-e. above. In order to minimize disruptions due to the representative's absence, the representative will coordinate known work assignments with his/her Division Manager; and, to the extent possible, the Department will coordinate events within the representative's scope of responsibility which may arise during the representative's absence.

## **SECTION 5 – SALARIES**

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**4.3 Social Service Office Stewards.** The Union may designate three (3) stewards in the Department of Employment and Human Services who may be allowed to attend meetings held on County time for the purposes provided in 4.1.d above. In order to minimize disruptions due to the steward's absence, the steward will coordinate known work assignments with his/her Division Manager; and, to the extent possible, the Department will coordinate events within the steward's scope of responsibility which may arise during the steward's absence.

**4.4 Department Notification.** The Union shall notify in writing the Department Head or designee of those persons designated as official representatives and as stewards and of any changes of such designations when made.

**4.5 Release Time for Training.** The County shall provide the Union a maximum cumulative total of one hundred (100) hours per year of release time for Union designated stewards or officers to attend Union-sponsored training programs. Requests for release time shall be provided in writing to the Department and County Human Resources at least fifteen (15) days in advance of the time requested. Department Heads will reasonably consider each request and notify the affected employee whether such request is approved, within one (1) week of receipt.

## **SECTION 5 – SALARIES**

### **5.1 General Wages.**

A. Effective August 1, 2022, or the first day of the month during which adoption of the MOU by the Board of Supervisors occurs, whichever is later, the base rate of pay for all classifications represented by the Union will be increased by five percent (5%).

Effective on July 1, 2023, the base rate of pay for all classifications represented by the Union will be increased by five percent (5%).

Effective on July 1, 2024, the base rate of pay for all classifications represented by the Union will be increased by five percent (5%).

Effective July 1, 2025, the base rate of pay for all classifications represented by the Union will be increased by five percent (5%).

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

**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.

## **SECTION 5 – SALARIES**

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However, the appointing authority may fill a particular position a step above the minimum of the range.

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

- A. New Employees. The anniversary date of a new employee is the first day of the calendar month after the calendar month when the employee successfully completes six (6) months service provided however, if an employee began work on the first regularly scheduled workday of the month the anniversary date is the first day of the calendar month when the employee successfully completes six (6) months service.
- B. Promotions. The anniversary date of a promoted employee is determined as for a new employee in Subsection 5.3.a above.
- C. Demotions. The anniversary of a demoted employee is the first day of the calendar month after the calendar month when the demotion was effective.
- D. Transfer, Reallocation and Reclassification. The anniversary date of an employee who is transferred to another position or one whose position has been reallocated or reclassified to a class allocated to the same salary range or to a salary range which is within five percent (5%) of the top step of the previous classification, remains unchanged.
- E. Reemployments. The anniversary of an employee appointed from a reemployment list to the first step of the applicable salary range and not required to serve a probation period is determined in the same way as the anniversary date is determined for a new employee who is appointed the same date, classification and step and who then successfully completes the required probationary period.
- F. Transfer Anniversary. Notwithstanding other provisions of this Section 5, the anniversary of an employee who is appointed to a classified position from outside the County's merit system at a rate above the minimum salary for the employee's new class, or who is transferred from another governmental entity to this County's merit system, is one (1) year from the first day of the calendar month after the calendar month when the employee was appointed or transferred; provided however, when the appointment or transfer is effective on the employee's first regularly scheduled workday of that month, his/her anniversary is one (1) year after the first calendar day of that month.

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

## **SECTION 5 – SALARIES**

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specified date before the next anniversary which must be set at the time submitted by the Appointing Authority.

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

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

The Department of Employment and Human Services shall give reasonable consideration to requests for part-time assignments.

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

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

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

**5.8 Salary Reallocation and Salary on Reallocation.**

- A. In a general salary increase or decrease, an employee in a class which is reallocated to a salary range above or below that to which it was previously allocated, when the number of steps remain the same, shall be compensated at the same step in the new salary range the employee was receiving in the range to which the class was previously allocated. If the reallocation is from one salary range with more steps to a range with fewer steps or vice versa, the employee shall be compensated at the step on the new range which is in the same percentage ratio to the top step of the new range as was the salary received before reallocation to the top step of the old range, but in no case shall any employee be compensated at less than the first step of the range to which the class is allocated.
- B. In the event that a classification is reallocated from a salary range with more steps to a salary range with fewer steps on the salary schedule, apart from the general salary increase or decrease described in Section 5.8A above, each incumbent of a position in the reallocated class shall be placed upon the step of the new range which equals the rate of pay received before the reallocation. In the event that the steps in the new range do not contain the same rates as the old range, each incumbent shall be placed at the step of the new range which is next above the salary rate received in the old range, or if the new range does not contain a higher step, at the step which is next lower than the salary received in the old range.
- C. In the event an employee is in a position which is reallocated to a different class which is allocated to a salary range the same as above or below the salary range of the employee's previous class, the incumbent shall be placed at the step in the new class which equals the rate of pay received before reallocation. In the event that the steps in the range for the new class do not contain the same rates as the range for the old class, the incumbent shall be placed at the step of the new range which is next above the salary rate received in the old range; or if the new range does not contain a higher step, the incumbent shall be placed at the step which is next lower than the salary received in the old range.
- D. In the event of reallocation to a deep class, the provisions of the deep class resolution and incumbent salary allocations, if any, shall supersede Section 5.8.

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

## **SECTION 5 – SALARIES**

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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 Appointment From a Layoff List.** In the event of the appointment of a laid off employee from the layoff list to the class from which the employee was laid off, the employee shall be appointed at the step which the employee had formerly attained in the higher class unless such step results in an increase of less than five percent (5%), in which case the salary shall be adjusted to the step in the new range which is five percent (5%) greater than the next higher step, if the new range permits such adjustment.

**5.11 Salary on Involuntary Demotion.** Any employee who is demoted, except as provided under Section 5.12, shall have his/her salary reduced to the monthly salary step in the range for the class of position to which he/she has been demoted next lower than the salary received before demotion. In the event this decrease is less than five percent (5%), the employee's salary shall be adjusted to the step in the new range which is five percent (5%) less than the next lower step; provided, however, that the next step shall not be less than the minimum salary for the lower class. Whenever the demotion is the result of layoff, cancellation of positions or displacement by another employee with greater seniority rights, the salary of the demoted employee shall be that step on the salary range which he/she would have achieved had he/she been continuously in the position to which he/she has been demoted, all within-range increments having been granted.

**5.12 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, unless the Board provides otherwise by resolution, his or her salary shall remain the same if the steps in his or her new (demoted) salary range permit, and if not, new salary shall be set at the step next below former salary.

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

Whenever a permanent employee transfers to or from a deep class, as provided in the appropriate deep class resolution, the salary of the employee shall be set as provided in the deep class resolution at a step not to exceed a five percent (5%) increase in the employee's base salary. However, if the deep class transfer occurs to or from a deep class with specified levels identified for certain positions and their incumbents, the employee's salary in the new class shall be set in accordance with the section on "Salary on Promotion" if the employee is transferring to another class or to a level in a deep class for which the salary is at least five percent (5%) above the top base step of the deep class level or class in which they have status currently.

## **SECTION 5 – SALARIES**

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

- A. The employee is assigned to a program service, or activity established by the Board of Supervisors which is reflected in an authorized position which has been 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. Employees selected for the assignment will normally be expected to meet the minimum qualifications for the higher classification.
- D. The County shall make reasonable efforts to offer out of class assignments to all interested employees on a voluntary basis. Pay for work in a higher classification shall not be utilized as a substitute for regular promotional procedures provided in this MOU.
- E. The appropriate authorization form has been submitted by the Department Head at least fifteen (15) days prior to the expiration of the seventeen (17) day waiting period and approved by the County Administrator.
- F. Higher pay assignments shall not exceed six (6) months except through reauthorization.
- G. If approval is granted for pay for work in a higher classification and the assignment is terminated and later re-approved for the same employee within one hundred eighty (180) days, no additional waiting period will be required.
- H. Any incentives (e.g., the education incentive) and special differentials (e.g., bilingual differential and hazardous duty differential) accruing to the employee in his/her permanent position shall continue.
- I. 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

## **SECTION 5 – SALARIES**

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assignment, shall remain unchanged. This provision shall apply to Short Term Higher Level Reassignments in deep classes.

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

**5.15 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 warrant upon the Treasurer in favor of such employee.

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

The election to receive an advance shall be made on-line using Employee Self Service (ESS). If the employee makes an update between the 1<sup>st</sup> and 15<sup>th</sup> of the month, then the change will impact the current month's advance. If the employee makes the update after the 15<sup>th</sup> it will impact the following month's advance.

Such an election will remain effective until revoked.

In the case of an election made pursuant to this Section 5.15, 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.

**5.16 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 Office, it is the policy of the Auditor-Controller's Office that the error will be corrected and a new warrant issued within forty-eight (48) hours, exclusive of Saturdays, Sundays and Holidays from the time the department is made aware of and verifies that the pay warrant is in error.

Pay errors discovered by the County in employee pay shall be corrected as soon as possible as to current pay rate but 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 a proposed repayment schedule, the employee may accept the proposed repayment schedule or may request a meeting through the County Human Resources Department. If requested, a meeting shall

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be held to determine a repayment schedule which shall be no longer than three times (3) the length of time the overpayment occurred.

**5.17 COVID Pandemic Service Relief Payment.** In recognition of the services County employees performed as essential workers during an extraordinary public health emergency, the County will pay a one-time lump sum COVID Pandemic Service Relief Payment (PSRP) to the following County employees who meet the listed criteria:

Permanent Employees. Permanent full-time employees, including project employees, who meet all of the following criteria will be paid a one-time, lump sum COVID Pandemic Service Relief Payment (PSRP) of two thousand five-hundred dollars (\$2,500) on the 10<sup>th</sup> of the month following approval of this MOU by the Board of Supervisors. Permanent part-time employees, including part-time project employees, who meet all of the following criteria will be paid a prorated one-time, lump sum payment. The prorated lump sum payment will be calculated by multiplying two thousand five-hundred dollars (\$2,500) by the percentage that the employee’s approved position hours are to forty (40) hours (for example: \$2,500 x (20/40) = \$1,250).

Temporary Employees. Temporary employees who meet all of the following criteria will be paid a one-time, lump sum COVID Pandemic Service Relief Payment (PSRP) of one thousand two hundred and fifty dollars (\$1,250) on the 10<sup>th</sup> of the month following approval of this MOU by the Board of Supervisors. Employees who met the criteria as a temporary employee but achieved permanent status by the date of the approval of this MOU by the Board of Supervisors will receive the PSRP in accordance with the formula set forth for permanent employees.

Criteria:

- a. The employee must be employed with the County on the date the MOU is approved by the Board of Supervisors.
- b. The employee must have been in paid status and actively working for at least twelve (12) months during the time period of April 1, 2020 through December 31, 2021.
- c. The COVID PSRP will be subject to any required deductions and/or withholdings.
- d. Per diem employees are not eligible for the payment.

**5.18 Compensation Study**

A. The County shall complete its classification & compensation study with Koff and Associates regarding the below specified classifications in the Employment and Human Services Department.

X0HB	Social Work Supervisor I
X0HA	Social Work Supervisor II

B. Comparator Agencies – The following comparator agencies will be utilized in the classification studies: Alameda County, Marin County, Napa County, City and County of San Francisco, San Mateo County, Santa Clara County, Solano County

## **SECTION 6 – DAYS AND HOURS OF WORK**

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and Sonoma County.

- C. The contractor and County will complete the studies and the County will notify the Union of the studies' findings no later than June 30, 2023. Upon request of the Union, the County and Union will discuss the findings of the salary studies. Where a study determines that a salary for a classification is more than twelve and one-half percent (12.5%) below the median of the comparator agencies, upon request of the Union, the parties will discuss appropriate salary adjustments, taking into consideration all relevant factors including any scheduled salary increases, any current recruitment and retention problems for the classification, the overall financial condition of the County and/or Department, and the overall budgetary impacts of any salary increases. The parties may also discuss internal compaction issues that may result from any adjustments to a benchmark classification. For example, a salary adjustment to a Planner II (5AVA) may lead to consideration of an adjustment to the Planner III (5ATA), depending on the nature of the resulting salary compaction and the relationship of the classes in the Planner series. Nothing in this Section shall be construed to require the County to agree to adjust the salary of a particular classification or to adjust salaries to a specific market position.

## **SECTION 6 – DAYS AND HOURS OF WORK**

### **6.1 Definitions**

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

## **SECTION 6 – DAYS AND HOURS OF WORK**

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- F. **Workweek for Employees on Regular, Flexible, Alternate, and 4/10 Work Schedules:** For employees on regular, alternate, and 4/10 work schedules, the workweek begins at 12:01 a.m. on Monday and ends at 12 midnight on Sunday.
- G. **Workweek for Employees on a 9/80 Work Schedule:** The 9/80 workweek begins on the same day of the week as the employee's eight (8) hour work day and regularly scheduled 9/80 day off. The start time of the workweek is four (4) hours and one (1) minute after the start time of the eight (8) hour workday. The end time of the workweek is four (4) hours after the eight (8) hour workday start time. The result is a workweek that is a fixed and regularly recurring period of seven (7) consecutive twenty-four (24) hour periods (168 hours).
- H. **Workweek for Twenty Four Hour (24) Facility Employees:** For employees who work in a twenty-four (24) hour facility in the **Health Services Department** and who are not on a 9/80 work schedule, the workweek begins at 12:01 a.m. Sunday and ends at 12:00 midnight on Saturday.

**6.2 Staggered Work Schedule.** The Department of Employment and Human Services shall continue to operate a staggered work schedule plan. Office hours shall remain open to the public from 8:00 a.m. to 5:00 p.m. Monday through Friday. Permanent full-time employees shall have the option to select, subject to prior approval of the department, an eight (8) hour day, forty (40) hour workweek schedule consisting of work hours which may be other than the normal 8:00 a.m. to 5:00 p.m. or 4:30 p.m. work schedule. The following shall serve as the basic criteria for the staggered shift:

- A. All employees must be present at their office or otherwise engaged in the duties of their position during the core hours of 10:00 a.m. and 3:30 p.m.
- B. Work schedules must remain within the hours of 7:00 a.m. and 7:00 p.m.
- C. The selected staggered work schedule shall consist of the same hours of work each day except for when a schedule including one varying eight (8) hour workday is necessary to provide "officer of the day" coverage or for other specific circumstances in which the department determines that such a varying schedule is appropriate. The decision of the Department Head or designee shall be final.
- D. Lunch periods of one (1) or one-half (1/2) hour shall be scheduled. In the event that the employee desires to change the scheduled lunch hour from one (1) hour to one-half (1/2) hour, or from one-half (1/2) hour to one (1) hour, that change must be approved in advance by the Department Head or designee. Lunch periods shall be taken within one (1) hour of the midpoint of the employee's scheduled workday.
- E. Each work unit designated by placement under a single line supervisor shall have at least one line worker in the office during the hours of 8:00 a.m. to 5:00 p.m. Each such unit shall also have at least one additional line worker in the office or otherwise engaged in the duties of their positions during the hours of 8:00 a.m. and 4:30 p.m. There are two (2) situations in which exceptions may be made to these minimum coverage provisions. Units which are placed under a single supervisor but which

## **SECTION 7 – PAID PERSONAL LEAVE**

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are split between two (2) or more buildings may be clustered with another unit of a like program function in the immediate work areas of the same building for the purpose of maintaining minimum coverage during the time period between 4:30 p.m. and 5:00 p.m. A unit of three (3) or fewer workers may be clustered with another unit of a like program function in the immediate work area for purpose of maintaining minimum coverage, provided that the total number of workers in the units so clustered shall not exceed eight (8).

- F. Each employee's proposed staggered schedule must be submitted in writing and approved by the Department Head or designee prior to implementation.
- G. Changes in staggered schedules shall be requested in writing and must have the approval of the Department Head or designee prior to implementation.
- H. Conflicting requests for schedules shall be resolved by the Department Head whose decision shall be final.
- I. In the event coverage within a location becomes temporarily reduced as a result of scheduling revisions or absenteeism, employees will be expected to assure that the necessary functions are performed, particularly the answering of telephones.
- J. It is understood that an individual employee's schedule may be changed due to the needs of the department.
- K. In the event this staggered scheduling provision is found by the department to be inconsistent with the needs of the department, the department shall so advise representatives of Local 1021 and the County and the Union shall meet and confer in an attempt to resolve the inconsistency.

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

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

## **SECTION 7 – PAID PERSONAL LEAVE**

Effective January 1, 1997, employees in the Social Services First-Line Supervisors Unit will be credited with fifty (50) hours of paid personal leave to recognize the fact that these employees do not and will not receive payment for overtime. Said fifty (50) hours must be used during the calendar year in which credited and may not be carried forward. This paid personal leave is separate from paid vacation and will be accounted for accordingly. Upon separation from County service, there shall be no payoff of unused personal leave credits.

## **SECTION 9 – ON-CALL DUTY**

Administration of paid personal leave shall be administered in accordance with provisions of Administrative Bulletin 323.

### **SECTION 8 - CALL BACK TIME PAY**

- A. If approved by the County Administrator's Office, a permanent full-time and permanent part-time employee assigned to the Emergency Response Program who is called back to duty will be paid for Call Back Time. Call Back Time occurs when an employee is not scheduled to work and is not on County premises, but is called back to work on County premises or for a County work assignment. An employee called back to work will be paid Call Back Time Pay at the rate of one and one-half (1.5) times his/her base rate of pay (not including differentials) for the actual Call Back Time 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.
- B. Effective January 1, 2015, permanent full-time and part-time employees in the classification of Social Work Supervisor II (X0HA) who are assigned to the Emergency Response Program (Org. Number 5216) and are contacted by telephone during their on-call duty, will not receive any additional pay if the cumulative total of the telephone conversations do not exceed thirty (30) minutes per on-call shift. If the telephone conversations exceed a cumulative total of thirty (30) minutes up to a maximum of sixty (60) minutes per on-call shift, the employee will be paid telephone call back pay at one and one-half (1.5) times the employee's regular rate of pay in one minute increments up to a maximum of sixty (60) minutes. If the telephone conversations exceed a cumulative total of sixty (60) minutes per on-call shift, the employee will be paid Call Back Time in accordance with Section 8.A. above.

### **SECTION 9 – ON-CALL DUTY**

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

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

## **SECTION 10 – SHIFT DIFFERENTIAL**

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b. The Department Head designates and County Administrator's Office approves those permanent full-time or part-time employees who will be assigned to on-call duty and such decision is final.

### **SECTION 10 – SHIFT DIFFERENTIAL**

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

1. Permanent full-time and permanent part-time employees will be paid 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 employees:

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

## **SECTION 11 - WORKFORCE REDUCTION/LAYOFF/ REASSIGNMENT**

### **SECTION 11 - WORKFORCE REDUCTION/LAYOFF/ REASSIGNMENT**

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

- a. Identify the classification(s) in which position reductions may be required due to funding reductions or shortfalls.
- b. Advise employees in those classifications that position reductions may occur in their classifications.
- c. Accept voluntary leaves of absence from employees in those classifications which do not appear to be potentially impacted by possible position reductions when such leaves can be accommodated by the department.
- d. Consider employee requests to reduce their position hours from full-time to part-time to alleviate the impact of the potential layoffs.
- e. Approve requests for reduction in hours, lateral transfers, and voluntary demotions to vacant, funded positions in classes not scheduled for layoffs within the department, as well as to other departments not experiencing funding reductions or shortfalls when it is a viable operational alternative for the department(s).
- f. Review various alternatives which will help mitigate the impact of the layoff by working through the Tactical Employment Team (TET) program to:
  1. Maintain an employee skills inventory bank to be used as a basis for referrals to other employment opportunities.
  2. Determine if there are other positions to which employees may be transferred.
  3. Refer interested persons to vacancies which occur in other job classes for which they qualify and can use their layoff eligibility.
  4. Establish workshops to aid laid off employees in areas such as resume preparation, alternate career counseling, job search strategy, and interviewing skills.
- g. When it appears to the Department Head and/or Labor Relations Manager that the Board of Supervisors may take action which will result in the layoff of employees in a representation unit, the Labor Relations Manager shall notify the Union of the possibility of such layoffs and shall meet and confer with the Union regarding the implementation of the action.

## **SECTION 11 - WORKFORCE REDUCTION/LAYOFF/ REASSIGNMENT**

### **11.2 Separation Through Layoff.**

- A. Grounds for Layoff. Any employee(s) having permanent status in position(s) in the merit service may be laid off when the position is no longer necessary, or for reasons of economy, lack of work, lack of funds or for such other reason(s) as the Board of Supervisors deems sufficient for abolishing the position(s).
- B. Order of Layoff. The order of layoff in a department shall be based on inverse seniority in the class of positions, the employee in that department with least seniority being laid off first and so on.
- C. Layoff By Displacement.
1. In the Same Class. A laid off permanent full-time employee may displace an employee in the department having less seniority in the same class who occupies permanent intermittent or permanent part-time position, the least senior employee being displaced first.
  2. In the Same Level or Lower Class. A laid off or displaced employee who had achieved permanent status in a class at the same or lower salary level as determined by the salary schedule in effect at the time of layoff may displace within the department and in the class an employee having less seniority; the least senior employee being displaced first, and so on with senior displaced employees displacing junior employees.
- D. Particular Rules on Displacing.
1. Permanent-intermittent and permanent part-time employees may displace only employees holding permanent positions of the same type respectively.
  2. A permanent full-time employee may displace any intermittent or part-time employee with less seniority 1) in the same class as provided in Section 11.2.C.1 or, 2) in a class of the same or lower salary level as provided in Section 11.2.C.2 if no full-time employee in a class at the same or lower salary level has less seniority than the displacing employees.
  3. Former permanent full-time employees who have voluntarily become permanent part-time employees for the purpose of reducing the impact of a proposed layoff with the written approval of the Human Resources Director or designee retain their permanent full-time employee seniority rights for layoff purposes only and may in a later layoff displace a full-time employee with less seniority as provided in these rules.
- E. Seniority. An employee's seniority within a class for layoff and displacement purposes shall be determined by adding the employee's length of service in the particular class in question to the employee's length of service in other classes at the same or higher salary levels as determined by the salary schedule in effect at

## **SECTION 11 - WORKFORCE REDUCTION/LAYOFF/ REASSIGNMENT**

the time of layoff. Employees reallocated or transferred without examination from one class to another class having a salary within five percent of the former class, shall carry the seniority accrued in the former class into the new class. Employees reallocated to a new deep class upon its initiation or otherwise reallocated to a deep class because the duties of the position occupied are appropriately described in the deep class shall carry into the deep class the seniority accrued or carried forward in the former class and seniority accrued in other classes which have been included in the deep class.

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

- F. Eligibility for Layoff List. Whenever any person who has permanent status is laid off, has been displaced, has been demoted by displacement or has voluntarily demoted in lieu of layoff or displacement, or has transferred in lieu of layoff or displacement, the person's name shall be placed on the layoff list for the class of positions from which that person has been removed.
- G. Order of Names on Layoff. First, layoff lists shall contain the names of persons laid off, displaced, or demoted as a result of a layoff or displacement, or who have voluntarily demoted or transferred in lieu of layoff or displacement. Names shall be listed in order of layoff seniority in the class from which laid off, displaced demoted, or transferred on the date of layoff, the most senior person listed first. In case of ties in seniority, the seniority rules shall apply except that where there is a class seniority tie between persons laid off from different departments, the tie(s) shall be broken by length of last continuous permanent County employment with remaining ties broken by random selection among the employees involved.
- H. Duration of Layoff & Reemployment Rights. The name of any person granted reemployment privileges shall continue on the appropriate list for a period of two (2) years. Persons placed on layoff lists shall continue on the appropriate list for a period of four (4) years.
- I. Certification of Persons From Layoff Lists. Layoff lists contain the name(s) of person(s) laid off, displaced or demoted by displacement or voluntarily demoted in lieu of layoff or displacement or transferred in lieu of layoff or displacement. When a request for personnel is received from the appointing authority of a department from which an eligible(s) was laid off, the appointing authority shall receive and appoint the eligible highest on the layoff list from the department. When a request for

## **SECTION 11 - WORKFORCE REDUCTION/LAYOFF/ REASSIGNMENT**

personnel is received from a department from which an eligible(s) was not laid off, the appointing authority shall receive and appoint the eligible highest on the layoff list who shall be subject to a probationary period. A person employed from a layoff list shall be appointed at the same step of the salary range the employee held on the day of layoff.

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

1. For any cause stipulated in Section 404.1 of the Personnel Management Regulations.
2. On evidence that the eligible cannot be located by postal authorities.
3. On receipt of a statement from the appointing authority or eligible that the eligible declines certification or indicates no further desire for appointment in the class.
4. If three (3) offers of permanent appointment to the class for which the eligible list was established have been declined by the eligible.

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

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

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

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

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

**11.4 Special Employment Lists.** The County will establish a Tactical Employment Team (TET) employment pool which will include the names of all laid off County employees. The names of employees who remain County employees but who have been displaced or who

## **SECTION 12 - HOLIDAYS**

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

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

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

## **SECTION 12 - HOLIDAYS**

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

- A. January 1st, known as New Year's Day
- Third Monday in January known as Dr. Martin Luther King, Jr. Day
- Third Monday in February, known as Presidents' Day
- The last Monday in May, known as Memorial Day
- June 19th, known as Juneteenth National Independence Day
- July 4th, known as Independence Day
- First Monday in September, known as Labor Day
- November 11th, known as Veterans' Day
- Fourth Thursday in November, known as Thanksgiving Day
- The Friday after Thanksgiving
- December 25th, known as Christmas Day

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

## **SECTION 12 - HOLIDAYS**

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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 facilities and who are assigned to work on a holiday, any holiday that falls on a Saturday will be observed on a Saturday, and any holiday that falls on a Sunday will be observed on a Sunday.
- B. Effective January 1, 2012, each full-time employee will accrue four (4) hours of personal holiday credit per month. Such personal holiday time may be taken in one (1) minute increments and may not be rounded, and preference of personal holidays will be given to employees according to their seniority in their department as reasonably as possible. No employee may accrue more than forty (40) hours of personal holiday credit.
- C. Employees will accrue their personal holiday credit during months they are in pay status provided however that no employee may accrue more than forty (40) hours of personal holiday credit. On separation from County service, an employee will be paid for any unused personal credits at the employee's then current pay rate
- D. Effective January 1, 2012, employees who work in twenty-four (24) hour facilities will, in addition to those holidays specified in Section 12.1A, observe Admission day on September 9, Columbus Day on the second Monday in October, and Lincoln's Day on February 12 as holidays, but will not accrue the four (4) hours per month of personal holiday credit referenced in Section 12.1.B above, but will accrue two (2) hours per month of personal holiday credit. No employee may accrue more than forty (40) hours of personal holiday credit. On separation from County service, an employee will be paid for any unused personal holiday credits at the employee's then current pay rate.

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

#### **A. Full Time Employees:**

1. **Holidays Observed – Full Time Employees:** Full time employees on regular, 4/10, 9/80, flexible, and alternate work schedules are entitled to observe a holiday [eight (8) hours off], without a reduction in pay, whenever a holiday is observed by the County.
2. **Holidays Observed on Regular Day off of Full Time Employees on 4/10, 9/80, Flexible, and Alternate Work Schedule:** When a holiday is observed by the County on the regularly scheduled day off of an employee who is on a 4/10, 9/80, flexible, or alternate work schedule, the employee is entitled to take eight (8) hours off, without reduction in pay, in recognition of the holiday. The employee is also entitled to receive eight (8) hours of flexible pay at the

## SECTION 12 - HOLIDAYS

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rate of 1.0 times his/her base rate of pay (not including differentials) in recognition of his/her regularly scheduled day off.

3. **Holiday Observed- Full Time Employee Scheduled in Excess of Eight (8) hours:** When a holiday falls on an employee's regularly scheduled workday, the employee is entitled to only eight (8) hours off without a reduction in pay. If the workday is a nine (9) hour day, the employee must use one (1) hour of non-sick leave accruals. If the workday is a ten (10) hour day, the employee must use two (2) hours of non-sick leave accruals. If the employee does not have any non-sick leave accrual balances, leave without pay (AWOP) will be authorized.
4. **Holiday Observed- Full Time Employees Scheduled for Less than Eight (8) hours:** When a full-time employee is scheduled to work less than eight (8) hours on a holiday and the employee observes the holiday, the employee is also entitled to receive flexible pay at the rate of one (1.0) times his/her base rate of pay (not including differentials) for the difference between eight (8) hours and the hours the employee was scheduled to work on the holiday.

### B. Part Time Employees:

1. **Holidays Observed – Part Time Employees:** When a holiday is observed by the County, each part time employee is entitled to observe the holiday in the same ratio as his/her number of position hours bears to forty (40) hours, multiplied by eight (8) hours, without a reduction in pay. For example, a part time employee whose position hours are 24 per week is entitled to 4.8 hours off work on a holiday ( $24/40 \times 8 = 4.8$ ). Hereafter, the number of hours produced by this calculation will be referred to as the "part time employee's holiday hours."
2. **Holiday Observed on Regular Day off of Part Time Employees:** When a holiday is observed by the County on the regularly scheduled day off of a part time employee, the part time employee is entitled to observe the holiday in the amount of the "part time employee's holiday hours," without a reduction in pay, in recognition of the holiday. The employee is also entitled to received flexible pay at the rate of 1.0 times his/her base rate of pay (not including differentials) in the amount of the "part time employee's holiday hours" in recognition of his/her scheduled day off.
3. **Holiday Observed- Part Time Employees Scheduled to Work in Excess of "Part Time Employee's Holiday Hours":** When the number of hours in a part time employee's scheduled work day that falls a holiday is more than the employee's "part time employee's holiday hours," the employee must use non-sick leave accruals for the difference between the employee's scheduled work hours and the employees "part time employee's holiday hours." If the employee does not have any non-sick leave accrual balances, leave without pay (AWOP) will be authorized.

**SECTION 13 – VACATION LEAVE**

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4. **Holiday Observed- Part Time Employees Scheduled to Work Less than “Part Time Employee’s Holiday Hours”**: When the number of hours in a part time employee’s scheduled work day that fall on a holiday is less than the employee’s “part time employee’s holiday hours,” the employee is also entitled to receive flexible pay at the rate of 1.0 times his/her base rate of pay (not including differentials) for the difference between the employee’s scheduled work hours and the employee’s “part time employee’s holiday hours.”

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

**SECTION 13 – VACATION LEAVE**

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

**13.2 Vacation Accrual Rates.**

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

Employees in permanent part-time and permanent-intermittent positions shall accrue vacation benefits on a pro-rata basis as provided in Section 36-1.006 of Board Resolution No. 81/1165.

## **SECTION 13 – VACATION LEAVE**

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

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

**Example:**

1. The employee's Service Award Date is January 1, 1988.
2. The employee reaches 20 years of service on January 1, 2008.
3. January 1, 2008 is the date on which the employee is eligible to begin accruing 16.66 hours of vacation time each month.
4. The increased vacation hours will first appear on the employee's February 10, 2008 pay warrant.

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

**Example Two:**

1. An employee's Service Award Date is February 24, 1987.
2. The employee reached 20 years of service on February 24, 2007.
3. March 1, 2007 is the date on which the employee is eligible to begin accruing 16.66 hours of vacation time each month.
4. The increased vacation hours will first appear on the employee's April 10, 2007 pay warrant.

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

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

**Example One:**

1. The employee's Service Award Date is January 1, 1988.
2. The employee reached 20 years of service on January 1, 2008.
3. February 1, 2008 is the date on which the employee is eligible to begin accruing 16.66 hours of vacation time each month.

## **SECTION 14 – SICK LEAVE**

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

### **Example Two:**

1. An employee's Service Award Date is February 24, 1987.
  2. The employee reached 20 years of service on February 24, 2007.
  3. March 1, 2007 is the date on which the employee is eligible to begin accruing 16.66 hours of vacation time each month.
  4. The increased vacation hours will appear on the employee's April 10, 2007, pay warrant.
- C. **Service Award Date Defined:** An employee's Service Award Date is the first day of his/her temporary, provisional, or permanent appointment to a position in the County. If an employee is first appointed to a temporary or provisional position and then later appointed to a permanent position, the Service Award Date for that employee is the date of the first day of the temporary or provisional appointment. Employees who are separated and rehired with the County will have their Service Award Date adjusted in accordance with Section 16.2 of the Salary Regulations.

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

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

**13.5 Vacation Preference.** Preference of vacation shall be given to employees according to their seniority in their department as much as is reasonably possible.

## **SECTION 14 – SICK LEAVE**

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

**14.2 Credits to and Charges Against Sick Leave.** Sick leave credits accrue at the rate of eight (8) working hour's credit for each completed month of service, as prescribed by County Salary Regulations and memoranda of understanding. Employees who work a

## **SECTION 14 – SICK LEAVE**

portion of a month are entitled to a pro rata share of the monthly sick leave credit computed on the same basis as is partial month compensation.

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

Unused sick leave credits accumulate from year to year.

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

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

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

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

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

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

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

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

- A. Temporary Illness or Injury of an Employee. Paid sick leave credits may be used when the employee is off work because of a temporary illness or injury.
- B. Permanent Disability Sick Leave. Permanent disability means the employee suffers from a disabling physical injury or illness and is thereby prevented from engaging in

## **SECTION 14 – SICK LEAVE**

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any County occupation for which the employee is qualified by reason of education, training or experience. Sick leave may be used by permanently disabled employees until all accruals of the employee have been exhausted or until the employee is retired by the Retirement Board, subject to the following conditions:

1. An application for retirement due to disability has been filed with the Retirement Board.
  2. Satisfactory medical evidence of such disability is received by the appointing authority within thirty (30) days of the start of use of sick leave for permanent disability.
  3. The appointing authority may review medical evidence and order further examination as deemed necessary, and may terminate use of sick leave when such further examination demonstrates that the employee is not disabled, or when the appointing authority determines that the medical evidence submitted by the employee is insufficient, or where the above conditions have not been met.
- C. Communicable Disease. An employee may use paid sick leave credits when under a physician's order to remain secluded due to exposure to a communicable disease.
- D. Sick Leave Utilization for Pregnancy Disability. Employees whose disability is caused or contributed to by pregnancy, miscarriage, abortion, childbirth, or recovery therefrom, shall be allowed to utilize sick leave credit to the maximum accrued by such employee during the period of such disability under the conditions set forth below:
1. Application for such leave must be made by the employee to the appointing authority accompanied by a written statement of disability from the employee's attending physician. The statement must address itself to the employee's general physical condition having considered the nature of the work performed by the employee, and it must indicate the date of the commencement of the disability as well as the date the physician anticipates the disability to terminate.
  2. If an employee does not apply for leave and the appointing authority believes that the employee is not able to properly perform her work or that her general health is impaired due to disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth or recovery therefrom the employee shall be required to undergo a physical examination by a physician selected by the County. Should the medical report so recommend, a mandatory leave shall be imposed upon the employee for the duration of the disability.
  3. If all accrued sick leave has been utilized by the employee, the employee shall be considered on an approved leave without pay unless the employee chooses to use vacation or other non-sick leave accruals.

## **SECTION 14 – SICK LEAVE**

- E. Medical and Dental Appointments. An employee may use paid sick leave credits:
  - 1. For working time used in keeping medical and dental appointments for the employee's own care; and
  - 2. For working time used by an employee for prescheduled medical and dental appointments for an immediate family member.
- F. Emergency Care of Family. An employee may use paid sick leave credits for working time used in cases of illness or injury to an immediate family member.
- G. Death of Family Member. An employee may use paid sick leave credits for working time used because of a death in the employee's immediate family or of the employee's domestic partner, but this shall not exceed three (3) working days, plus up to two (2) days of work time for necessary travel. Use of additional accruals including sick leave when appropriate, may be authorized in conjunction with the bereavement leave at the discretion of the appointing authority.
- H. Baby/Child Bonding. To bond with the employee's newborn or placement of a child in an employee's family through adoption or foster care, an employee eligible for baby/child bonding leave pursuant to the Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) may use sick leave credits for such baby/child bonding leave.
- I. Accumulated paid sick leave credits may not be used in the following situations:
  - 1. Vacation. Paid sick leave credits may not be used for an employee's illness or injury which occurs while he is on vacation but the County Administrator may authorize it when extenuating circumstances exist and the appointing authority approves.
  - 2. Not in Pay Status. Paid sick leave credits may not be used when the employee would otherwise be eligible to use paid sick leave credits but is not in pay status.

**14.4 Administration of Sick Leave.** The proper administration of sick leave is a responsibility of the employee and the Department Head. The following procedures apply:

- A. Employee Responsibilities.
  - 1. Employees are responsible for notifying their department of an absence prior to the commencement of their work shift or as soon thereafter as possible. Notification shall include the reason and possible duration of the absence.
  - 2. Employees are responsible for keeping their department informed on a continuing basis of their condition and probable date of return to work.

## **SECTION 14 – SICK LEAVE**

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3. Employees are responsible for obtaining advance approval from their supervisor for the scheduled time of pre-arranged personal or family medical and dental appointment.
4. Employees are encouraged to keep the department advised of (1) a current telephone number to which sick leave related inquiries may be directed, and (2) any condition(s) and/or restriction(s) that may reasonably be imposed regarding specific locations and/or persons the department may contact to verify the employee's sick leave.

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

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

1. Calling the employee's residence telephone number or other contact telephone number provided by the employee if telephone notification was not made in accordance with departmental sick leave call-in guidelines. These inquiries shall be subject to any restrictions imposed by the employee under Section 14.4.A.
2. Obtaining the employee's signature on the Absence/Overtime Record, or on another form established for that purpose, as employee certification of the legitimacy of the claim.
3. Obtaining the employee's written statement of explanation regarding the sick leave claim.
4. Requiring the employee to obtain a physician's certificate or verification of the employee's illness, date(s) the employee was incapacitated, and the employee's ability to return to work, as specified above.
5. In absences of an extended nature, requiring the employee to obtain from their physician a statement of progress and anticipated date on which the employee will be able to return to work, as specified above.

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

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

**14.5 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 employee's paid time, a physical, medical examination by a licensed physician and/or psychiatric examination by a licensed physician or psychologist, and receive a report of the findings on such examination. If the examining physician or psychologist recommends that treatment for physical or mental health problems, including leave, are in the best interests of the employee or the County in relation to the employee overcoming any disability and/or performing his or her duties the appointing authority may direct the employee to take such leave and/or undergo such treatment.
- C. Leave due to temporary or permanent disability shall be without prejudice to the employee's right to use sick leave, vacation, or any other benefit to which the employee is entitled other than regular salary. The 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 (2) weeks in duration, the appointing authority may order the employee to undergo at County expense a physical, medical, and/or psychiatric examination by a licensed physician, and may consider a report of the findings on such examination. If the report shows that such employee is physically or mentally incapacitated for the performance of duty, the appointing authority may take such action as he/she deems necessary in accordance with appropriate provisions of this MOU.
- E. Before an employee is placed on an unpaid leave of absence or suspended because of physical or mental incapacity under (A) or (B) above, the employee shall be given notice of the proposed leave of absence or suspension by letter or memorandum, delivered personally or by certified mail, containing the following:

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1. a statement of the leave of absence or suspension proposed;
  2. the proposed dates or duration of the leave or suspension which may be indeterminate until a certain physical or mental health condition has been attained by the employee;
  3. a statement of the basis upon which the action is being taken;
  4. a statement that the employee may review the materials upon which the action is taken;
  5. a statement that the employee has until a specified date (not less than seven (7) workdays from personal delivery or mailing of the notice) to respond to the appointing authority orally or in writing.
- F. Pending response to the notice the appointing authority for cause specified in writing may place the employee on a temporary leave of absence, with pay.
- G. The employee to whom the notice has been delivered or mailed shall have seven (7) workdays to respond to the appointing authority either orally or in writing before the proposed action may be taken.
- H. After having complied with the notice requirements above, the appointing authority may order the leave of absence or suspension in writing stating specifically the basis upon which the action is being taken, delivering the order to the employee either personally or by certified mail, effective either upon personal delivery or deposit in the U.S. Postal Service.
- I. An employee who is placed on leave or suspended under this section may, within ten (10) calendar days after personal delivery or mailing to the employee of the order, appeal the order in writing through the Director of Human Resources to the Merit Board. Alternatively, the employee may file a written election with the Director of Human Resources waiving the employee's right to appeal to the Merit Board in favor of appeal to a Disability Review Arbitrator.
- J. In the event of an appeal either to the Merit Board or the Disability Review Arbitrator, the employee has the burden of proof to show that either:
1. the physical or mental health condition cited by the appointing authority does not exist, or
  2. the physical or mental health condition does exist, but it is not sufficient to prevent, preclude, or impair the employee's performance of duty, or is not sufficient to endanger the health or safety of the employee, other employees, or the public.

## **SECTION 15 – WORKERS' COMPENSATION, CONTINUING PAY, AND STATE DISABILITY INSURANCE**

- K. If the appeal is to the Merit Board, the order and appeal shall be transmitted by the Director of Human Resources to the Merit Board for hearing under the Merit Board's Procedures, Section 1114-1128 inclusive. Medical reports submitted in evidence in such hearings shall remain confidential information and shall not be a part of the public record.
- L. If the appeal is to a Disability Review Arbitrator, the employee (and his/her representative) will meet with the County's representative to mutually select the Disability Review Arbitrator, who may be a de facto arbitrator, or a physician, or a rehabilitation specialist, or some other recognized specialist mutually selected by the parties. The arbitrator shall hear and review the evidence. The decision of the Disability Review Arbitrator shall be binding on both the County and the employee.
- Scope of the Arbitrator's Review.
1. The arbitrator may affirm, modify or revoke the leave of absence or suspension.
  2. The arbitrator may make his/her decision based only on evidence submitted by the County and the employee.
  3. The arbitrator may order back pay or paid sick leave credits for any period of leave of absence or suspension if the leave or suspension is found not to be sustainable, subject to the employee's duty to mitigate damages.
  4. The arbitrator's fees and expenses shall be paid one-half by the County and one-half by the employee or employee's association.
- M. It is understood that the benefits specified in Section 14 – Sick Leave and Section 15 – Workers' Compensation shall be coordinated with the rehabilitation program as determined by the labor-management committee.
- N. No employee who has been granted a leave without pay or unpaid military leave shall accrue any sick leave credits during the time of such leave, nor shall an employee who is absent without pay accrue sick leave credits during the absence.

## **SECTION 15 – WORKERS' COMPENSATION, CONTINUING PAY, AND STATE DISABILITY INSURANCE**

**15.1 Workers' Compensation and Continuing Pay.** A permanent employee shall continue to receive the appropriate percent of regular monthly salary, for all accepted claims filed before January 1, 2000. For all accepted claims filed with the County on or after January 1, 2000, the percentage of pay for employees entitled to Workers' Compensation shall be 86% except as provided below. For all accepted claims filed with the County on or after January 1, 2007, the percentage of regular monthly salary for employees entitled to Workers' Compensation shall be decreased from eighty-six percent (86%) to eighty percent (80%). For all accepted claims filed with the County on or after January 1, 2008, the percentage of regular monthly salary for employees entitled to

## **SECTION 15 – WORKERS' COMPENSATION, CONTINUING PAY, AND STATE DISABILITY INSURANCE**

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Workers' Compensation shall be decreased from eighty percent (80%) to seventy-five percent (75%). If Workers' Compensation becomes taxable, the County agrees to restore the original benefit level (100% of monthly salary) and the parties shall meet and confer with respect to funding the increased cost.

- A. Waiting Period. Employees who leave work as a result of an on-the-job injury will have the balance of that day charged to continuing pay, sick leave and/or vacation accruals. This will be considered as the last day worked for purposes of determining Workers' Compensation benefits.

A permanent employee shall receive the authorized percentage of regular salary during any period of compensable temporary disability absence. "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 permanent, the salary provided in this Section shall terminate. The employee shall return to the County all temporary disability payments received by him/her from any County funded wage replacement program.

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 salary payments are made.

The maximum period for the described salary continuation for any one injury or illness shall be one year from the date of temporary disability.

- B. Continuing Pay. A permanent employee shall receive the appropriate percentage as outlined above of regular monthly salary during any period of compensable temporary disability not to exceed one year. Payment of continuing pay and/or temporary disability compensation shall be made in accordance with Part 2, Article 3 of the Workers' Compensation Laws of California. All continuing pay under the Workers' Compensation Program will be cleared through the County Administrator's Office, Risk Management Division. "Compensable temporary disability absence" for the purpose of this Section, is any absence due to work connected disability which qualifies for temporary disability compensation set forth in Part 2, Article 3 of the Workers' Compensation Laws of California. When any disability becomes medically permanent and stationary and/or reaches maximum medical improvement, the salary provided by this Section shall terminate. No charge shall be made against sick leave or vacation for these salary payments. Sick leave and vacation rights shall not accrue for those periods during which continuing pay is received.

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

Continuing pay begins at the same time that temporary Workers' Compensation benefits commence and continues until either the member is declared medically

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

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

**15.2 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

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

## **SECTION 15 – WORKERS' COMPENSATION, CONTINUING PAY, AND STATE DISABILITY INSURANCE**

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

State Disability benefit payments will be sent directly to the employees by the State of California.

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

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

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

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

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

Employees with no sick leave balance at the beginning of their SDI integration period may use any other accruals without reference to the SDI Integration Program.

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

Employees may contact the Human Resources Department, Benefits Division, for assistance in resolving problems.

## **SECTION 16 – CATASTROPHIC LEAVE BANK**

**15.5 Method of Integration.** For purposes of integration with the SDI program, all full-time employees' schedules will be converted to 8-hour/5-day weekly work schedules during the period of integration.

The formula for full-time employees' sick leave integration charges is shown below:

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

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

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

**15.7 No Buy-Back** – Employees will not be allowed to buy back sick leave hours used by the employee while on SDI.

## **SECTION 16 – CATASTROPHIC LEAVE BANK**

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

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

### **16.2 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

## **SECTION 16 – CATASTROPHIC LEAVE BANK**

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

- 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.
- C. To receive credits under this plan, an employee must have permanent status, must have exhausted all time off accruals to a level below eight (8) hours total, have applied for a medical leave of absence and have medical verification of need.
- D. Donations are irrevocable unless the donation to the eligible employee is denied. Donations may be made in hourly blocks with a minimum donation of not less than four (4) hours from balances in the vacation, holiday, 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.
- E. 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.
- F. 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.
- G. 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.
- H. No employee will have any entitlement to catastrophic leave benefits. The award of Catastrophic Leave will be at the sole discretion of the committee, both as to amounts of benefits awarded and as to persons awarded benefits. Benefits may be denied, or awarded for less than six (6) months. The committee will be entitled to limit benefits in accordance with available contributions and to choose from among eligible applicants, on an anonymous basis, those who will receive benefits, except for hours donated to a specific employee. In the event a donation is made to a specific employee and the committee determines the employee does not meet the

## **SECTION 17 – LEAVE OF ABSENCE**

Catastrophic Leave Bank criteria, the donating employee may authorize the hours to be donated to the bank or returned to the donor's account. The donating employee will have fourteen (14) calendar days from notification to submit his/her decision regarding the status of their donation, or the hours will be irrevocably transferred to the Catastrophic Leave Bank.

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

### **SECTION 17 – LEAVE OF ABSENCE**

**17.1 Leave Without Pay.** Any employee who has permanent status may be granted a leave of absence without pay upon written request, approved by the appointing authority. Leaves under the Pregnancy Disability Leave Act (PDL), Family and Medical Leave Act (FMLA), and California Family Rights Act (CFRA) will be considered in accordance with applicable state and federal law, and Section 17.5.

**17.2 General Administration – Leaves of Absence (Non- Statutory).** Requests for leave of absence without pay shall be made in writing and shall state specifically the reason for the request, the date when it is desired to begin the leave, and the probable date of return.

- A. Leave without pay may be granted for any of the following reasons that are not otherwise covered by FMLA, CFRA, and PDL:
  1. Employee's own illness, disability, or serious health condition;
  2. pregnancy or pregnancy disability;
  3. to bond with the employee's newborn or with a child who is placed in an employee's family for adoption or foster care;
  4. family care to care for a spouse, child, parent, or domestic partner who has a serious health condition;
  5. to take a course of study such as will increase the employee's usefulness on return to a position within the County;
  6. for other reasons or circumstances acceptable to the appointing authority.
- B. An employee must request a leave of absence 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 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

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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. Whenever an employee who has been granted a leave of absence desires to return before the expiration of such leave, the employee shall provide notice to the appointing authority in writing at least two (2) days in advance of the proposed return. The Human Resources Department shall be notified promptly of such return.
- E. The decision of the appointing authority to deny a leave or early return from leave shall be subject to appeal to the Director of Human Resources and not subject to appeal through the grievance procedure set forth in this MOU.

**17.3 Furlough Days Without Pay.** The existing VTO program shall be continued for the life of the contract.

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

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

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

**17.5 Leaves Pursuant to Family and Medical Leave Act (FMLA), California Family Rights Act (CFRA), & Pregnancy Disability Leave Act (PDL).**

- A. FMLA: Upon request to the appointing authority, any employee who meets the legal eligibility requirements for FMLA shall be entitled to at least twelve (12) weeks of FMLA, which may be extended for up to an additional six (6) weeks of leave with the same FMLA protections, for a total of eighteen (18) weeks, during a rolling twelve (12) month period (measured backward from the date an

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employee uses any FMLA leave), less if so requested by the employee for a qualifying reason in accordance with federal laws. FMLA leave will run concurrently with CFRA and PDL leaves to the extent permitted by law.

- B. **CFRA:** Upon request of the appointing authority, any employee who meets the legal eligibility requirements for CFRA shall be entitled to at least twelve (12) weeks of CFRA leave during a rolling twelve (12) month period, measured backward from the date an employee uses any CFRA leave (less if so requested by the employee) for a qualifying reason in accordance with state law. CFRA leave will run concurrently with FMLA leave to the extent permitted by law, except that CFRA leave will not run concurrently with pregnancy disability leave under the PDL.
- C. **PDL:** Upon request of the appointing authority, any employee who meets the legal eligibility requirements for PDL shall be entitled to up to four (4) months of PDL as provided in state law. PDL will not run concurrently with applicable CFRA leave.

**17.6 Medical Certification.** The employee may be asked to provide medical certification of the need for family care, pregnancy disability, or medical leave pursuant to 17.2.A above, or for FMLA, CFRA, and/or PDL. Leave for periods of family care, pregnancy disability, or medical leave that are not covered by FMLA, CFRA, or PDL, or that exceed the leave allowed under the FMLA, CFRA, and/or PDL, may be granted at the discretion of the appointing authority.

**17.7 Intermittent Use of Leave.** The FMLA/CFRA/PDL 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 leave may include use of appropriate available paid leave accruals when accruals are used to maintain pay status, but use of such accruals is not required beyond that specified in Section 17.11 -Leave Without Pay – Use of Accruals. When paid leave accruals are used for FMLA, CFRA and/or PDL, such time shall be counted as a part of the leave entitlement.

**17.8 Aggregate Use for Spouses (FMLA Only).** Employees requesting FMLA leave for birth, adoption, or foster care of a child are required to advise their appointing authority(ies) when their spouse is also employed by the County. A determination will then be made as to whether the FMLA leave is limited to an aggregate amount for both employees as provided in the FMLA.

**17.9 Definitions.** For medical and family care leaves of absence under Section 17.2.A,, the following definitions apply. FMLA, CFRA, and PDL definitions will be as set forth in state and federal laws:

- 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.

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- 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: An unmarried person, eighteen (18) years or older, to whom the employee is not related and with whom the employee resides and shares the common necessities of life.
- E. Serious Health Condition: An illness, injury, impairment, or physical or mental condition which warrants the participation of a family member to provide care during a period of treatment or supervision and involves either inpatient care in a hospital, hospice or residential health care facility or continuing treatment or continuing supervision by a health care provider (e.g. physician or surgeon) as defined by state and federal law.
- F. Certification for Medical Leave: When requesting medical leave (including FMLA/CFRA leave) for the employee or employee's family member, the employee must provide a written/electronic medical certification from a health care provider of a person for whose care the leave is being taken or for the employee's own serious health condition which need not identify the diagnosis or serious health condition involved, but shall contain:
  - 1. the date, if known, on which the serious health condition commenced;
  - 2. the probable duration of the condition;
  - 3. for family care an estimate of the frequency and duration of the leave required to render care or supervision for the family member;
  - 4. for an employee's serious health condition, a statement whether the employee is able to work or is unable to perform one or more of the essential functions of their 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.

**17.10 Group Health Plan Coverage.** Employees who were members of one of the group health plans prior to commencement of their leave of absence can maintain their health plan coverage with the County contribution by maintaining their employment in pay status as described in Section 17.11 – Leave Without Pay – Use of Accruals. During the twelve (12) weeks of approved leave the County will continue its contribution for such health plan coverage even if accruals are not available for use to maintain pay status as required under Section 17.11 – Leave Without Pay - Use of Accruals. In order to maintain such coverage,

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employees are required to pay timely the full employee contribution to maintain their group health plan coverage, either through payroll deduction or by paying the County directly.

### **17.11 Leave Without Pay - Use of Accruals.**

- A. **All Leaves of Absence.** During the first twelve (12) month period of any leave of absence without pay, an employee may elect to maintain pay status each month by using available sick leave (if so entitled under Section 14.3 - Policies Governing the Use of Paid Sick Leave), vacation, floating holiday, compensatory time off or other accruals or entitlements; in other words, during the first twelve (12) months, a leave of absence without pay may be "broken" into segments and accruals used on a monthly basis at the employee's discretion. After the first twelve (12) months, the leave period may not be "broken" into segments and accruals may not be used, except when required by SDI/Sick Leave Integration under Section 15.3 – State Disability Insurance (SDI) General Provisions, or as provided in the sections below.
- B. **Leave of Absence/Long-Term Disability (LTD) Benefit Coordination.** An eligible employee who files an LTD claim and concurrently takes a leave of absence without pay will be required to use accruals during the LTD waiting period. After the LTD waiting period, an eligible employee may choose to maintain further pay status only as allowed under subsection 17.11.A (All Leaves of Absence) herein. However, LTD benefit payments will be reduced by any accruals used.
- C. Sick leave accruals may not be used during any leave of absence, except as allowed under Section 14.3 - Policies Governing the Use of Paid Sick Leave.

### **17.12 Leave of Absence Replacement and Reinstatement.**

- A. **Non-Statutory Leaves:** Any permanent employee who requests reinstatement to the classification held by the employee in the same department at the time the employee was granted a leave of absence, shall be reinstated to a position in that classification and department and then only on the basis of seniority. In case of severance from service by reason of the reinstatement of a permanent employee, the provisions of Section 11.E - Seniority, Workforce Reduction, Layoff, and Reassignment shall apply.
- B. **Statutory Leaves:** An employee's right to reinstatement to the same of equivalent position at the end of an FMLA, CFRA, or PDL leave will be provided for in accordance with the applicable law.

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

## **SECTION 18 – JURY DUTY AND WITNESS DUTY**

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

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

**17.16 Time Off to Vote.** Employees represented by the Union who do not have sufficient time outside of working hours to vote at a statewide election, may, without loss of pay, take off enough working time which will enable the employee to vote.

No more than two (2) hours of the time taken off for voting shall be without loss of pay. The time off for voting shall be only at the beginning or end of the regular working shift, whichever allows the most free time for voting and the least time off from the regular working shift.

Any employee seeking time off to vote under the provisions of this Section must submit a written request at least two (2) working days in advance to his or her immediate supervisor stating the following: name; job classification; department; a statement "I am a registered voter"; geographic location and address of the employee's polling place; amount of time requested and whether it is to be at the beginning or end of the employee's regular workday; and a clear statement as to why the employee is unable to vote during the regular hours that the polls are open.

## **SECTION 18 – JURY DUTY AND WITNESS DUTY**

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

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

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

If summoned for jury duty in a Superior, 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.

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:

## **SECTION 18 – JURY DUTY AND WITNESS DUTY**

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

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

An employee on short notice standby to report to court, whose job duties make short notice response impossible or impractical, shall be given alternate work assignments for those days to enable them to respond to the court on short notice.

When an employee is required to serve on jury duty, the County will adjust that employee's work schedule to coincide with a Monday to Friday schedule for the remainder of their service, unless the employee requests otherwise. Participants in 9/80 or 4/10 work schedules will not receive overtime or compensatory time credit for jury duty on their scheduled days off.

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

**18.2 Witness Duty.** Employees called upon as a witness or an expert witness in a case arising in the course of their work or the work of another department may remain in their regular pay status and turn over to the County all fees and expenses paid to them (other than mileage allowances) or they make 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 Section 18.1 above. Employees shall advise their department as soon as possible if scheduled to appear for witness duty. Permanent intermittent employees are entitled to paid witness duty only for those days on which they were previously scheduled to work.

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

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

**19.1 Health Plan Coverages.**

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

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

**Medical Plans:**

All employees will have access to the following medical plans:

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

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

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

**19.2 Monthly Premium Subsidy:**

A. The monthly premium subsidy in effect on January 1, 2015, for each medical and/or dental plan, is a set dollar amount and is not a percentage of the premium charged by the plan. The County will pay the following monthly premium subsidy:

<b>Health &amp; Dental Plans</b>	<b>Employee</b>	<b>Employee +1 Dependent</b>	<b>Employee +2 or More Dependents</b>
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

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

Health Net HMO Plans	\$627.79	\$1,540.02	\$1,540.02
Health Net PPO Plans	\$604.60	\$1,436.25	\$1,436.25
Kaiser High Deductible Health Plan	\$478.91	\$1,115.84	\$1,115.84
Delta Dental PPO with CCHP A or B	\$41.17	\$93.00	\$93.00
Delta Dental PPO with Kaiser or Health Net	\$34.02	\$76.77	\$76.77
Delta Dental PPO without a Health Plan	\$43.35	\$97.81	\$97.81
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 health and/or dental plan provider not listed above, the amount of the premium subsidy that the County will pay to that health and/or dental plan provider for employees and their eligible family members shall not exceed the amount of the premium subsidy that the County would have paid to the former plan provider.
  
- C. In the event that the County premium subsidy amounts are greater than one hundred percent (100%) of the applicable premium of any health and/or dental plan, for any plan year, the County’s contribution will not exceed one hundred percent (100%) of the applicable plan premium.
  
- D. **Joint Labor/Management Benefit Committee.**
  - 1. The Unions and County agree to create a Joint Labor/Management Benefit Committee (“Benefit Committee”). The Benefit Committee will be composed of two (2) representatives (not including Union/Association staff) from each Union/Association in the County and Management representatives to be determined. The Benefit Committee replaces the existing Healthcare Oversight Committee. The existing Healthcare Coalition will remain but may meet quarterly. The Benefit Committee will convene no later than February 1, 2016, after ratification of this Agreement.
  
  - 2. The Benefit Committee will convene in order to 1) select a replacement medical or dental plan in the event that a plan listed in this Section 20 is no longer available; 2) design a wellness program; 3) discuss future medical, dental, or vision plan design; or 4) assess the future impact of any excise tax pursuant to the federal Patient Protection and Affordable Care Act (“ACA”) (42 U.S.C § 18081) on any high cost medical plans offered by the County. If the Benefits Committee is selecting a replacement medical or dental plan for a plan that is no longer available, the selection must be unanimously agreed upon by the Union/Association representatives on the Committee and any such selected plan will be available to employees represented by the Unions and incorporated into their respective MOUs after ratification by each Union/Association.
  
  - 3. Immediately upon adoption of an overall contract extension package agreement, the County and the Coalition Union/Association Benefit Committee representatives will work together as equal partners to 1) identify a new medical plan carrier to replace Health Net, and 2) explore the costs of

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

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CalPERS Health and other plan options including but not limited to the SEIU Taft-Hartley Trust plans as possible future replacements with the goal of beginning with the 2020 plan year. Any replacement plans selected must not increase the County's retiree health costs.

4. The new medical plan carrier that will replace Health Net must include an HMO plan and one plan providing out-of-network provider coverage.
5. Once all nine (9) Coalition Union/Association representatives on the Benefit Committee and the County have agreed on the new medical plan carrier to replace Health Net, the new medical plan will replace Health Net for all Coalition Unions/Associations the following January 1.
6. Each year, County will coordinate a team composed of the County, the County's benefits consultant, and Union/Association Benefit Committee representatives to work as equal partners to provide input for the annual negotiations with the medical plan providers over the plan premiums for the next plan year. The team will have authority to make information requests, request and observe presentations by the County's healthcare consultant regarding premium rates and ask questions, and help guide the strategy of the County in the annual negotiations.
7. County and Unions/Associations of the Coalition will jointly work to educate employees regarding the cost benefits of lower cost plans, including the Kaiser High Deductible Health Plan.
8. County and Union/Association Benefit Committee representatives will jointly work as equal partners to seek plan design changes across all plans that would reduce costs and improve quality of care.
9. During the term of the 2022-2026 MOU, the parties will utilize the existing Joint-Labor Management Benefits Committee as a forum for exploring the options for a healthcare trust or savings vehicle for retirement. The County Benefits Manager, Human Resources Director, and relevant benefits consultants will participate in these discussions.

### **19.3 Retirement Coverage:**

#### **A. Upon Retirement:**

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

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

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health/dental plan monthly premium subsidies set forth in Section 19.2 for eligible retirees and their eligible family members.

2. Any person who becomes age 65 on or after January 1, 2010 and who is eligible for Medicare must immediately enroll in Medicare Parts A and B.
  3. For employees hired on or after January 1, 2010 and their eligible family members, no monthly premium subsidy will be paid by the County for any health and/or dental plan after they separate from County employment. However, any such eligible employee who retires under the Contra Costa County Employees' Retirement Association ("CCCERA") may retain continuous coverage of a county health or dental plan provided that (i) he or she begins to receive a monthly retirement allowance from CCCERA within 120 days of separation from County employment and (ii) he or she pays the full premium cost under the health and/or dental plan without any County premium subsidy.
- B. Employees Who File For Deferred Retirement: Employees, who resign and file for a deferred retirement and their eligible family members, may continue in their County group health and/or dental plan under the following conditions and limitations.
1. Health and dental coverage during the deferred retirement period is totally at the expense of the employee, without any County contributions.
  2. Life insurance coverage is not included.
  3. To continue health and dental coverage, the employee must:
    - a. be qualified for a deferred retirement under the 1937 Retirement Act provisions;
    - b. be an active member of a County group health and/or dental plan at the time of filing their deferred retirement application and elect to continue plan benefits;
    - c. be eligible for a monthly allowance from the Retirement System and direct receipt of a monthly allowance within twenty-four (24) months of application for deferred retirement; and
    - d. file an election to defer retirement and to continue health benefits hereunder with the County Benefits Division within thirty (30) days before separation from County service.
  4. Deferred retirees who elect continued health benefits hereunder and their eligible family members may maintain continuous membership in their County health and/or dental plan group during the period of deferred retirement by paying the full premium for health and dental

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

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coverage on or before the 10<sup>th</sup> 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 coverage pursuant to subsection A above, as similarly situated retirees who did not defer retirement.

5. Deferred retirees may elect retiree health benefits hereunder without electing to maintain participation in their County health and/or dental plan during their deferred retirement period. When they begin to receive retirement benefits they will qualify for the same health and/or dental coverage pursuant to subsection A above, as similarly situated retirees who did not defer retirement, provided reinstatement to a County group health and/or dental plan will only occur following a three (3) full calendar month waiting period after the month in which their retirement allowance commences.
  6. Employees who elect deferred retirement will not be eligible in any event for County health and/or dental plan subvention unless the member draws a monthly retirement allowance within twenty-four (24) months after separation from County service.
  7. Deferred retirees and their eligible family members are required to meet the same eligibility provisions for retiree health/dental coverage, as similarly situated retirees who did not defer.
- C. Employees Hired After December 31, 2006. - Eligibility for Retiree Health Coverage: All employees hired after December 31, 2006 are eligible for retiree health/dental coverage pursuant to subsections A and B, above, upon completion of fifteen (15) years of service as an employee of Contra Costa County. For purposes of retiree health eligibility, one year of service is defined as one thousand (1,000) hours worked within one anniversary year. The existing method of crediting service while an employee is on an approved leave of absence will continue for the duration of this Agreement.
- D. Subject to the provisions of Section 19.3 subparts A, B, and C and upon retirement and for the term of this Agreement, the following employees (and their eligible family members) are eligible to receive a monthly premium subsidy for health and/or dental plans or are eligible to retain continuous coverage of such plans: employees, and each employee who retires from a position or classification that was represented by this bargaining unit at the time of his or her retirement.
- E. For purposes of this Section 19.3 only, “eligible family members” does not include Survivors of employees or retirees.

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

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

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

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

### **A. Health Insurance**

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

### **B. Dental Insurance**

1. Eligible Dependents all dental plans:
  - a. Employee's Legal Spouse
  - b. Employee's qualified domestic partner
  - c. Employee's Disabled Child who is over age 19, unmarried; and, incapable of sustaining employment due to a physical or mental disability that existed prior to the child's attainment of age 19.
2. 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

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

- 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.

### **19.6 Dual Coverage:**

- A. Each employee and retiree may be covered only by a single County health (and/or dental) plan, including a CalPERS plan. For example, a County employee may be covered under a single County health and/or dental plan as either the primary insured or the dependent of another County employee or retiree, but not as both the primary insured and the dependent of another County employee or retiree.
- B. All dependents, as defined in Section 19.5, Family Member Eligibility Criteria, may be covered by the health and/or dental plan of only one spouse or one domestic partner. For example, when both parents are County employees, all of their eligible children may be covered as dependents of either the parent, but not both.
- C. For purposes of this Section 19.6 only, “County” includes the County of Contra Costa and all special districts governed by the Board of Supervisors, including, but not limited to, the Contra Costa County Fire Protection District.

### **19.7 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 19.2.A. In total, the County will pay the following amounts for the 2016 plan year:

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

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- B. For the plan year that begins on January 1, 2017, and for the plan year that begins January 1, 2018, 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 19.7.A., above, for medical plans.
- C. 2016 Plan Premium Amounts: For purposes of calculating the County and Employee cost-sharing increases described in 19.2.B, above, the following are the 2016 total monthly medical plan premium amounts:

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

- D. Notwithstanding subsections A. and B. of 19.7, above, beginning the month following a special open enrollment in the 2017 plan year, the County will pay for active employees the following total amounts for the Kaiser Permanente Health Plan A:

Medical Plan	Employee	Employee +1 Dependent	Employee +2 or More Dependents
Kaiser Permanente Health Plan A	\$496.07	\$938.73	\$1,623.57

For the 2018 plan year during the term of the agreement, the premium increase cost-sharing referenced in subsection 19.7.B., above, for the Kaiser Permanente Plan A only will be in addition to the amounts paid by the County in this subsection 19.7.D.

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

Employee Medical Plans	Monthly Premium	County Monthly Premium Subsidy	Employee Monthly Premium Cost
Contra Costa Health Plans (CCHP), Plan A	\$812.06	\$641.65	\$170.41
Contra Costa Health Plans (CCHP), Plan B	\$900.19	\$672.58	\$227.61
Kaiser Permanente Health Plan A	\$877.30	\$600.00	\$277.30

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Kaiser Permanente Health Plan B	\$697.28	\$600.00	\$97.28
Health Net HMO Plan A	\$1,677.56	\$986.18	\$691.38
Health Net HMO Plan B	\$1,166.55	\$882.34	\$284.21
Health Net PPO Plan A	\$2,340.40	\$1,226.79	\$1,113.61
Kaiser High Deductible Health Plan	\$559.68	\$559.68	\$0.00

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

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

F. 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.

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

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- 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 Mores Dependent	\$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.
- G. 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.
- H. In June of 2024, once the premium rates for the 2025 Plan Year are known, the Union may request to reopen negotiations on the subject of health care. Unless otherwise agreed by the parties, the topics for the reopener will be limited to the medical and dental plan design, as well as County and employee subsidies.

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

**19.9 Supplemental Life Insurance:** In addition to the life insurance benefits provided by this Agreement, employees may subscribe voluntarily and at their own expense for supplemental life insurance. Employees may subscribe for an amount not to exceed five hundred thousand dollars (\$500,000), of which one hundred fifty thousand dollars (\$150,000) is a guaranteed issue, provided the election is made within the required enrollment periods.

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

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

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

**19.12 Voluntary Vision Plan:** Beginning with the 2017 plan year, active permanent full-time and active permanent part-time employees will be offered the opportunity to enroll in a voluntary vision plan. Employees will pay the full premium costs of the plan. The County will contract with a provider for a voluntary vision plan with no co-pays. The vision plan is not available to temporary or permanent-intermittent employees.

**19.13 Health Savings Account 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 ate for HSAs as set forth in the United States Internal Revenue Code.
3. Funds contributed to the HSA are invested as directed by the employee. The County does not provide any recommendations or advice on investment or use of HSA funds.
4. Employees are responsible for paying any HSA account management fees charged by the HSA administrator.
5. The County does not manage or administer the HSAs.

B. For the 2019 Plan Year, the County will make a one-time contribution of five hundred dollars (\$500) into the HSA for active employees who are enrolled in the

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

Kaiser Permanente High Deductible Health Plan for the 2019 plan year and who have an HSA. The contribution will be made with the February 10, 2019 pay.

- C. For the 2020-2022 Plan Years, the County will contribute six hundred and twenty-five dollars (\$625) annually into the HSA for active employees who are enrolled in the Kaiser Permanente High Deductible Health Plan and have an HSA. The contribution will be made with the February 10 pay for the plan year.
- D. For the 2023 Plan Year and each year thereafter, the County will contribute seven hundred and fifty dollars (\$750) annually into the HSA for active employees who are enrolled in the Kaiser Permanente High Deductible Health Plan and have an HSA. The contribution will be made with the February 10 pay for the plan year.

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

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

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

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

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

**19.19 Coverage During Absences.** Employees shall be allowed to maintain their health plan coverage at the County group rate for twelve (12) months if on approved leave of absence provided that the employee shall pay the entire premium (i.e. both employer and

## **SECTION 20 – PROBATIONARY PERIOD**

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employee share) for the health plan during said leave. Said payment shall be made by the employee at a time and place specified by the County. Late payment shall result in cancellation of health plan coverage.

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

**19.20 Child Care.** The County will continue to support the concept of non-profit child care facilities similar to the “Kid’s at Work” program established in the Public Works Department.

**19.21 Health Benefit Access for Employees Not Otherwise Covered.** To access County health plans, an employee who is not otherwise eligible for health coverage by the County, must be eligible to receive an offer of coverage from the County under the federal Patient Protection and Affordable Care Act (“ACA”) (42 U.S.C. § 18081). Employees eligible to receive an offer of coverage (and qualified dependents), will be offered access to County health insurance plans. Employees will be responsible for the full premium cost of coverage.

## **SECTION 20 – PROBATIONARY PERIOD**

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

**20.2 Classes With Probation Periods Over Six/Nine Months.** Listed below are those classes represented by the Union which have probation periods in excess of nine (9) months for original entrance appointments and six (6) months for promotional appointments: None.

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

**20.4 Criteria.** The probationary period shall commence from the date of appointment. It shall not include time served in provisional or temporary appointments or any period of continuous unpaid absence exceeding fifteen (15) calendar days, except as otherwise provided by law.

For those employees appointed to permanent-intermittent positions with a nine (9) months probation period, probation will be considered completed upon serving fifteen hundred

## **SECTION 20 – PROBATIONARY PERIOD**

(1,500) hours after appointment except that in no instance will this period be less than nine (9) calendar months from the beginning of probation. If a permanent-intermittent probationary employee is reassigned to full-time, credit toward probation completion in the full-time position shall be prorated on the basis of one hundred seventy-three (173) hours per month.

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

- A. Appeal from rejection. Notwithstanding any other provisions of this section, an employee (probationer) shall have the right to appeal from any rejection during the probationary period based on political or religious affiliations or opinions, Union activities, or race, color, national origin, sex, age, disability or sexual orientation.
- B. The appeal must be written, must be signed by the employee and set forth the grounds and facts by which it is claimed that grounds for appeal exist under Subsection A and must be filed through the Director of Human Resources to the Merit Board by 5:00 p.m. on the seventh (7th) calendar day after the date of delivery to the employee of notice of rejection.
- C. The Merit Board shall consider the appeal, and if it finds probable cause to believe that the rejection may have been based on grounds prohibited in Subsection A, it may refer the matter to a Hearing Officer for hearing, recommended findings of fact, conclusions of law and decision, pursuant to the relevant provisions of the Merit Board rules in which proceedings the rejected probationer has the burden of proof.
- D. If the Merit Board finds no probable cause for a hearing, it shall deny the appeal. If, after hearing, the Merit Board upholds the appeal, it shall direct that the appellant be reinstated in the position and the appellant shall begin a new probationary period unless the Merit Board specifically reinstates the former period.

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

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

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

## **SECTION 21 – PROMOTION**

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

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

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

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

## **SECTION 21 – PROMOTION**

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

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

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

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

## **SECTION 22 – TRANSFER**

- A. An evaluation of the position(s) in question must show that the duties and responsibilities have significantly increased and constitute a higher level of work.
- B. The incumbent of the position must have performed at the higher level for one (1) year.
- C. The incumbent must meet the minimum education and experience requirements for the higher class.
- D. The action must have approval of the Director of Human Resources.
- E. The Union approves such action.

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

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

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

**21.7 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 County expense.

## **SECTION 22 – TRANSFER**

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

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

## **SECTION 22 – TRANSFER**

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- B. the employee shall have permanent status in the merit system and shall be in good standing;
- C. the appointing authority or authorities involved in the transaction shall have indicated their agreement in writing;
- D. the employee concerned shall have indicated agreement to the change in writing;
- E. the Director of Human Resources shall have approved the change.

Notwithstanding the foregoing, transfer may also be accomplished through the regular appointment procedure provided that the individual desiring transfer has eligibility on a list for a class for which appointment is being considered.

**22.2 Transfer Without Examination.** With the approval of the appropriate appointing authority/authorities and the consent of the employee, the Director of Human Resources may transfer an employee from one job classification to another job classification without examination under the following conditions:

- A. the duties and responsibilities of the position from which the employee is being transferred are within the occupational area or directly associated with the duties and responsibilities of the position to which the employee is being transferred.
- B. the employee must possess the minimum qualifications for the job classification to which the employee is being transferred.
- C. the employee must serve the probationary period required for the classification into which the employee is being transferred.
- D. an employee rejected during the probationary period or who resigns during the probationary period for other than disciplinary reasons shall have the right at that time to be restored to a position in the classification in the department from which the employee was transferred.

The Director of Human Resources, upon request, will provide written justification for invoking this section.

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

## **SECTION 23 – RESIGNATIONS**

### **22.4 Miscellaneous Assignments.**

- A. Vacancies which do not involve the supervision of Social Casework Specialists, or are not covered by Section 38.g, shall be open for bid to all employees covered by this agreement in accordance with provisions of Section 35 - Performance Evaluation.
- B. When an employee covered by this agreement is appointed to an out of class appointment to a position outside of this bargaining unit, but within the Department, and such appointment is due to the lack of an eligible list, the Department shall request County Human Resources to schedule an examination for said classification except where extenuating circumstances exist.
- C. Social Work Supervisors II with Emergency response experience will be given primary consideration in assigning substitute supervisors to the after-hours Emergency Response Program. All such Social Work Supervisors II will be given the opportunity annually to be placed on the substitute supervisor list in order to be eligible to receive overtime pay for the after-hours Emergency Response Program.

## **SECTION 23 – RESIGNATIONS**

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

**23.1 Resignation in Good Standing.** A resignation giving the appointing authority written notice at least two (2) weeks in advance of the last date of service (unless the appointing authority requires a longer period, up to four (4) weeks, for a specific reason, or consents to the employee's terminating on shorter notice) is a resignation in good standing.

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

- A. An employee has been absent from duty for five (5) consecutive working days without leave; and
- B. five (5) more consecutive working days have elapsed without response by the employee after the mailing of a notice of resignation by the appointing authority to the employee at the employee's last known address.
- C. The letter to the employee will include a document that gives the employee the option of authorizing the County to provide his/her union with a copy of the constructive resignation letter. If the employee signs the authorization document and returns it to the appointing authority, the appointing authority will thereafter, within one work day, provide a copy of the constructive resignation letter to the employee's union, as authorized.

## **SECTION 24 – DISMISSAL, SUSPENSION AND DEMOTION**

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

**23.4 Revocation.** A resignation that is effective is revocable only by written concurrence of the employee and the appointing authority, except that an oral resignation rescinded in writing by the end of the workday following the oral resignation will be accepted by the appointing authority.

### **23.5 Coerced Resignations.**

- A. Time Limit. A resignation which the employee believes has been coerced by the appointing authority may be revoked within seven (7) calendar days after its expression, by serving written notice on the Director of Human Resources and a copy on the appointing authority.
- B. Reinstatement. If the appointing authority acknowledges that the employee could have believed that the resignation was coerced, it shall be revoked and the employee returned to duty effective on the day following the appointing authority's acknowledgment without loss of seniority or pay.
- C. Contest. Unless, within seven (7) days of the receipt of the notice, the appointing authority acknowledges that the resignation could have been believed to be coerced, this question should be handled as an appeal to the Merit Board. In the alternative, the employee may file a written election with the Director of Human Resources waiving the employee's right of appeal to the Merit Board in favor of the employee's appeal rights under the grievance procedure contained in Section 25 – Grievance Procedure of the MOU beginning with Step 3.
- D. Disposition. If a final decision is rendered that determines that the resignation was coerced, the resignation shall be deemed revoked and the employee returned to duty effective on the day following the decision but without loss of seniority or pay, subject to the employee's duty to mitigate damages.

## **SECTION 24 – DISMISSAL, SUSPENSION AND DEMOTION**

**24.1 Sufficient Cause for Action.** The appointing authority may dismiss, suspend, or demote any employee for cause. 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,

## **SECTION 24 – DISMISSAL, SUSPENSION AND DEMOTION**

- D. disorderly conduct,
- E. incompetence or inefficiency,
- F. insubordination,
- G. being at work under the influence of liquor or drugs, carrying onto the premises liquor or drugs or consuming or using liquor or drugs during work hours and/or on County premises,
- H. neglect of duty, i.e. non-performance of assigned responsibilities,
- I. negligent or willful damage to public property or waste of public supplies or equipment,
- J. violation of any lawful or reasonable regulation or order given by a supervisor or Department Head,
- K. willful violation of any of the provisions of the merit system ordinance or Personnel Management Regulations,
- L. material and intentional misrepresentation or concealment of any fact in connection with obtaining employment,
- M. misappropriation of County funds or property,
- N. unreasonable failure or refusal to undergo any physical, medical and/or psychiatric exam and/or treatment authorized by this MOU,
- O. dishonesty or theft,
- P. excessive or unexcused absenteeism and/or tardiness,
- Q. sexual harassment, including but not limited to unwelcome sexual advances, requests for sexual favors, and other verbal, or physical conduct of a sexual nature, when such conduct has the purpose or effect of affecting employment decisions concerning an individual, or unreasonably interfering with an individual's work performance, or creating an intimidating and hostile working environment.

**24.2 Skelly Requirements.** Before taking a disciplinary action to dismiss, suspend for more than three (3) work, 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.

## **SECTION 24 – DISMISSAL, SUSPENSION AND DEMOTION**

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- C. If it is claimed that the employee has violated a rule or regulation of the County, department or district, a copy of said rule shall be included with the notice.
- D. A statement that the employee may review and request copies of materials upon which the proposed action is based.
- E. A statement that the employee has seven (7) calendar days to respond to the appointing authority either orally or in writing.

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

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

**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 any extension, the right to respond is lost.

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

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

### **24.5 Procedure on Dismissal, Suspension, or Disciplinary Demotion.**

- A. In any disciplinary action to dismiss, suspend, 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, 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 or demoted, either

## **SECTION 25 – GRIEVANCE PROCEDURE**

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

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

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

## **SECTION 25 – GRIEVANCE PROCEDURE**

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

Grievances must be filed within thirty (30) calendar days of the incident or occurrence about which the grievant claims to have a grievance. Discipline appeals utilizing the grievance procedure must be filed within the timeframe set forth in **Section 24.5 – Procedure on Dismissal, Suspension, or Disciplinary Demotion.** Grievances will be processed in the following manner:

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

**Step 2.** If a grievance is not satisfactorily resolved in Step 1 above, the grievant may submit the grievance in writing within ten (10) work days to such management official as the Department Head may designate. This formal written grievance shall state which provision

## **SECTION 25 – GRIEVANCE PROCEDURE**

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of the MOU has been misinterpreted or misapplied, how misapplication or misinterpretation has affected the grievant to the grievant's detriment, and the redress he or she seeks. A copy of each written communication on a grievance shall be filed with the Employee Relations Officer. The Department Head or his or her designee shall have ten (10) work days in which to respond to the grievance in writing. If either the union or grievant request a meeting with the Department Head or his/her designee at this step, such a meeting will be held.

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

For grievances involving appeals from disciplinary action, the Employee Relations Officer or designee will attempt to resolve the grievance. In the event that the grievance is not resolved, the Employee Relations Officer or designee will provide written notice of that fact to the grievant, the union, and the Department within fifteen (15) workdays of the date of the Step 3 meeting, unless more time is granted by mutual agreement.

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

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

**Step 5 Arbitration.** If the parties are unable to reach a resolution of the grievance at Step 4, either the Union or the County, whichever is the moving party, may require that the grievance, except those referred to in Section 25.2 below, be referred to an impartial arbitrator who shall be designated by mutual agreement between the Union and the Employee Relations Officer. Such request shall be submitted within twenty (20) work days of the completion of mediation at Step 4. Within twenty (20) work days of the request for arbitration the parties shall mutually select an arbitrator who shall render a decision within thirty (30) work days from the date of final submission of the grievance including receipt of the court reporter's transcript and post-hearing briefs, if any. The fees and expenses of the arbitrator and of the Court Reporter shall be shared equally by the Union and the County. Each party, however, shall bear the costs of its own presentation, including preparation and

## **SECTION 25 – GRIEVANCE PROCEDURE**

post hearing briefs, if any.

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

### **Expedited Board of Adjustment (EBA)**

- a. The EBA will be composed of two (2) union representatives from the unions participating in the EBA process, , no more than one (1) of whom may be an employee of the County, two (2) management members named by the County, and an impartial arbitrator. The Unions and the County will each appoint three (3) alternates who will serve as the voting members of the Board if a member(s) is/are not available. A Union Alternate from a different Union will serve as the voting member when the appointed Union Board member is from the same Union as the grievant and a County Alternate will serve as a voting member when a County Board member is from the same Department as the grievant. Each Board member will serve for a twelve (12) month term except that one member and one alternate initially appointed by each side will serve a six (6) month term so that Board member terms are staggered.
- b. The County and the Coalition Unions (hereafter “parties”) will choose an impartial arbitrator to serve as the fifth (5) member of the EBA and serve as a tie-breaker when the EBA is deadlocked. The parties will select the Arbitrator by forwarding a list of individuals acceptable to a party to the other party. The parties will continue this process until an impartial arbitrator is selected. The Arbitrator will serve a one year term, or longer, as agreed to by the parties in writing. However, the Arbitrator may be replaced at any time by agreement between the parties. The Arbitrator will render an immediate decision if the Board is deadlocked. All decisions rendered by the EBA are final and binding upon the Employer, the Union, and the employee, to the extent provided by law.
- c. Decisions rendered by the EBA must be within the scope of, and may not vary from, the express written terms of this Memorandum of Understanding.
- d. The Union and the County will each pay one-half (1/2) of the arbitrator’s fees and costs. If a majority of the EBA approves the services of a court reporter and/or other special services, the Union and the County will each pay one-half (1/2) of such expenses.

## **SECTION 25 – GRIEVANCE PROCEDURE**

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### Procedures

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

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

- A. Decisions of Arbitrators and the Expedited Board of Adjustment, on matters properly before them, are final and binding on the parties hereto, to the extent permitted by law.
- B. No Arbitrator or Expedited Board of Adjustment may entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Union which has been certified as the recognized employee organization for such unit and under such dispute falls within the definition of a grievance as set forth in Subsection 25.1 above.
- C. Proposals to add to or change this MOU or to change written agreements supplementary hereto shall not be arbitrable and no proposal to modify, amend, or terminate this MOU, nor any matter or subject arising out of or in connection with such proposals, may be referred to arbitration under this Section. No Arbitrator or Expedited Board of Adjustment has the power to amend or modify this MOU or written agreements supplementary hereto or to establish any new terms or conditions of employment.
- D. If the Employee Relations Officer, pursuant to the procedures outlined in Step 3 above or Step 4 above resolves a grievance which involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time.

## **SECTION 25 – GRIEVANCE PROCEDURE**

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

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

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

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

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

**25.7 Merit Board.**

- A. All grievances of employees in representation units represented by the Union shall be processed under Section 25 unless the employee elects to apply to the Merit Board on matters within its jurisdiction.
- B. No action under Steps 3, 4, and 5 of Section 25.1 or Step 5 of Section 25.2 above shall be taken if action on the complaint or grievance has been taken by the Merit Board, or if the complaint or grievance is pending before the Merit Board.

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

**25.9 Union Notification.** An official with whom a formal grievance is filed by a grievant who is included in a unit represented by the Union in the grievance shall give the Union a copy of the grievance.

## **SECTION 26 – BILINGUAL PROVISIONS**

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### **SECTION 26 – BILINGUAL PROVISIONS**

A salary differential of two hundred dollars (\$200.00) per month shall be paid incumbents of positions requiring bilingual proficiency as designated by the appointing authority and Director of Human Resources. Said differential shall be prorated for employees working less than full time and/or who are on an unpaid leave of absence for a portion of any given month. Designation of positions for which bilingual proficiency is required is the sole prerogative of the County.

### **SECTION 27 – RETIREMENT CONTRIBUTION**

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

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

- A. For non-safety employees who, under PEPRA, become New Members of the Contra Costa County Employees Retirement Association (CCCERA) on or after January 1, 2013, retirement benefits are governed by the California Public Employees Pension Reform Act of 2013 (PEPRA), (Chapters 296, 297, Statutes of 2012). To the extent this Agreement conflicts with any provision of PEPRA, PEPRA will govern.
- B. For employees hired by the County after June 30, 2014, who, under PEPRA, become New Members of CCCERA the cost of living adjustment to the retirement allowance will not exceed two percent (2%) per year, and the cost of living adjustment will be banked.
- C. For employees who, under PEPRA, become New Members of CCCERA, the disability provisions are the same as the current Tier III disability provisions.
- D. The County will seek legislation amending the County Employees Retirement Law of 1937 to clarify that the current Tier III disability provisions apply to non-safety employees who, under PEPRA, become New Members of CCCERA. The Union will support the legislation.

## **SECTION 30 – RESPITE LEAVE WITHOUT PAY**

### **SECTION 28 – TRAINING REIMBURSEMENT**

The Department of Employment and Human Services shall establish an annually renewable training reimbursement fund in the amount of \$5,000 for the exclusive purpose of reimbursing employees covered by this agreement for the cost of tuition, fees, books, and other employee expenses incurred in the pursuit of work related education, continuing education, or work related graduate degree. Said fund shall replace the career development training reimbursement described in the County Administrative Bulletin on Training. Reimbursement under said fund will be limited to seven hundred fifty dollars (\$750) per year.

When authorized as operationally beneficial to the Department, up to fifty dollars (\$50) of the training reimbursement fund per calendar year per employee may be used toward conference attendance or related materials not covered in the Professional Development Allowance in Section 51.d. Reimbursement under the above limits for the cost of books for career development shall be allowable.

### **SECTION 29 – MILEAGE**

**29.1 Reimbursement Rate.** Procedures and definitions relative to mileage reimbursement will be in accordance with the Administrative Bulletin on Expense Reimbursement.

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

### **SECTION 30 – RESPITE LEAVE WITHOUT PAY**

All employees represented by Local 1021 shall be granted ten (10) days respite leave without pay per fiscal year. Such leave shall be taken in increments of one (1) full day (eight (8) hours) and shall be requested in writing. Conflicting requests for respite leave shall be resolved by the Department Head or designee with preference given to employees according to their seniority in the department, as reasonably as possible. Any balance in the ten (10) days respite leave which remains at the end of the fiscal year shall not be carried over into the next fiscal year.

### **SECTION 31 – PROJECT EMPLOYEES**

**Project Employee:** An employee who is engaged in a time limited program or service by reason of limited or restricted funding. Such positions are typically funded from outside sources but may be funded from County revenues. Project classes are unique and therefore differ from other regular classes represented in the following respects:

## **SECTION 30 – RESPIRE LEAVE WITHOUT PAY**

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1. Project employees are not covered by the Merit System;
2. Project employees may be separated from service at any time without regard to the provisions of this Memorandum of Understanding, without right of appeal or hearing or recourse to the grievance procedure specified herein; and
3. Any provision of this Memorandum of Understanding which pertains to layoff or seniority are not applicable to project employees.

## **SECTION 32 – NOTICE OF NEW EMPLOYEES**

The County agrees to periodically mail to Social Services Union, Local 1021 a list of names, classifications, and the designation of permanent employment category of new employees appointed to classifications represented by Local 1021. Said periodic list will be mailed within forty-five (45) days of the end of each month.

## **SECTION 33 – PERSONNEL FILES**

A Department shall maintain only one official personnel file.

**33.1 Inspection.** Each employee, or an employee's representative so designated by written authorization of the employee, shall have the right to inspect and review the employee's personnel file upon request at reasonable times and for reasonable periods during the regular business hours of the County. Employees shall be permitted to review their personnel files at the Personnel office during their work hours. For those employees whose work hours do not coincide with the County's business hours, management shall provide a copy of the employee's personnel file for their review. The custodian of records will certify that the copy is a true and correct copy of the original file.

**33.2 Inspection Exclusions.** Documentation in the personnel file relating to the investigation of a possible criminal offense, medical records which contain a physician's admonition that the employee not see such records, and information or letters of reference shall be specifically excluded from such inspection and review.

**33.3 Removal and Release of Material.** Pre-employment reference material shall be removed from the personnel file after one (1) year of continuous employment with the County.

Medical records may be released to qualified medical authorities upon execution of a written release by the employee and with the concurrence of the County's medical authorities.

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

## **SECTION 34 – COUNSELING**

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- A. The County shall provide the employee with copies of all performance evaluation reports and letters of reprimand or warning or other negative material prior to the placement of such documents in the employee's departmental personnel file.
- B. A counseling memo placed in an employee's departmental personnel file which is not referenced in the employee's subsequent performance evaluation shall be removed from the employee's departmental personnel file upon the written request of the employee. If an employee is not evaluated when an annual performance is due, the employee may request through the Department Personnel Officer that a performance evaluation be completed. If an employee has not had a performance evaluation within eighteen (18) months subsequent to a counseling memo being placed in the employee's department personnel file, the counseling memo shall be removed from the employee's personnel file, provided that there has not been a subsequent counseling memo on the same subject in that period of time.
- C. Upon written request of the employee, copies of letters of reprimand or warning shall be sent to the Union.

**33.5 Employee Response.** The County shall afford the employee the opportunity to respond in writing to any information contained in their personnel file. Such response shall be included in the employee's personnel file.

### **SECTION 34 – COUNSELING**

Whenever an employee's job performance and/or conduct becomes less than satisfactory, counseling shall be provided by the employee's supervisor. Such counseling shall specifically state the unsatisfactory nature of the employee's performance and/or conduct and specific ways in which the employee can bring such performance and/or conduct up to the satisfactory level.

Said counseling shall be provided as soon as possible after the occurrence of the less than satisfactory performance and/or conduct. No adverse action shall be taken by the County against any employee unless such counseling has been provided and time for improvement has been given.

The employee's supervisor shall prepare written documentation of such counseling and provide a copy of the documentation to the employee.

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

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

## **SECTION 34 – COUNSELING**

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### **SECTION 35 – PERFORMANCE EVALUATION**

**35.1 Purpose.** The purpose of a performance evaluation for an employee is to measure the employee's performance against the job specifications and performance requirements of the position that the incumbent is filling. It answers the questions of how well an employee is doing in meeting the department's performance standards for this job. It satisfies a basic requirement for the employee to know where he/she stands with the organization in regard to his/her performance. It delineates areas of strengths and weaknesses. Where performance is below standard, it suggests possible ways of making improvement.

**35.2 Probationary Period.** During the probationary period, the performance evaluation is used as the last phase of an individual's examination process. Probationary employees receive a preliminary evaluation at the end of three (3) months, and a final evaluation after their fifth (5th) month of probation. An overall rating of STANDARD must be received on the final probationary evaluation in order for the employee to achieve permanent status.

**35.3 Annual Evaluation.** Once an employee achieves permanent status, the employee's performance is evaluated at least once a year. Additional evaluations may be made between these required evaluations as necessary. Evaluations will also be made when an employee or supervisor terminates, or when an employee or supervisor is reassigned to another unit and more than three (3) months have elapsed since the last written evaluation.

**35.4 Below Standard Evaluation.** In the event a permanent employee receives an overall rating of BELOW STANDARD, such employee must be reevaluated within three (3) months following the date of the report. If the employee shows no significant improvement at the end of this period, a recommendation for demotion or dismissal will be made. However, if at the end of three (3) months, there has been improvement but the employee's performance is still not at a STANDARD level, the employee may be given two (2) additional three-month periods to meet the standards if the supervisor agrees those standards will be reached during this period.

The work performance of each employee is to be rated on all of the rating factors on the appropriate form. Each of these factors has been found to be of critical importance in determining successful job performance for employees.

Individual rating factors and overall ratings of BELOW STANDARD must be substantiated in the Comments section, as well as suggestions or plans for improved performance in those areas.

If some significant aspect of performance is above the level indicated by the factor rating, this may be pointed out by a statement in the Comments section to the employee.

**35.5 Discussion With Employee.** The Rater will discuss the report with the employee and provide the employee with a copy at that time if the employee wishes to discuss the report with the Reviewer. In signing the report, the employee is merely acknowledging having seen the report; it does not indicate agreement.

## **SECTION 36 – SAFETY PROGRAM**

**35.6 Definitions of Ratings.** A factor rating of ABOVE STANDARD means that this part of the employee's work performance is consistently beyond the level expected of a competent worker in the position.

An overall rating of STANDARD means that the employee's work performance is acceptable and will result, where pertinent, in receipt of salary increment, promotion, or permanent status.

A factor rating of BELOW STANDARD means that this part of the employee's work performance is frequently below the level of a competent worker in the position and that effort should be made to improve. An overall rating of BELOW STANDARD means the employee's work performance is inadequate and may result in the loss or delay of the salary increment, demotion, dismissal, or rejection on probation.

**35.7 Appeal Procedure.** If an employee believes his/her rating is improper, he/she should discuss it with the Rater. If still not satisfied, the employee should sign the report and place an "X" in the space provided by his/her signature to indicate he/she wishes to discuss the report with the Reviewer (the Rater's immediate supervisor). Within five (5) calendar days after being given a copy of the Report of Performance Evaluation, an employee who wishes consideration in addition to the Rater's evaluation should prepare a written statement to the Reviewer as follows: 1) Identify the report by stating the date of the report, the name of the Rater, and the date the report was received; 2) Specify the ratings or comments which he/she believes are incorrect and should be changed; 3) Give facts substantiating the requested changes to these ratings or comments; 4) Keep a copy of the written request and send the original to the Reviewer. Upon receiving the written statement, the Reviewer will have five (5) calendar days to meet with the employee to consider the employee's comments and to respond in writing. The Reviewer's response shall be given to the employee. A copy of the Reviewer's response along with the employee's written statement shall be attached to the Report of Performance Evaluation. Failure to allow the foregoing procedure is subject to the grievance procedure. However, disputes over the actual content or ratings themselves in individual evaluations are not grievable.

## **SECTION 36 – SAFETY PROGRAM**

The County is committed to providing a safe work environment for our employees. To that end, health and safety standards shall be maintained in all County facilities to a maximum degree consistent with the conduct of efficient operations and regulatory agencies. The County recognizes the obligation to abide by Cal/OSHA regulations as it relates to health and safety and other relevant agencies.

The Department of Employment and Human Services shall operate a department-wide employee health and safety program. This program shall consist of:

- A. A central department Safety Committee comprised of two (2) members from each major building location. A major building location is defined as a building that houses at least 100 employees. The representatives for each major building are the Building

## **SECTION 37 – FLEXIBLE STAFFING**

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Manager/ Supervisor and an SEIU Local 1021 designee. A designated alternate attends the department safety committee meeting in the absence of the Building Manager/ Supervisor. The Department Safety Coordinator serves as chairperson. The department safety committee meets every six (6) weeks. Minutes of each meeting are recorded and distributed to all EHSD staff.

- B. All Committee members will receive training on a) accident/injury reporting procedures, b) accident/injury investigation and prevention, c) safety awareness, d) procedures by which safety concerns are handled). The training(s) are conducted through Department's Injury and Illness Prevention Program (IIPP).
- C. Notices shall be sent to all employees regarding safety incidents as required by County or departmental policy or law.
- D. Committee recommendations shall be reported to and reviewed by the Administration Bureau Director, who acts on recommendations that are within their delegated authority. All other recommendations are reported to the Department Head for review. Responses to such recommendations shall be communicated to the Safety Committee at its next regularly scheduled meeting or some other mutually agreeable period.
- E. Existing Site safety committees will continue to further extend EHSD's safety program.
- F. Safety Committee meeting time and locations will be posted in advance and meetings are open to employees. Employees who wish to attend a Safety Committee meeting during scheduled work hours must request time off in advance from their supervisor and may use non-sick leave accruals for the meeting attendance.

In addition, departments will continue to ensure a designated Safety Coordinator is selected to serve as the liaison between Risk Management and the department to address any safety issues.

## **SECTION 37 – FLEXIBLE STAFFING**

**37.1 Designation.** 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/she may then be promoted to the next higher classification within the job series without need of a classification study.

The following job classifications are flexibly staffed: None.

## **SECTION 38 – STAFFING ALLOCATIONS AND REASSIGNMENTS**

Open examinations at either level in the above mentioned classifications shall be administered upon the request of the Department Head and approval of the Director of Human Resources.

**37.2 Continuous Testing for Flexibly Staffed Classes.** Employees in a flexible staffed job series which have been determined by the Director of Human Resources as appropriate for continuous testing may apply for promotion to the next higher classification level as follows:

Applicants must file the regular Human Resources Department Application for Examination Form and where applicable, the appropriate supplemental questionnaire with the Human Resources Department. The first Friday in each month is the filing deadline for any candidate who meets the minimum qualifications at any time during that month. The names of accepted applicants will be placed on the eligible list by the first working day of the following month. Employees who file applications must notify their supervisor and their departmental personnel officer. Nothing contained in this section shall be construed as making a promotion automatic or automatically effective on the first of the month following the filing of an application. It is the responsibility of the Department that wishes to promote employees in flexibly staffed positions to submit a personnel request (certification request) prior to the first day of the month in which they wish to promote the employee. Personnel requests for promotion of employees to become effective on the first of the month must be in the Human Resources Department by the last working day of the prior month. It is the employee's responsibility to submit applications for promotion sufficiently in advance to assure receipt in the Human Resources Department by the first Friday of the month in which they become eligible for promotion.

If an error occurs in the Human Resources Department which causes a delay in the processing of an application, said error shall be corrected and the employee shall be placed on the eligible list retroactively to the first of the month following his/her eligibility.

If an operating department verifies in writing the intent to promote an employee on the first of the month following eligibility, said appointment shall be made retroactive to the first of the month following his/her eligibility.

## **SECTION 38 – STAFFING ALLOCATIONS AND REASSIGNMENTS**

On the basis of the Department's staffing distribution review, the Department may consider reassignment of staff represented by this agreement.

The following procedure shall be used:

- A. Internal moves within the Division may be made at the discretion of the Assistant Director within twenty (20) working days following publication of staff allocations.
- B. Authorized staffing levels shall be determined as needed by the Department. Vacant authorized positions shall be bid to the appropriate class in all offices for a three-day period and, as provided below, may be certified simultaneously from the appropriate

## **SECTION 38 – STAFFING ALLOCATIONS AND REASSIGNMENTS**

Eligible List, or filled as otherwise provided in the MOU or County Regulations. Where there are at least five (5) bid responses for a Social Work Supervisor II position, or four (4) bid responses for a Social Work Supervisor I or other remaining classes within the representation Unit, the Department shall only interview and select from those respondents. Where there are less than the minimum bid respondents at any point in the bid process, the Department may cert from the appropriate eligible list or fill as otherwise provided in the MOU or County regulations, provided, however, that all bid respondents will be interviewed. Authorized vacancies resulting from the bid process may automatically be certified from an appropriate eligible list. In the event of workload imbalance, upon mutual agreement between the Union and Department, bids may be limited so specific Division(s) to correct said imbalance.

- C. Employees responding to bids shall complete Department Reassignment Request Forms and submit these to the Department Personnel Unit. Such Reassignment Request Forms must be received by 5:00 p.m. on the day the bid closes.
- D. If there are less than five (5) responses to a posted bid notice and the Department is not able to otherwise fill the position, the Department may consider the bid responses and/or consider reassignment of one (1) of the three (3) least senior employees within the classification within two (2) weeks of the closing of the bid. If there are only two (2) bidders, the two (2) bidders will be considered for reassignment along with the least senior employee; if there is only one (1) bidder, that bidder will be considered for reassignment along with the two (2) least senior employees.
- E. If a vacancy occurs in the same class and in the same division from which an employee was involuntarily reassigned, the Department shall offer the position to the employee who was involuntarily reassigned. If the employee declines the offer, or voluntarily transfers after such involuntary reassignment, he/she will not be considered for any future vacancies in that Division except as provided for in 38 b. above.
- F. Positions flagged as needing a language skill or special qualifications shall be identified on bids. Only employees having such skill or meeting such qualifications shall be accepted for bid interview or for mandatory reassignments as provided in this section.
- G. Specially funded assignments, assignments of limited duration (less than six (6) months), special circumstances (which generally will be less than six (6) months) or requiring special skills, and assignments made due to reorganization, shall not be subject to procedures in this section. The Department is not limited in its description of the special circumstances described in this section which may necessitate a specific reassignment of employees.
- H. Reassignments shall not be used as a replacement for discipline. Employees on probation or in an Improvement Needed Review status shall not be reassigned. If

## **SECTION 39 – REIMBURSEMENT FOR MEAL EXPENSES**

one (1) of the least senior persons in the class is on Improvement Needed or on probation, a total of three (3) eligible least senior persons in the class will be considered for reassignment, unless the bid is limited to a specific Division in accordance with 38 b. herein, in which case the three (3) least senior persons in that specific Division will be considered for reassignment.

- I. The Department's selection decision in accordance with the procedures outlined in this section are not subject to the Grievance Procedure contained in Section 25 herein.

## **SECTION 39 – REIMBURSEMENT FOR MEAL EXPENSES**

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

## **SECTION 40 – PERSONAL PROPERTY REIMBURSEMENT**

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 employees 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.

## **SECTION 43 – PERMANENT PART-TIME EMPLOYEE BENEFITS**

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

### **SECTION 41 – LENGTH OF SERVICE DEFINITION (for service awards and vacation accruals)**

The length of service credits of each employee of the County shall date from the beginning of the last period of continuous County employment (including temporary, 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/her department.

### **SECTION 42 – 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:

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.

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

### **SECTION 43 – PERMANENT PART-TIME EMPLOYEE BENEFITS**

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

## **SECTION 47 – MODIFICATION AND DECERTIFICATION**

### **SECTION 44 - PERMANENT-INTERMITTENT EMPLOYEE SPECIAL PAYS & BENEFITS**

- A. Permanent-intermittent employees are eligible for prorated vacation and sick leave benefits.
- B. Permanent-Intermittent employees may be eligible for certain special types of pays and benefits in addition to wages under specifically defined circumstances. A list of those special pays and benefits that are applicable to permanent-intermittent employees is included as Attachment 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 the special pay or benefit does not apply to permanent-intermittent employees.

### **SECTION 45 – PROVISIONAL EMPLOYEE BENEFITS**

Provisional employees, who are not permanent employees of the County immediately prior to their provisional appointment, are eligible for vacation and sick leave benefits. Said provisional employees may participate in the County Group Health Plan Program wholly at the employee's expense. The County will not contribute to the employee's monthly premium. The employee will be responsible for paying the monthly premium appropriately and punctually. Failure to meet the premium deadline will mean automatic and immediate withdrawal from the County Group Health Plan Program and reinstatement may only be effectuated during the annual open enrollment period.

### **SECTION 46 – INDEMNIFICATION AND DEFENSE OF COUNTY EMPLOYEES**

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

### **SECTION 47 – MODIFICATION AND DECERTIFICATION**

For the duration of this MOU the following amendments to Board Resolution No. 81/1165 shall apply:

Section 34-12.008 - Unit Determination (a) shall be modified in the first paragraph to delete the ten (10) percent requirement for an employee organization intervening in the unit determination process and substitute therefore a thirty (30) percent requirement.

Section 34-12.013 - Election Procedure (b) shall be modified in the first paragraph to delete the ten (10) percent requirement for any recognized employee organization(s) to appear on the ballot and substitute therefore a thirty (30) percent requirement.

Section 34-12.016 - Modification of Representation Units shall be modified in the first sentence by adding words to the effect of "most recent" to the date of determination. This section shall be modified in the second sentence to require that petitions for modification of

## **SECTION 47 – MODIFICATION AND DECERTIFICATION**

a representation unit be filed during a period of not more than one hundred and fifty (150) days nor less than one hundred and twenty (120) days prior to the expiration of the MOU in effect. The last sentence of this section shall be modified so that modification of a representation unit shall not negate the term of an existing MOU between the County and the recognized employee organization of the unit prior to the modification proceedings.

Section 34-12.018 - Decertification Procedure shall be modified in the first sentence by adding words to the effect of "most recent" to the date of formal recognition and by requiring the petition be submitted during a period of not more than one hundred and fifty (150) days nor less than one hundred and twenty (120) days prior to the expiration of the MOU in effect.

## **SECTION 48 – UNFAIR LABOR PRACTICE**

**48.1 Filing.** Either the County or the Union may file an unfair labor practice as defined in Board of Supervisors' Resolution No. 81/1165 against the other. Allegations of an unfair labor practice, if not resolved in discussions between the parties within thirty (30) workdays from the date of receipt, may be heard and decided by a mutually agreed upon impartial third party.

**48.2 Unfair Labor Practice - County.** It is an unfair labor practice for the County to:

- A. Interfere with, restrain or coerce employees in the exercise of the rights recognized or granted in this division;
- B. dominate or interfere with the formation of any employee organization or interfere with selection of a majority representative;
- C. contribute financial support to any employee organization; or
- D. refuse to meet and confer in good faith (with representatives of formally organized employee organizations on matters within the scope of representation), or to refuse to consult with informally recognized employee organizations on matters within the scope of representation.

**48.3 Unfair Labor Practice - Union.** It is an unfair labor practice for the Union or their representatives or members to:

- A. Interfere with, restrain or coerce employees in the exercise of the rights recognized or granted in this division;
- B. coerce, attempt to coerce or discipline any member of an organization so as to hinder or impede the performance of his/her duties;
- C. discriminate against any employee with regard to the terms or conditions of membership because of race, color, creed, sex or national origin;

## **SECTION 49 – DEPENDENT CARE**

- D. refuse to consult, or meet and confer in good faith, with management representatives on matters within the scope of representation; or
- E. initiate, engage in, cause, instigate, encourage or condone a work stoppage of any kind or other disruptive activities which are detrimental to the conduct of county business and services.

## **SECTION 49 – DEPENDENT CARE**

- A. Dependent Care Information and Referral Service. The County will administer an "Information and Referral Service" through the Contra Costa Child Care Council for the duration of this MOU.
- B. Dependent Care Salary Contribution. Subject to the applicable provisions of the Internal Revenue Service, employees may contribute up to \$5,000 each calendar year from their salaries for approved dependent care; only eligible employees may contribute for such expenses; there is no County contribution for dependent care. Reimbursements are made on a monthly basis subject to submission of itemized statements, adequate accumulation of the salary contribution, proof of payment, and applicable County administrative procedures.

## **SECTION 50 – SPECIAL STUDIES/OTHER ACTIONS**

**50.1 Task Force.** The Department of Employment and Human Services and representatives from SEIU Local 1021 Service Line Supervisors will form a Task Force consisting of four (4) representatives from each party to review the amount and nature of work of Service Line Supervisors. The Task Force will make recommendations to the EHSD Director concerning streamlining functions and/or processes, and establishing priorities for the purpose of addressing workload. The Task Force will begin no later than 75 days after the signing of a new MOU, and will endeavor to complete its recommendations by the end of September 2007.

- A. There shall be meetings between the Department of Employment and Human Services and the Union on at least a quarterly basis (or scheduled as agreed by the parties) to review and discuss the existing amount and nature of work; to share information and ideas on workload issues throughout the Department; and to discuss long-range planning concerning Department programs and implementation. The meeting(s) will be chaired by a Program Bureau Director or Department Personnel Officer or his/her designee.

**50.2 Differentials.** The County and the Labor Coalition agree to establish a Labor/Management Committee comprised of five (5) Labor and five (5) Management employees to study and recommend actions necessary to standardize payment and application of differentials including, but not limited to, proration for less than full-time

## **SECTION 51 – SPECIAL BENEFITS**

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employees; the length of payment while on paid sick leave or disability; and consistency between percent-based vs. flat-payment differentials.

**50.3 Grievance Procedure.** Representatives of the County shall meet and confer with representatives of the Labor Coalition in order to develop rules and guidelines governing the conduct and administration of Adjustment Boards.

**50.4 Ergonomics.** No later than May 15, 2000, the County will submit for Coalition input revisions to Administrative Bulletin No. 426 dated April 17, 1990, and an Ergonomic Field Guide, with a goal of finalization by June 30, 2000.

## **SECTION 51 – SPECIAL BENEFITS**

Social Services First Line Supervisors represented by Social Services Union, Local 1021 are eligible to receive the following benefits:

- A. 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.
- B. LTD. Long-Term Disability Insurance will be provided, with a replacement limit of 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.
- C. Vacation Buy Back. A vacation Buy Back plan will be provided for reimbursement for 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.
- D. Professional Development. A Professional Development Reimbursement Plan will be provided to include reimbursement of up to one hundred fifty dollars (\$150) 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 software 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 (2) year period. Authorization for individual professional development reimbursement requests shall be made by the Department Head. Reimbursement will occur through the regular demand process

**SECTION 51 – SPECIAL BENEFITS**

with demands being accompanied by proof of payment (copy of invoice or canceled check).

E. Longevity Pay. A Longevity Pay Plan will provide a 2.5% increase in pay at ten (10) years of County Service, subject to appointing authority approval based on merit.

F. Deferred Compensation Incentive.

1. The County will contribute seventy-five dollars (\$75.00) per month to each employee who participates in the County’s Deferred Compensation Plan. To be eligible for this incentive, the employee must contribute to the deferred compensation plan as indicated below:

Current Monthly Salary	Qualifying Base Cont. Amount	Monthly Base Cont. Amount for Maintaining Incentive Prog. Eligibility
2500 and below	250	50
2501 – 3334	500	50
3335 – 4167	750	50
4168 – 5000	1000	50
5001 – 5834	1500	100
5835 – 6667	2000	100
6668 and above	2500	100

Employees who discontinue contributions or who contribute less than the required amount per month for a period of one (1) month or more will no longer be eligible for the seventy-five (\$75.00) County supplement. To re-establish eligibility, employees must again make a Base Contribution Amount as set forth above based on current monthly salary. Employees with a break in deferred compensation contributions either because of an approved medical leave or an approved financial hardship withdrawal will not be required to re-establish eligibility. Further, employees who lose eligibility due to displacement by layoff, but maintain contributions at the required level and are later employed in an eligible position, will not be required to re-establish eligibility.

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

- a) The employee was first hired by Contra Costa County on or after January 1, 2010 and,
- b) The employee is a permanent full-time or permanent part-time employee regularly scheduled to work at least 20 hours per week and has been so employed for at least 90 calendar days; and

## **SECTION 51 – SPECIAL BENEFITS**

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- c) The employee defers a minimum of twenty-five dollars (**\$25**) per month to the Contra Costa County Deferred Compensation Plan or other designated tax qualified savings vehicle; and ,
- d) The employee has completed, signed and submitted to the Human Resources Department, Employee Benefits Service Unit the required enrollment form for the account, e.g. the Enrollment Form 457 (b).
- e) The annual maximum contribution as defined under the relevant Internal Revenue Code provision has not been exceeded for the employee's account for the calendar year.

Employees who discontinue deferral or who defer less than the amount required by this Subsection 2 for a period of one (1) month or more will no longer be eligible to receive the County contribution. To establish eligibility, employees must resume deferring the amount required by this Subsection 2.

No amount deferred by the employee or contributed by the County in accordance with this Subsection 2 will count towards the Base Contribution Amount or the Monthly Base Contribution for Amount for Maintaining Program Eligibility required for the County's Deferred Compensation Incentive in Subsection 1. No amount deferred by the employee or contributed by the County in accordance with Subsection 1 will count toward the minimum required deferral required by this Subsection 2. The County's contribution amount in accordance with this Subsection 2 will be in addition to the County contribution amount for which the employee may be eligible in accordance with any other provision in this contract.

Both the employee deferral and the County contribution to the Contra Costa County Deferred Compensation Plan under this Subsection 2 as well as any amounts deferred or contributed to the Contra Costa County Deferred Compensation Plan in accordance with Subsection 1, will be added together for the purpose of ensuring that the annual Plan maximum contributions as defined under IRS Code Section 457(b), or other tax qualified designated savings vehicle, are not exceeded.

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

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

1. The minimum amount of the loan is \$1,000.

## **SECTION 51 – SPECIAL BENEFITS**

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

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

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

**H. Additional Contribution to Deferred Compensation Plan (pursuant to the funds referenced in Section 54—Non-Healthcare/Non-General Wage Re-Opener):**

The County shall provide a monthly deferred compensation contribution to eligible employees in the SEIU Local 1021 Service Line Supervisors Unit who are enrolled in the County's deferred compensation program. Only permanent full-time or permanent part-time employees in a position designated at a minimum of twenty (20) hours per week who have been employed by the County for at least ninety (90) calendar days, will be eligible for the contribution. An employee will be considered enrolled in the County's deferred compensation program as long as they maintain a balance in such an account. Any newly hired employee who satisfies these requirements will also be eligible to receive this contribution on a go-forward monthly basis provided they open a deferred compensation account during the applicable year.

For the 2021 contribution only, the pro-rata amount for each employee will be determined by dividing \$18,300 by the number of eligible employees enrolled in the County's deferred compensation program on September 10, 2021. This contribution

## **SECTION 52 – ADOPTION**

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amount will be distributed proportionately on a monthly basis, starting with the October 10, 2021 pay date, for the remainder of the 2021 calendar year.

For all subsequent years, the pro-rata amount for each employee is determined for the applicable year by dividing \$18,300 by the number of eligible employees enrolled in the County's deferred compensation program on January 1. Individual contributions are to be distributed on a monthly basis among all eligible employees starting with the following February 10 pay date through the following January 10 pay date. The parties acknowledge that the amount of each employee's pro-rata share is subject to change from year to year as the amount will be wholly dependent on the number of employees enrolled in the deferred compensation program at the time.

The contribution under this subsection will be added to any existing amounts already deferred or contributed to the Contra Costa County Deferred Compensation Plan for the purpose of ensuring that the annual Plan maximum contributions as defined under IRS Code Section 457(b), or other tax qualified designated saving vehicle, are not exceeded.

## **SECTION 52 – 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 53 – SCOPE OF AGREEMENT AND SEPARABILITY OF PROVISION**

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

**53.2 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.

## **SECTION 52 – ADOPTION**

**53.3 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. It is recognized, however, that certain provisions of the Personnel Management Regulations may be supplementary to the provisions of this MOU and as such remain in full force and effect.

**53.4 Duration of Agreement.** This Agreement will continue in full force and effect from July 1, 2022 to and including June 30, 2026. Said Agreement shall automatically renew from year to year thereafter unless either party gives written notice to the other prior to sixty (60) days from the aforesaid termination date, of its intention to amend, modify or terminate the agreement.

## **SECTION 54 - NON-HEALTHCARE/ NON-GENERAL WAGE RE-OPENER**

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

SEIU, LOCAL 1021  
SERVICE LINE SUPERVISORS  
**ATTACHMENTS**

- A. CLASS AND SALARY LISTING
- B. HEALTHCARE COALITION NOTICE OF CHANGES
- C. PERMANENT-INTERMITTENT SPECIAL PAYS AND BENEFITS
- D. RETURN TO WORK POLICY

SEIU, LOCAL 1021  
 SERVICE LINE SUPERVISORS UNIT  
 CLASS AND SALARY LISTING  
EFFECTIVE: 8/1/2022

**ATTACHMENT A**

Job Code	Classification Title	Flex Staff (F) / Deep Class (D)	Salary Range	
			From	To
XOHB	Social Work Supervisor I		\$7,047	\$8,566
XOHA	Social Work Supvsr II		\$8,281	\$10,066

Contra  
Costa  
County



Human Resources  
Department

Administration Building  
651 Pine Street, Third Floor  
Martinez, CA 94553-1292  
(925) 335-1770

Lori Gentles  
Assistant County Administrator  
Director of Human Resources

January 26, 2006

Contra Costa Labor Coalition

Re: Healthcare Coalition Notice of Changes

Dear Members of Labor Coalition:

The County agrees to make a good faith effort to notify the Health Coalition and Labor Management Committee(s) of relevant changes that are not subject to meet and confer, but which fall within the topics of discussion by the Health Coalition Committee. The County shall continue to meet and confer with labor organizations on matters which are within the scope of bargaining at the organization's request.

Sincerely,

A handwritten signature in black ink, appearing to read "Francine Cronin".

Francine Cronin  
Assistant Director of Human Resources

Cc: Rollie Katz, Supervising Business Agent PEU, Local One  
Jo Bates, Business Agent, AFSCME, Local 2700  
Brenda Wood, Business Agent, AFSCME, Local 512  
Dr Stephen Daniels, Physicians' & Dentists' Organization of Contra Costa County  
Adelina Huerta, President, Western Council of Engineers  
Michael Weinberg, Senior Field Representative, SEIU Local 535

**ATTACHMENT C**  
**SEIU, Local 1021-Service Line Supervisors**  
**Section 44 –PI Employee Special Pays**

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**Special Pays for Permanent-Intermittent Employees**

**All Units**

<b><u>Type of Pay (Pay Code)</u></b>	<b><u>MOU Section</u></b>
Jury Duty-Scheduled Work Day (JRY)	Sec. 18
Military Leave (MLX)	Sec. 17.4
FLSA Overtime (OTF)	None
Sick Leave Hours Taken (SCK, SCK-2BS, SCK-2FS, SCK-2RS, SCK-CAT, SCK-FML)	Sec. 44
Vacation Hours Taken (VAC, VAC-1, VAC-FML)	Sec. 44
Shift Differential Pay at 5% (SH2)	Sec. 10
Negotiations Time Off (T03)	Sec. 4

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

- I. POLICY: Permanent full-time or part-time employees, as well as temporary and contract employees who have suffered injuries and illnesses may be provided with such restricted duty as the County is able to provide as soon as medically appropriate. Probationary and seasonal employees are not covered by this policy.
  - A. A restricted duty assignment may be provided within the County's capacity, consistent with restriction(s) recommended by the treating physician. Should any disagreement exist, the County will follow California and Federal law. Restrictions from the physician must be in writing on a form mutually agreed upon by the Union and the County or on the physician's letterhead.
  - B. Employees performing in a restricted duty assignment will continue to receive their regular pay and benefits for hours actually worked. Pay and benefits will be prorated in the case of part-time work, subject to MOU provisions and salary regulations.
- II. OBJECTIVE: The objectives of providing work for temporarily industrially injured employees through restricted duty are to reduce disability and Workers' Compensation costs, maximize productivity, minimize the loss of human resources and promote full and prompt recovery with the return of the employee to productive employment.
- III. SCOPE OF POLICY: All County departments and Board-governed agencies which are part of the County retirement system are subject to this Return to Work Policy.
- IV. GENERAL BACKGROUND: A restricted duty assignment is a temporary assignment provided to a temporarily disabled employee. Restricted duty may be for less than regular full-time work.
  - A. A temporarily disabled employee shall return to a restricted duty assignment that is not inconsistent with restrictions recommended by the employee's treating physician or Qualified Medical Examiner (QME), if applicable.
  - B. A Department shall, whenever feasible, temporarily restrict the duties of an employee in order to conform to restrictions recommended by the treating physician for a cumulative maximum of six months per injury with a review after three (3) months or sooner, if appropriate. At the end of the six month period, the employee shall undergo a medical review to determine whether a full duty work release is possible. If full release is not possible, the employee shall be referred to the Risk Management ADA Coordinator

and/or the Return to Work Committee for evaluation.

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

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

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

V. RESPONSIBILITIES:

A. Departments

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

1. Complete and submit and injury report for industrial injuries and illnesses on a timely basis.
2. Appoint a Departmental Return to Work Coordinator to administer the department's compliance with the Return to Work Policy under the direction of the department head. The Departmental Return to Work Coordinator shall review restricted duty assignments and make recommendations to the department head regarding adjusting, extending or terminating the restricted duty in accordance with the operational and financial needs of the department and consistent with the employee's medical restrictions. The Department Return to Work Coordinator will document and monitor all limited duty assignments. They will also maintain a centralized record of all assignments.
3. Inform department employees of the Return to Work Policy.
4. Implement restricted duty assignments for temporarily disabled employees as soon as medically appropriate, operationally feasible, and when a

suitable assignment is available.

5. Coordinate with Risk Management regarding an individual employee's restricted duty assignment.
6. The Department Return to Work Coordinator shall provide the Health Coalition quarterly reports of the number of requests for ergonomic evaluations, the number of evaluations performed, and the actions taken based on those reports. The County shall meet with the Health Coalition upon the Coalition's request to review such reports and to discuss ergonomic issues.

**B. Employee**

A temporarily disabled employee shall:

1. Notify the department of an industrial or non-industrial injury or illness.
2. If it is an industrial injury, seek prompt medical care through the County's Occupational Medical Program or through a properly pre-designated physician in accordance with the law. The employee shall obtain needed medical information from the physician and provide that information to the County.
3. Accept an appropriate available restricted duty assignment within or outside the employee's department if one is offered. A restricted duty assignment must be consistent with limitations recommended by the employee's treating physician or QME, if applicable, and must be approved by the Departmental Return to Work Coordinator. If an employee is assigned to a restricted duty assignment outside of their department, as supervisor in the department providing the restricted duty assignment shall supervise the employee. The employee's home department is required to pay the employee's regular salary.
4. A department head has the authority to temporarily restrict the duties of an employee in accordance with this policy.
5. For accepted industrial injuries, failure of an employee to accept an offer of a medically appropriate restricted duty assignment will result in the denial of temporary disability benefits pursuant to Workers' Compensation law.

**C. County Return to Work Coordinators**

The County Return to Work Coordinators shall:

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

D. Return to Work Committee

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

E. Risk Manager

The County Risk Manager shall:

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

VI. DEFINITIONS:

- A. Restricted Duty: A temporary work assignment provided to a temporarily industrially disabled employee who cannot perform her/his regular job duties for a specific period of time. The temporary assignment is provided while an individual is recuperating from an industrial injury or illness. An employee will be assigned to restricted duty within their primary department whenever possible. If no assignment can be located within the employee's primary department, the County will make reasonable efforts to locate a comparable position in another department. Restricted duty is only available to a person who is expected to return to her or his regular job duties. If an employee is on a discretionary 9/80

or 4/10 work schedule and is returning to restricted duty assignment on a part-time basis, the 9/80 or 4/10 work schedule shall be revoked. Pay for restricted duty shall be the same salary and benefits of the employee's regular position, provided however, that shift and other pay differentials will only be paid for the first thirty (30) days of restricted duty unless the employee qualifies for pay differentials.

- B. County: For the purpose of this policy the term "County" includes Contra Costa County and agencies governed by the Board of Supervisors, which are part of the County's retirement system, excluding Housing Authority, and In-Home Supportive Service providers.
- C. Departmental Return to Work Coordinator: The individual appointed by the department head to administer the County's Return to Work policy. The person appointed by the department must have some knowledge of personnel rules and regulations, Memoranda of Understanding and disability benefits that an employee may be entitled to receive, i.e., SDI, LTD, FMLA, retirement.
- D. Employee's Treating Physician: The treating physician or Qualified Medical Examiner (QME) as defined by California Worker's Compensation laws. Treatment shall be reasonably required and consistent with Workers' Compensation guidelines and existing State law.

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

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

**SEIU, LOCAL 1021  
SERVICE LINE SUPERVISORS UNIT**

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