

MEMORANDUM OF UNDERSTANDING

BETWEEN

CONTRA COSTA COUNTY

AND THE

PROBATION PEACE OFFICERS ASSOCIATION
OF
CONTRA COSTA COUNTY

SECTION 0 - BACKGROUND

0.1 Preamble. This Memorandum of Understanding (MOU) is entered into pursuant to the authority contained in Division 34 of Board of Supervisors' Resolution 81/1165 and has been jointly prepared by the parties. The Chief of Labor Relations (County Administrator) is the representative of Contra Costa County in employer-employee relations matters as provided in Board of Supervisors Resolution 81/1165.

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in units in which the Association is the recognized representative, have freely exchanged information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations covering such employees. This MOU shall be presented to the Contra Costa County Board of Supervisors, as the governing board of the County and appropriate fire districts, as the joint recommendations of the undersigned for salary and employee benefit adjustments for the period commencing and ending as described in subsection 47.4. Special provisions and restrictions pertaining to Project employees covered by this MOU are contained in Attachment A which is attached hereto and made a part hereof.

0.2 DEFINITIONS

- A. Appointing Authority:** Department Head unless otherwise provided by statute or ordinance.
- B. Class:** A group of positions sufficiently similar with respect to the duties and responsibilities that similar selection procedures and qualifications may apply and that the same descriptive title may be used to designate each position allocated to the group.
- C. Class Title:** The designation given to a class, to each position allocated to the class, and to the employees allocated to the class.
- D. County:** Contra Costa County.

- E. Demotion:** The change of a permanent employee to another position in a class allocated to a salary range for which the top step is lower than the top step of the class which the employee formerly occupied except as provided for under Transfer or as otherwise provided for in this MOU, in the Personnel Management Regulations, or in specific resolutions governing deep classes.
- F. Director of Human Resources:** The person designated by the County Administrator to serve as the Assistant County Administrator-Director of Human Resources.
- G. Eligible:** Any person whose name is on an employment or reemployment or layoff list for a given class.
- H. Employee:** A person who is an incumbent of a position or who is on leave of absence in accordance with provisions of this MOU and whose position is held pending his return.
- I. Employment List:** A list of persons who have been found qualified for employment in a specific class.
- J. Layoff List:** A list of persons who have occupied positions allocated to a class in the Merit System and who have been involuntarily separated by layoff or displacement or demoted by displacement, or have voluntarily demoted in lieu of layoff or displacement, or have transferred in lieu of layoff or displacement.
- K. Permanent-Intermittent Position:** Any position which requires the services of an incumbent for an indefinite period, but on an intermittent basis, as needed, paid on an hourly basis.
- L. Permanent Part-Time Position:** Any position which will require the services of an incumbent for an indefinite period, but on a regularly scheduled less than full-time basis.
- M. Permanent Position:** Any position which has required, or which will require the services of an incumbent without interruption, for an indefinite period.
- N. Project Employee:** An employee who is engaged in a time limited program or service by reason of limited or restricted funding. Such positions are typically funded from outside sources but may be funded from County revenues.
- O. Promotion:** The change of a permanent employee to another position in a class allocated to a salary range for which the top step is higher than the top step of the class which the employee formerly occupied, except as provided for under Transfer or as otherwise provided for in this MOU, in the Personnel Management Regulations, or in specific resolutions governing deep classes.

- P. Position:** The assigned duties and responsibilities calling for the regular full-time, part-time or intermittent employment of a person.
- Q. Reallocation:** The act of reassigning an individual position from one class to another class at the same range of the salary schedule or to a class which is allocated to another range that is within five percent (5%) of the top step, except as otherwise provided for in the Personnel Management Regulations, deep class resolutions or other ordinances.
- R. Reclassification:** The act of changing the allocation of a position by raising it to a higher class or reducing it to a lower class on the basis of significant changes in the kind, difficulty or responsibility of duties performed in such position.
- S. Reemployment List:** A list of persons who have occupied positions allocated to any class in the merit system and who have voluntarily separated and are qualified for consideration for reappointment under the Personnel Management Regulations governing reemployment.
- T. Resignation:** The voluntary termination of permanent employment with the County.
- U. Temporary Employment:** Any employment in the Merit System which will require the services of an incumbent for a limited period of time, paid on an hourly basis, not in an allocated position or in permanent status.
- V. Transfer:** The change of an employee who has permanent status in a position to another position in the same class in a different department, or to another position in a class which is allocated to a range on the salary plan that is within five percent (5%) at top step as the class previously occupied by the employee.
- W. Association:** Probation Peace Officers Association of Contra Costa County.

SECTION 1 - ASSOCIATION RECOGNITION

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

SECTION 2 - ASSOCIATION SECURITY

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

2.2 Agency Shop.

- A. The Association agrees that it has a duty to provide fair and non-discriminatory representation to all employees in all classes in the units for which this section is applicable regardless of whether they are members of the Association.
- B. All employees employed in a representation unit on or after the effective date of this MOU and continuing until the termination of the MOU, shall as a condition of employment either:
1. Become and remain a member of the Association or;
 2. Pay to the Association, an agency shop fee in an amount which does not exceed an amount which may be lawfully collected under applicable constitutional, statutory, and case law, which under no circumstances shall exceed the monthly dues, initiation fees and general assessments made during the duration of this MOU. It shall be the sole responsibility of the Association to determine an agency shop fee which meets the above criteria; or
 3. Do both of the following:
 - a. Execute a written declaration that the employee is a member of a bona fide religion, body or sect which has historically held a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and
 - b. Pay a sum equal to the agency shop fee described in subsection 2.2 (Agency Shop) paragraph B subparagraph 2 to a non-religious, non-labor, charitable fund chosen by the employee from the following charities: Family and Children's Trust Fund, Child Abuse Prevention Council and Battered Women's Alternative.
- C. The Association shall provide the County with a copy of the Association's Hudson Procedure for the determination and protest of its agency shop fees. The Association shall provide a copy of said Hudson Procedure to every fee payer covered by this MOU within one month from the date it is approved and annually thereafter, and as a condition to any change in the agency shop fee. Failure by an employee to invoke the Association's Hudson Procedure within one month after actual notice of the Hudson Procedure shall be a waiver by the employee of their right to contest the amount of the agency shop fee.
- D. The provisions of subsection 2.2 (Agency Shop) paragraph B subparagraph 2 shall not apply during periods that an employee is separated from the representation unit but shall be reinstated upon the return of the employee to the representation unit. The term separation includes transfer out of the unit, layoff, and leave of absence with duration of more than thirty (30) days.

- E. Annually, the Association shall provide the Director of Human Resources with copies of the financial report which the Association annually files with the California Public Employee Relations Board. Such report shall be available to employees in the unit. Failure to file such a report within sixty (60) days after the end of its fiscal year shall result in the termination of all agency shop fee deductions without jeopardy to any employee, until said report is filed, and upon mutual agreement, this time limit may be extended to one hundred twenty (120) days.
- F. Compliance.
1. An employee employed in or hired into a job class represented by the Association shall be provided with an Employee Authorization for Payroll Deduction card by the Human Resources Department.
 2. If the form authorizing payroll deduction is not returned within thirty (30) calendar days after notice of this agency shop fee provision and the Association dues, agency shop fee, initiation fee or charitable contribution required under subsection 2.2 (Agency Shop) paragraph B subparagraph 3 are not received, the Association may, in writing, direct that the County withhold the agency shop fee and the initiation fee from the employee's salary, in which case the employee's monthly salary shall be reduced by an amount equal to the agency shop fee and the County shall pay an equal amount to the Association.
- G. The Association shall indemnify, defend, and save the County harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability that arise out of or by reason of this Association security section, or action taken or not taken by the County under this Section. This includes, but is not limited to, the County's attorneys' fees and costs. The provisions of this subsection shall not be subject to the grievance procedure following the adoption of this MOU by the County Board of Supervisors.
- H. The County Human Resources Department shall monthly furnish a list of all new hires to the Association.
- I. If employees in a bargaining unit represented by the Association vote to rescind agency shop, the provisions of Subsections 2.4 (Maintenance of Membership) and 2.5 (Withdrawal of Membership) shall apply to dues-paying members of the Association.

2.3 Dues Form. Employees hired on or after October 1, 1981, in classifications assigned to units represented by the Association shall, as a condition of employment, complete a Association dues authorization card provided by the Association and shall have deducted from their paychecks the membership dues of the Association. Said employees shall have thirty (30) days from the date of hire to decide if he/she does not want to become a member of the Association. Such decision not to become a member of the Association must be made in writing to the Auditor-Controller with a copy to the Labor Relations Service Unit

within said thirty (30) day period. If the employee decides not to become a member of the Association, any Association dues previously deducted from the employee's paycheck shall be returned to the employee and said amount shall be deducted from the next dues deduction check sent to the Association. If the employee does not notify the County in writing of the decision not to become a member within the thirty (30) day period, he/she shall be deemed to have voluntarily agreed to pay the dues of the Association.

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

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

2.5 Withdrawal of Membership. By notifying the Auditor-Controller's Department in writing, between April 1, 2011 and April 30, 2011, any employee may withdraw from Association membership and discontinue paying dues as of the payroll period commencing June 1, 2011 discontinuance of dues payments to then be reflected in the July 10, 2011 paycheck. Immediately upon close of the above mentioned thirty (30) day period the Auditor-Controller shall submit to the Association a list of the employees who have rescinded their authorization for dues deduction. This can only be accomplished if and when agency shop would be rescinded.

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

Representatives of the Association, not on County time, shall be permitted to place a supply of employee literature at specific locations in County buildings if arranged through the Department Head or designated representative; said representatives may distribute employee organization literature in work areas

(except work areas not open to the public) if the nature of the literature and the proposed method of distribution are compatible with the work environment and work in progress. Such placement and/or distribution shall not be performed by on-duty employees. The Association shall be allowed access to work locations in which it represents employees for the following purposes:

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

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

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

2.8 Advance Notice. The Association shall, except in cases of emergency, have the right to reasonable notice of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the Board, or boards and commissions appointed by the Board, and to meet with the body considering the matter. The listing of an item on a public agenda, or the mailing of a copy of a proposal at least seventy-two (72) hours before the item will be heard, or the delivery of a copy of the proposal at least twenty-four (24) hours before the item will be heard, shall constitute notice. In

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

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

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

- A. Initial Determination. When a new class title is established, the Chief of Labor Relations shall review the composition of existing representation units to determine the appropriateness of including some or all of the employees in the new class in one or more existing representation units, and within a reasonable period of time shall notify all recognized employee organizations of his/her determination.
- B. Final Determination. The Chief of Labor Relations' determination is final unless within ten (10) days after notification a recognized employee organization requests in writing to meet and confer thereon.
- C. Meet and Confer and Other Steps. Upon request by an employee organization in accordance with subsection 2.10, Assignment of Classes to Bargaining Units, paragraph B above, the Chief of Labor Relations shall meet and confer with the requesting organization(s), and with other recognized employee organizations when appropriate, to seek agreement on this matter within sixty (60) days after the ten (10) day period in subsection 2.10 (Assignment of Classes To Bargaining Units) paragraph B, unless otherwise mutually agreed. Thereafter, the procedures in cases of disagreement, arbitration referral and expenses, and criteria for determination shall conform to Board of Supervisor's Resolution 81/1165.

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

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

the person from meeting the minimum standards established for the position or from carrying out the duties of the position safely.

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

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

SECTION 4 - SHOP STEWARDS & OFFICIAL REPRESENTATIVES

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

- A. If their attendance is required by the County at a specific meeting, including meetings of the Board of Supervisors.
- B. If their attendance is sought by a hearing body or presentation of testimony or other reasons.
- C. If their attendance is required for meetings scheduled at reasonable times agreeable to all parties, required for settlement of grievances filed pursuant to Section 23 (Grievance Procedure) of this MOU.
- D. If they are designated as a shop steward, in which case they may utilize a reasonable time at each level of the proceedings to assist an employee to present a grievance provided the meetings are scheduled at reasonable times agreeable to all parties.
- E. If they are designated as spokesperson or representative of the Association and as such make representations or presentations at meetings or hearings on wages, salaries and working conditions; provided in each case advance arrangements for time away from the employee's work station or assignment are made with the appropriate department head, and the County agency calling the meeting is responsible for determining that the attendance of the particular employee(s) is required, including meetings of the Board of Supervisors and Retirement Board where items which are within the scope of representation and involving the Association are to be discussed.

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

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

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

SECTION 5 - SALARIES

5.1 General Wages.

A. AGREED UPON TEMPORARY ABSENCES (ATA) IMPLEMENTATION

In order to address the County's current financial crisis, the parties agree as follows:

1. The County will set up an ATA plan for each permanent employee. Each permanent, full time employee will receive ninety-six (96) hours of ATA on his/her December 10, 2010 paycheck. Permanent part time employees will receive prorated ATA hours. Employees hired after December 1, 2010 will also receive prorated ATA hours.

2. For any employee who is off work due to illness, family illness, or any other reason that qualifies for sick leave, the employee may not use his/her sick leave accruals but must instead use ATA hours, up to a maximum of forty-eight (48) hours.
3. Employees must use all of their ATA hours by June 30, 2011. The use of ATA hours must be pre-scheduled and no employee may use ATA hours without the prior approval of his/her supervisor.
4. ATA hours are non-accruable and all unused balances will be zeroed out on June 30, 2011. Except for those hours subject to the grievance procedure. (See Attachment C. V. L.)

Implementation of ATA is governed by Attachment C, attached hereto.

The ATA implementation is equivalent to an 6.93% reduction in wages for the period of November 1, 2010 through June 30, 2011.

5. The Association will pay the County seventy-five thousand dollars (\$75,000) to reduce the ATA obligations of its members. A check for seventy-five thousand dollars (\$75,000) will be paid to the County on June 1, 2011.

B. Longevity Pay. 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. However, the appointing authority may fill a particular position at a step above the minimum of the range if mutually agreeable guidelines have been developed in advance or the Director of Human Resources (or designee) offers to meet confer with the Association on a case by case basis each time prior to formalizing the appointment.

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

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

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

5.4 Steps Within Range. The performance of each employee, except those of employees already at the maximum salary step of the appropriate salary range, shall be reviewed on the anniversary date as set forth in subsection 5.3 (Anniversary Dates) to determine whether the salary of the employee shall be advanced to the next higher step in the salary range. Advancement shall be granted on the affirmative recommendation of the appointing authority, based on satisfactory performance by the employee. The appointing authority may recommend denial of the step or denial of the step subject to one additional review at a specified later date that falls before the employee's next anniversary. Such later date must be established when the original recommendation is returned to the employee. Except as provided herein, steps within range shall not be granted more frequently than once a year, nor shall more than one (1) step within range be granted at one time. If the appointing authority recommends denial of the within range step advancement on the employee's anniversary date, but recommends a special salary review at a later date before the employee's next anniversary date, the special salary review shall not affect the regular salary review on the employee's next anniversary date. Nothing herein shall be construed to mandate that the County grant step advancement. If the

employee's department attests in writing that it made an administrative or clerical error by failing to submit the documents needed to advance an employee to the next salary step on the first of the month when the employee was eligible for the advancement, said advancement shall take effect retroactive and including the first of the month in which the employee was first eligible for the advancement.

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

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

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

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

5.8 Salary Reallocation & Salary on Reallocation.

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

shall any employee be compensated at less than the first step of the range to which the class is allocated.

- B. If a classification is reallocated from a salary range with more steps to a salary range with fewer steps on the salary schedule, apart from the general salary increase or decrease described in subsection 5.8 (Salary Reallocation & Salary on Reallocation) paragraph A, each incumbent of a position in the reallocated class shall be placed upon the step of the new range which equals the rate of pay received before the reallocation. If the steps in the new range do not contain the same rates as the old range, each incumbent shall be placed at the step of the new range which is next above the salary rate received in the old range, or if the new range does not contain a higher step, at the step which is next lower than the salary received in the old range.
- C. If an employee is in a position which is reallocated to a different class allocated to a salary range the same as above or below the salary range of the employee's previous class, the incumbent shall be placed at the step in the new class which equals the rate of pay received before reallocation. If the steps in the range for the new class do not contain the same rates as the range for the old class, the incumbent shall be placed at the step of the new range which is next above the salary rate received in the old range; or if the new range does not contain a higher step, the incumbent shall be placed at the step which is next lower than the salary.

5.9 Salary on Promotion. Any employee who is appointed to a position of a class allocated to a higher salary range than the class previously occupied, except as provided under Section 5.12 (Pay for Work in a Higher Classification), shall receive the salary in the new salary range which is next higher than the rate received before promotion. If this increase is less than five percent (5%), the employee's salary shall be adjusted to the step in the new range which is at least five percent (5%) greater than the next higher step; provided however that the next step shall not exceed the maximum salary for the higher class. Upon appointment of a laid off employee from the layoff list to the class from which the employee was laid off, the employee shall be appointed at the step which the employee had formerly attained in the higher class unless such step results in a decrease in which case the employee is appointed to the next higher step. If, however, the employee is being appointed into a class allocated to a higher salary range than the class from which the employee was laid off, salary will be calculated from the highest step the employee achieved prior to layoff, or from the employee's current step, whichever is higher.

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

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

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

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

- A. When an employee is assigned to a program, service or activity established by the Board of Supervisors which is reflected in an authorized position which has been classified and assigned to the Salary Schedule.
- B. The nature of the departmental assignment is such that the employee in the lower classification performs a majority of the duties and responsibilities of the position of the higher classification.
- C. Employee selected for the assignment will normally be expected to meet the minimum qualifications for the higher classification.
- D. The County shall make reasonable efforts to offer out of class assignments to all interested employees on a voluntary basis. Pay for work in a higher classification shall not be utilized as a promotional procedure provided in this Memorandum of Understanding.
- E. Higher pay assignments shall not exceed six (6) months except through reauthorization.
- F. If approval is granted for pay for work in a higher classification and the assignment is terminated and later re-approved for the same employee within one hundred eighty days (180) no additional waiting period will be required.

- G. Any incentives (e.g., the education incentive) and special differentials (e.g., bilingual differential) accruing to the employee in his/her permanent position shall continue.
- H. During the period of work for higher pay in a higher classification, an employee will retain his/her permanent classification, and anniversary and salary review dates will be determined by time in that classification; except that if the period of work for higher pay in a higher classification exceeds one year continuous employment, the employee, upon satisfactory performance in the higher classification, shall be eligible for a salary review in that class on his/her next anniversary date. Notwithstanding any other salary regulations, the salary step placement of employees appointed to the higher class immediately following termination of the assignment, shall remain unchanged.
- I. Allowable overtime pay, shift differentials and/or work location differentials will be paid on the basis of the rate of pay for the higher class.

5.13 Lead Probation Counselor. Permanent Probation Counselors in County juvenile institutions and treatment programs will receive seven and one-half percent (7.5%) differential premium pay when assigned as "Lead Counselor" for the assigned shift or for the duration of the "Lead Counselor" assignment, when replacing the Building Supervisor (Institutional Supervisor II) at Juvenile Hall and when replacing Institutional Supervisor I's at Orin Allen Youth Rehabilitation Facility. Permanent Probation Counselors assigned Lead Counselor duties and responsibilities will receive this monetary compensation for hours worked. To receive this compensation, Lead Counselors must work the assigned shift and provide direction for one or more co-workers. Facility administrators have the sole responsibility for selecting and assigning Lead Counselors. The selection process shall include an assessment of experience, skills, leadership abilities, seniority, and the needs of the unit or facility among other considerations. The assignment may apply to Probation Counselors I, II and III depending on the above criteria when the supervisor designates the "Lead Counselor." The selection and assignment of Probation Counselors in accordance with the above criteria is not grievable.

5.14 Payment. On the tenth (10th) day of each month, the Auditor will draw a warrant upon the Treasurer in favor of each employee for the amount of salary due the employee for the preceding month; provided however, that each employee (except those paid on an hourly rate) may choose to receive an advance on the employee's monthly salary, in which case the Auditor shall, on the twenty-fifth (25th) day of each month, draw his/her warrant upon the Treasurer in favor of such employee. The advance shall be in an amount equal to one-third (1/3) or less (at the option of the employee) of the employee's basic salary of the previous month except that it shall not exceed the amount of the previous month's basic salary less all requested or required deductions. The election to receive the advance shall be made on the prescribed form (form M-208, revised 5/81) and submitted by the fifteenth (15th) of the month to the

department payroll clerk who will forward the card with the Salary Advance Transmittal/Deviation Report to the Auditor-Controller (Payroll Section). Such an election would be effective in the month of the submission and would remain effective until revoked. In the case of an election made pursuant to this Section 5.14, (Payment), all required or requested deductions from salary shall be taken from the second installment, which is payable on the tenth (10th) day of the following month.

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

- A. Beginning on April 1, 2011 and for the term of this resolution, the County will contribute one hundred and fifty dollars (\$150) per month to an employee's account in the Contra Costa County Deferred Compensation Plan, or other tax-qualified savings program designated by the County, for employees who meet all of the following conditions:
1. The employee must be hired by Contra Costa County on or after January 1, 2011.
 2. The employee must be appointed to a permanent position. The position may be either full time or part time, but if it is part time, it must be designated, at a minimum, as 20 hours per week.
 3. The employee must have been employed by Contra Costa County for at least 90 calendar days.
 4. The employee must contribute a minimum of twenty-five dollars (\$25) per month to the Contra Costa County Deferred Compensation Plan, or other tax-qualified savings program designated by the County.
 5. The employee must complete and sign the required enrollment form(s) for his/her deferred compensation account and submit those forms to the Human Resources Department, Employee Benefits Services Unit.
 6. The employee may not exceed the annual maximum contribution amount allowable by the United States Internal Revenue Code.
- B. No Cross Crediting: The amounts contributed by the employee and the County pursuant to Subsection A do not count towards the "Qualifying Base Contribution Amount" or the "Monthly Contribution Required to Maintain Incentive Program Eligibility" in Subsection A. Similarly, the amounts contributed by the employee and the County pursuant to Subsection A do not count towards the employee's \$25 per month minimum contribution required by Subsection B.

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

SECTION 6 - DAYS AND HOURS OF WORK

This section will take effect upon adoption of this MOU by the Board of Supervisors and signing by the Parties.

6.1 – Definitions.

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

G. Workweek for Employees on a 9/80 Work Schedule: The 9/80 workweek begins on the same day of the week as the employee's eight (8) hour work day and regularly scheduled 9/80 day off. The start time of the workweek is four (4) 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).

6.2 – 4/10 Shifts.

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

SECTION 7 - OVERTIME AND COMPENSATORY TIME

7.1 Overtime.

- A. Overtime is any authorized work performed in excess of forty (40) hours per week or eight (8) hours per day. Overtime for 4/10 shift employees is any work performed beyond ten (10) hours per day or forty (40) hours per week. All overtime shall be compensated for at the rate of one and one-half (1-1/2) times the employee's base rate of pay (not including shift and other special differentials). Overtime for permanent employees is earned and credited in a minimum of one-tenth (1/10) hour increments and is compensated by either pay or compensatory time off.

7.2 Compensatory Time. The following provisions shall apply:

- A. Employees may periodically elect to accrue compensatory time off in lieu of overtime pay. Eligible employees must notify their Department Head or his or her designee of their intention to accrue compensatory time off or to receive overtime pay at least thirty (30) days in advance of the change.
- B. The names of those employees electing to accrue compensatory time off shall be placed on a list maintained by the Department. Employees who become eligible (i.e., newly hired employees, employees promoting, demoting, etc.) for compensatory time off in accordance with these guidelines must elect to accrue compensatory time or they will be paid for authorized overtime hours worked.
- C. Compensatory time off shall be accrued at the rate of one and one-half (1-1/2) times the actual authorized overtime hours worked by the employee.
- D. Employees may not accrue a compensatory time off balance that exceeds one hundred twenty (120) hours (i.e., eighty [80] hours at time and one-half). Once the maximum balance has been attained, authorized overtime hours will be paid at the overtime rate. If the employee's balance falls below one hundred twenty (120) hours, the employee shall again accrue compensatory time off for authorized overtime hours worked until the employee's balance again reaches one hundred twenty (120) hours.
- E. Accrued compensatory time off shall be carried over for use in the next fiscal year; however, as provided in d above, accrued compensatory time off balances may not exceed one hundred twenty (120) hours.
- F. The use of accrued compensatory time off shall be by mutual agreement between the Department Head or his/her designee and the employee. Compensatory time off shall not be taken when the employee should be replaced by another employee who would be eligible to receive, for time worked, either overtime payment or compensatory time accruals as provided for in this Section 7.2 (Compensatory Time). This provision may be waived at the discretion of the Department Head or his or her designee.
- G. When an employee promotes, demotes, or transfers from one classification eligible for compensatory time off to another classification eligible for compensatory time off within the same department, the employee's accrued compensatory time off balance will be carried forward with the employee.

- H. Compensatory time accrual balances will be paid off when an employee moves from one department to another through promotion, demotion or transfer. Said payoff will be made in accordance with the provisions and salary of the class from which the employee is promoting, demoting or transferring as set forth in subsection 7.2 (Compensatory Time) paragraph I below.
- I. Since employees accrue compensatory time off at the rate of one and one-half (1-1/2) hours for each hour of authorized overtime worked, they shall be paid their accrued hours of compensatory time at the straight time rate of pay whenever:
 - 1. The employee changes status and is no longer eligible for compensatory time off.
 - 2. The employee promotes, demotes or transfers to another department.
 - 3. The employee separates from County service.
 - 4. The employee retires.
- J. The Office of the County Auditor-Controller will establish timekeeping procedures to administer this Section 7 (Overtime and Compensatory Time).

SECTION 8 - CALL BACK TIME

Any employee who is called back to duty shall be paid at the appropriate rate for the actual time worked plus one (1) hour. Such employee called back shall be paid a minimum of two (2) hours at the appropriate rate for each call back.

SECTION 9 - SHIFT DIFFERENTIAL

In the hours which qualify for shift differential, employees shall receive five percent (5%) above their base salary rate. To qualify for shift differential, an employee must have a regularly assigned daily work schedule which requires:

- A. Completion of more than one and one-half (1-1/2) hours over the normal actual working time; or
- B. At least four (4) hours of actual working time from 5:00 p.m. through 9:00 a.m. inclusive. However, employees who have been regularly working a shift qualifying for shift differential immediately preceding the commencement of a vacation, paid sick leave period, paid disability or other paid leave, will have shift differential included in computing the pay for their leave. The paid leave of an employee who is on a rotating shift schedule shall include the shift differential that would have been received

had the employee worked the shift for which the employee was scheduled during such period. Shift differential shall only be paid during paid sick leave and paid disability as provided above for the first thirty (30) calendar days of each absence.

SECTION 10 - WORKFORCE REDUCTION/LAYOFF/REASSIGNMENT

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

- A. Identify the classification(s) in which position reductions may be required due to funding reductions or shortfalls.
- B. Advise employees in those classifications that position reductions may occur in their classifications.
- C. Accept voluntary leaves of absence from employees in those classifications which do not appear to be potentially impacted by possible position reductions when such leaves can be accommodated by the department.
- D. Consider employee requests to reduce their position hours from full-time to part-time to alleviate the impact of the potential layoffs.
- E. Approve requests for reduction in hours, lateral transfers, and voluntary demotions to vacant, funded positions in classes not scheduled for layoffs within the department, as well as to other departments not experiencing funding reductions or shortfalls when it is a viable operational alternative for the department(s).
- F. Review various alternatives which will help mitigate the impact of the layoff by working through the Tactical Employment Team (TET) program to:
 1. Maintain an employee skills inventory bank to be used as a basis for referrals to other employment opportunities.
 2. Determine if there are other positions to which employees may be transferred.
 3. Refer interested persons to vacancies which occur in other job classes for which they qualify and can use their layoff eligibility.
 4. Establish workshops to aid laid off employees in areas such as resume preparation, alternate career counseling, job search strategy, and interviewing skills.

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

10.2 Separation Through Layoff.

- A. Grounds for Layoff. Any employee(s) having permanent status in position(s) in the merit service may be laid off when the position is no longer necessary, or for reasons of economy, lack of work, lack of funds or for such other reason(s) as the Board of Supervisors deems sufficient for abolishing the position(s).
- B. Order of Layoff. The order of layoff in a department shall be based on inverse seniority in the class of positions, the employee in that department with least seniority being laid off first and so on.
- C. Layoff By Displacement.
 - 1. In the Same Class. A laid off permanent full-time employee may displace an employee in the department having less seniority in the same class who occupies permanent intermittent or permanent part-time position, the least senior employee being displaced first.
 - 2. In the Same Level or Lower Class. A laid off or displaced employee who had achieved permanent status in a class at the same or lower salary level as determined by the salary schedule in effect at the time of layoff may displace within the department and in the class an employee having less seniority; the least senior employee being displaced first, and so on with senior displaced employees displacing junior employees.
- D. Particular Rules on Displacing.
 - 1. Permanent-intermittent and permanent part-time employees may displace only employees holding permanent positions of the same type respectively.
 - 2. A permanent full-time employee may displace any intermittent or part-time employee with less seniority
 - a) In the same class as provided in Section 10.2 (Separation Through Layoff) paragraph C subparagraph 1 (In the Same Class) or,

- b) In a class of the same or lower salary level as provided in Section 10.2 (Separation Through Layoff) paragraph C subparagraph 2 (In the Same Level or Lower Class), if no fulltime employee in a class at the same or lower salary level has less seniority than the displacing employees.
3. Former permanent full-time employees who have voluntarily become permanent part time employees for the purpose of reducing the impact of a proposed layoff with the written approval of the Director of Human Resources or designee retain their permanent full-time employee seniority rights for layoff purposes only and may in a later layoff displace a full-time employee with less seniority as provided in these rules.

E. Seniority.

1. An employee's seniority within a class for layoff and displacement purposes shall be determined by adding the employee's length of service in the particular class in question to the employee's length of service in other classes at the same or higher salary levels as determined by the salary schedule in effect at the time of layoff. Employees reallocated or transferred without examination from one class to another class having a salary within five percent of the former class, shall carry the seniority accrued in the former class into the new class. Service for layoff and displacement purposes includes only the employee's last continuous permanent County employment. Periods of separation may not be bridged to extend such service unless the separation is a result of layoff in which case bridging will be authorized if the employee is reemployed in a permanent position within the employee's layoff eligibility. Approved leaves of absence as provided for in these rules and regulations shall not constitute a period of separation. In the event of ties in seniority rights in the particular class in question, such ties shall be broken by length of last continuous permanent County employment. If there remain ties in seniority rights, such ties shall be broken by counting total time in the department in permanent employment. Any remaining ties shall be broken by random selection among the employees involved.
2. Seniority for layoffs, pursuant to this Section 10 (Workforce Reduction/ Layoff/Reassignment) and subsection 20.5 (Reassignment Due to Layoff or Displacement) shall be based on series seniority rather than classification seniority. The Probation Counselor series includes Probation Counselor I, Probation Counselor II, and Probation Counselor III. The Deputy Probation Officer series includes Deputy Probation Officer I, Deputy Probation Officer II, and Deputy Probation Officer III. An employee's seniority within a series for layoff, displacement and reassignment purposes under subsection 19.6 (Seniority Credits) shall be determined by adding the employee's length of service in the particular series in which the employee currently holds a position, to the employee's

length of service in other classes at the same or higher salary levels as determined by the salary schedule in effect at the time of the layoff.

- F. Eligibility for Layoff List. Whenever any person who has permanent status is laid off, has been displaced, has been demoted by displacement or as voluntarily demoted in lieu of layoff or displacement, or has transferred in lieu of layoff or displacement, the person's name shall be placed on the Layoff List for the class of positions from which that person has been removed.
- G. Order of Names on Layoff. First, layoff lists shall contain the names of persons laid off, displaced, or demoted because of a layoff or displacement, or who have voluntarily demoted or transferred in lieu of layoff or displacement. Names shall be listed in order of layoff seniority in the class from which laid off, displaced, demoted, or transferred on the date of layoff, the most senior person listed first. In case of ties in seniority, the seniority rules shall apply except that where there is a class seniority tie between persons laid off from different departments, the tie(s) shall be broken by length of last continuous permanent County employment with remaining ties broken by random selection among the employees involved.
- H. Duration of Layoff & Reemployment Rights. The name of any person granted reemployment privileges shall continue on the appropriate list for a period of two (2) years. Persons placed on layoff lists shall continue on the appropriate list for a period of four (4) years.
- I. Certification of Persons From Layoff Lists. Layoff lists contain the name(s) of person(s) laid off, displaced or demoted by displacement or voluntarily demoted in lieu of layoff or displacement or transferred in lieu of layoff or displacement. When a request for personnel is received from the appointing authority of a department from which an eligible(s) was laid off, the appointing authority shall receive and appoint the eligible highest on the layoff list from the department. When a request for personnel is received from a department from which an eligible(s) was not laid off, the appointing authority shall receive and appoint the eligible highest on the layoff list who shall be subject to a probationary period. A person employed from a layoff list shall be appointed at the same step of the salary range the employee held on the day of layoff.
- J. Removal of Names from Layoff Lists. The Director of Human Resources may remove the name of any eligible from a layoff list for any reason listed below:
 - 1. For any cause stipulated in Section 404.1 (Causes for Disqualification) of the Personnel Management Regulations.
 - 2. On evidence that the eligible cannot be located by postal authorities.

3. On receipt of a statement from the appointing authority or eligible that the eligible declines certification or indicates no further desire for appointment in the class.
4. If three (3) offers of permanent appointment to the class for which the eligible list was established have been declined by the eligible.
5. If the eligible fails to respond to the Director of Human Resources or the appointing authority within ten (10) days to written notice of certification mailed to the person's last known address. If the person on the reemployment or layoff list is appointed to another position in the same or lower classification, the name of the person shall be removed. However, if the first permanent appointment of a person on a layoff list is to a lower class which has a top step salary lower than the top step of the class from which the person was laid off, the name of the person shall not be removed from the layoff list. Any subsequent appointment of such person from the layoff list shall result in removal of that person's name.

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

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

10.4 Special Employment Lists. The County will establish a Tactical Employment Team (T.E.T.) employment pool which will include the names of all laid off County employees. Special employment lists for job classes may be established from the pool. Persons placed on a special employment list must meet the minimum qualifications for the class. An appointment from such a list will not affect the individual's status on a layoff list(s). Employees in the T.E.T. employment pool shall be guaranteed a job interview for any vacant funded position for which they meet minimum qualifications. If there are more than five such employees who express an interest for one vacant funded position, the five most senior employees shall be interviewed. Seniority for this subsection shall be County seniority.

10.5 Reassignment of Laid Off Employees. Employees who are displaced within the same classification or within the Probation Counselor series or within the Probation Officer series from fulltime to part-time or intermittent status in a layoff, or who voluntarily reduced their work hours to reduce the impact of layoff, or who accepted a position of another status than that from which they were laid off upon referral from the layoff list, may request reassignment back to their pre-layoff status (full time or part-time or increased hours). The request must be in writing in accord with each department's reassignment bid or selection process. Employees will be advised of the reassignment procedure to be followed to

obtain reassignment back to their former status at the time of the workforce reduction. The most senior laid off employee in this status who requests such a reassignment will be selected for the vacancy; except when a more senior laid off individual remains on the layoff list and has not been appointed back to the class from which laid off, a referral from the layoff list will be made to fill the vacancy.

SECTION 11 - HOLIDAYS

11.1 Holidays Observed.

A. The County will observe the following holidays:

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

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

B. Each full-time employee will accrue two (2) hours of personal holiday credit per month. Such personal holiday time may be taken in increments of one-tenth hour (6 minutes), and preference of personal holidays shall be given to employees according to their seniority in their department as reasonably as possible. No employee may accrue more than forty (40) hours of personal holiday credit. On separation from County service, an employee shall be paid for any unused personal holiday credits at the employee's then current pay rate.

C. Employees who work in twenty-four (24) hour facilities or Probation Counselors designated as Juvenile Hall Transportation Officers by the Probation Department will, in addition to those holidays specified in Section 11.1.A above, observe Admission Day on September 9, Columbus Day on the second Monday in October, and Lincoln's Day on February 12 as holidays, but shall not accrue the two (2) hours per month of personal holiday credit referenced in Section 11.1.B above. Probation Counselors designated as Juvenile Hall Transportation Officers by the Probation Department may be required to work one or more of the holidays.

11.2 Holiday is NOT Worked.

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

For Probation Counselors and Probation Officers assigned to twenty-four (24) hour facilities, if Independence Day, Christmas Day, or New Years Day falls on a Saturday, the holiday will be observed on a Saturday, and if Independence Day, Christmas Day or New Year's Day falls on a Sunday, the holiday will be observed on a Sunday.

B. Holiday Observed in Excess of Eight (8) Hours. When a holiday falls on an employee's regularly scheduled work day, the employee is entitled to only eight (8) hours off without a reduction in pay. If the workday is a nine (9) hour day, the employee must use one (1) hour of non-sick leave accruals. If the employee does not have any non-sick leave accrual balances, leave without pay (A.W.O.P.) will be authorized.

C. Holidays Observed – Part-time Employees. Part-time employees are entitled to observe a holiday (day off work) in the same ratio as the number of hours the part-time employee's weekly schedule bears to forty (40) hours, without a reduction in pay, whenever a holiday is observed by the County.

D. Holiday on Regular Day Off of Employees on 4/10, 9/80, Flexible and Alternate Work Schedules. When a holiday is observed by the County on the regularly scheduled day off of an employee who is on a 4/10, 9/80, flexible or alternate work schedule, the employee is entitled to take eight (8) hours off, without a reduction in pay, in recognition of the holiday. The employee is entitled to receive eight (8) hours flexible compensatory time or pay at the rate of 1.0 times his/her base rate of pay in recognition of his/her regularly scheduled day off.

11.3 Holiday is WORKED and Holiday Falls on Regularly Scheduled Work Day of Full-Time Employees on Regular, 4/10, 9/80, Flexible, and Alternate Work Schedules:

A. Holiday Worked by Full-Time Employees on Regular, 4/10, 9/80, Flexible and Alternate Work Schedules (holiday falls on employee's regularly scheduled work day):

When a full-time employee works on a holiday that falls on the employee's regularly scheduled work day, the employee is entitled to receive his/her regular salary. The employee is also entitled to receive holiday pay at the rate of one and one-half (1.5) times his/her base rate of pay (not including differentials) or holiday compensation time at the same rate, up to a maximum of eight (8) hours. The employee is also entitled to receive overtime pay or overtime compensatory time at the rate of one and one-half (1.5) times his/her base rate of pay (not including differentials) for all hours worked on the holiday beyond eight (8) hours, but only if the employee was required to work on the holiday due to an emergency, except as provided in Section 7.1. This provision applies to regular, 4/10, 9/80, flexible and alternate work schedules.

11.4 Holiday is Worked and Falls On Regularly Scheduled Day Off of Full-Time Employees on 4/10, 9/80, flexible, and Alternate Work Schedules:

A. Holiday Worked by Full-Time Employees on 4/10, 9/80, Flexible, and Alternate Work Schedules (holiday falls on employee's scheduled day off).

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

B. See Section 11.3.A when an employee on a regular work schedule works on a holiday.

11.5 Holiday and Compensatory Time Provisions

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

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

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

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

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

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

A. All of the provisions of section 11 apply to all the full-time employees who work in twenty-four (24) hour facilities and who do not accrue two (2) hours per month of personal holiday credit.

B. When a holiday falls on the regularly scheduled day off of a full-time employee who works in a twenty-four (24) hour facility and who does not accrue two (2) hours per month of personal holiday credit, the employee's regularly scheduled day off moves to the employee's next scheduled work day.

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

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

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

11.8 Provisions for Part-Time Employees and Permanent Intermittent Employees Reopener. The parties agree to reopen the provisions of this Memorandum of Understanding for the limited purpose of meeting and conferring to ensure consistent practices across departments for part-time employees and permanent intermittent employees.

11.9 Automated Time Keeping. This agreement may be re-opened at the request of either party for the purpose of meeting and conferring regarding the establishment of automated time keeping system.

SECTION 12 - VACATION LEAVE

12.1 Vacation Allowance. Employees in permanent positions are entitled to vacation with pay. Accrual is based upon straight time hours of working time per calendar month of service and begins on the date of appointment to a permanent position. Increased accruals begin on the first of the month following the month in which the employee qualifies. Accrual for portions of a month shall be in minimum amounts of one (1) hour calculated on the same basis as for partial month compensation pursuant to Section 5.8 (Salary Reallocation and Salary Reallocation) of this MOU. Vacation credits may be taken in one-tenth hour (six minute) increments but may not be taken during the first six (6) months of employment (not necessarily synonymous with probationary status) except where sick leave has been exhausted; and none shall be allowed in excess of actual accrual at the time vacation is taken.

12.2 Vacation Leave on Reemployment From a Layoff List. Employees with six (6) months or more service in a permanent position prior to their layoff who are employed from a layoff list, shall be considered as having completed six months tenure in a permanent position for the purpose of vacation leave. The appointing authority or designee will advise the Auditor- Controller's Payroll Unit in each case where such vacation is authorized so that appropriate payroll system override actions can be taken.

12.3 Vacation Accrual Rates.

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

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

B. Service Award Date Defined. An employee's Service Award Date is the first day of his/her temporary, provisional, or permanent appointment to a position in the County. If an employee is first appointed to a temporary or provisional position and then later appointed to a permanent position, the Service Award Date for that employee is the date of the first day of the temporary or provisional appointment.

Example One:

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

Example Two:

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

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

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

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

SECTION 13 - SICK LEAVE

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

13.2 Credits to and Charges Against Sick Leave. Sick leave credits accrue at the rate of eight (8) working hours credit for each completed month of service, as prescribed by County Salary Regulations and this Memorandum of Understanding. Employees who work a portion of a month are entitled to a pro rata share of the monthly sick leave credit computed on the same basis as is partial month compensation. Credits to and charges against sick leave are made in minimum amounts of one-tenth hour (6 minutes) increments. Unused sick leave credits accumulate from year to year. When an employee is separated other than through retirement, accumulated sick leave credits shall be canceled, unless the separation results from layoff, in which case the accumulated credits shall be restored if reemployed in a permanent position within the period of layoff eligibility. As of the date of retirement, an employee's accumulated sick leave is converted to retirement on the basis of one day of retirement service credit for each day of accumulated sick leave credit.

13.3 Policies Governing the Use of Paid Sick Leave.

- A. As indicated above, the primary purpose of paid sick leave is to ensure employees against loss of pay for temporary absences from work due to illness or injury. The following definitions apply:

1. "Immediate Family" means and includes only the spouse, son, stepson, daughter, stepdaughter, father, stepfather, mother, stepmother, brother, sister, grandparent, grandchild, niece, nephew, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, foster children, aunt, uncle, cousin, stepbrother, stepsister, or domestic partner of an employee and/or includes any other person for whom the employee is the legal guardian or conservator, or any person who is claimed as a "dependent" for IRS reporting purposes by the employee.
 2. "Employee" means any person employed by Contra Costa County in an allocated position in the County service.
 3. "Paid Sick Leave Credits" means those sick leave credits provided for by County Salary Regulations and this Memorandum of Understanding.
 4. "Condition/Reason". With respect to necessary verbal contacts and confirmations which occur between the department and the employee when sick leave is requested or verified, a brief statement in non-technical terms from the employee regarding inability to work due to injury or illness is sufficient.
- B. Accumulated paid sick leave credits may be used, subject to appointing authority approval, by an employee in pay status, but only in the following instances:
1. Temporary Illness or Injury of an Employee. Paid sick leave credits may be used when the employee is off work because of a temporary illness or injury.
 2. Permanent Disability Sick Leave. Permanent disability means the employee suffers from a disabling physical injury or illness and is thereby prevented from engaging in any County occupation for which the employee is qualified by reason of education, training or experience. Sick leave may be used by permanently disabled employees until all accruals of the employee have been exhausted or until the employee is retired by the Retirement Board, subject to the following conditions:
 - a. An application for retirement due to disability has been filed with the Retirement Board.
 - b. Satisfactory medical evidence of such disability is received by the appointing authority within 30 days of the start of use of sick leave for permanent disability.

- c. The appointing authority may review medical evidence and order further examination as deemed necessary, and may terminate use of sick leave when such further examination demonstrates that the employee is not disabled, or when the appointing authority determines that the medical evidence submitted by the employee is insufficient, or where the above conditions have not been met.
3. Communicable Disease. An employee may use paid sick leave credits when under a physician's order to remain secluded due to exposure to a communicable disease.
4. Sick Leave Utilization for Pregnancy Disability. Employees whose disability is caused or contributed to by pregnancy, miscarriage, abortion, childbirth, or recovery there from, shall be allowed to utilize sick leave credit to the maximum accrued by such employee during the period of such disability under the conditions set forth below:
 - a. Application for such leave must be made by the employee to the appointing authority accompanied by a written statement of disability from the employee's attending physician. The statement must address itself to the employee's general physical condition having considered the nature of the work performed by the employee, and it must indicate the date of the commencement of the disability as well as the date the physician anticipates the disability to terminate.
 - b. If an employee does not apply for leave and the appointing authority believes that the employee is not able to properly perform her work or that her general health is impaired due to disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth or recovery there from the employee shall be required to undergo a physical examination by a physician selected by the County. Should the medical report so recommend, a mandatory leave shall be imposed upon the employee for the duration of the disability.
 - c. Sick leave may not be utilized after the employee has been released from the hospital unless the employee has provided the County with a written statement from her attending physician stating that her disability continues and the projected dates of the employee's recovery from such disability.
5. Medical and Dental Appointments. An employee may use paid sick leave credits:
 - a. For working time used in keeping medical and dental appointments for the employee's own care; and

- b. For working time used by an employee for pre-scheduled medical and dental appointments for an immediate family member.
- 6. Emergency Care of Family. An employee may use paid sick leave credits for working time used in cases of illness or injury to an immediate family member.
- 7. Death of Family Member. An employee may use paid sick leave credits for working time used because of a death in the employee's immediate family or of the employee's domestic partner, but this shall not exceed three (3) working days, plus up to two (2) days of work time for necessary travel. Use of additional accruals including sick leave when appropriate may be authorized in conjunction with the bereavement leave at the discretion of the appointing authority.
- 8. Legal Adoption of a Child. Paid sick leave credits may be used by an employee upon adoption of the child.
- 9. Accumulated paid sick leave credits may not be used in the following situations:
 - a. Vacation. Paid sick leave credits may not be used for an employee's illness or injury which occurs while he/she is on vacation but the County Administrator may authorize it when extenuating circumstances exist and the appointing authority approves.
 - b. Not in Pay Status. Paid sick leave credits may not be used when the employee would otherwise be eligible to use paid sick leave credits but is not in pay status.

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

A. Employee Responsibilities

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

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

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

1. Calling the employee's residence telephone number or other contact telephone number provided by the employee if telephone notification was not made in accordance with departmental sick leave call-in guidelines. These inquiries shall be subject to any restrictions imposed by the employee under subsection 13.4 (Administration of Sick Leave) paragraph A.
2. Obtaining the employee's signature on the Absence/Overtime Record, or on another form established for that purpose, as employee certification of the legitimacy of the claim.
3. Obtaining the employee's written statement of explanation regarding the sick leave claim.
4. Requiring the employee to obtain a physician's certificate or verification of the employee's illness, date(s) the employee was incapacitated, and the employee's ability to return to work, as specified above.
5. In absences of an extended nature, requiring the employee to obtain from their physician a statement of progress and anticipated date on which the employee will be able to return to work, as specified above. Department heads are responsible for establishing timekeeping procedures which will insure the submission of a time card covering each employee absence and for operating their respective offices in accordance with these policies and with clarifying regulations issued by the Office of the County Administrator. To help assure uniform policy

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

13.5 Disability.

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

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

2. The physical or mental health condition does exist, but it is not sufficient to prevent, preclude, or impair the employee's performance of duty, or is not sufficient to endanger the health or safety of the employee, other employees, or the public.
- K. If the appeal is to the Merit Board, the order and appeal shall be transmitted by the Director of Human Resources to the Merit Board for hearing under the Merit Board's Procedures, Section 1114-1128 inclusive. Medical reports submitted in evidence in such hearings shall remain confidential information and shall not be a part of the public record.
- L. If the appeal is to a Disability Review Arbitrator, the employee (and his representative) will meet with the County's representative to mutually select the Disability Review Arbitrator, who may be a de facto arbitrator, or a physician, or a rehabilitation specialist, or some other recognized specialist mutually selected by the parties. The arbitrator's fees and expenses shall be paid one-half by the County and one-half by the employee or the employee's Association. The arbitrator shall hear and review the evidence. The decision of the Disability Review Arbitrator shall be binding on both the County and the employee. The scope of the arbitrator's review shall be as follows:
1. The arbitrator may affirm, modify or revoke the leave of absence or suspension.
 2. The arbitrator may make his decision based only on evidence submitted by the County and the employee.
 3. The arbitrator may order back pay or paid sick leave credits for any period of leave of absence or suspension if the leave or suspension is found not to be sustainable, subject to the employee's duty to mitigate damages.

13.6 Workers' Compensation.

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

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

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

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

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

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

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

W = Statutory Workers' Compensation for a month

S = Monthly salary

For example:

W = \$960 per month Workers' Compensation

S = \$1667 per month salary

8 = 8 hours

C = Hours to be charged to Sick Leave

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

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

$$C = 8 (.4242)$$

$$C = 3.39$$

3 hours chargeable to sick leave

5 hours chargeable to Workers' Compensation

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

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

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

2. Sick Leave and Vacation. Sick leave and vacation shall accrue in accordance with the provision of State Labor Code 4850.
3. 4850 Pay Beyond One Year. If an injured employee remains eligible for Worker's Compensation temporary disability benefits beyond one year, full salary will continue by integrating sick leave and/or vacation accruals with Worker's Compensation benefits (use of vacation accruals must be approved by the department and the employee). If salary integration is no longer available because accruals are exhausted, Worker's Compensation benefits will be paid directly to the employee as prescribed by Workers Compensation laws.
4. Rehabilitation Integration. An injured employee who is eligible for Worker's Compensation rehabilitation temporary disability benefits and who has exhausted 4850 pay eligibility will continue to receive full salary by integrating sick leave and/or vacation accruals with Worker's Compensation rehabilitation temporary disability benefits. When these accruals are exhausted, the rehabilitation temporary disability benefits will be paid directly to the employee as prescribed by Workers Compensation laws.
5. Health Insurance. The County contribution to the employee's group insurance plan(s) continues during the 4850 pay period and during integration of sick leave or vacation with Worker's Compensation benefits.

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

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

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

SECTION 14 - CATASTROPHIC LEAVE BANK

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

14.2 Operation.

- A. The plan will be administered under the direction of the Director of Human Resources. The Human Resources Department will be responsible for receiving and recording all donations of accruals and for initiating transfer of credits from the bank to the recipient's sick leave account. Disbursement of accruals will be subject to the approval of a six (6) member committee composed of three (3) members appointed by the County Administrator and three (3) members appointed by the majority representative employee organizations. The committee 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 nonspecific. Consideration of all requests by the committee will be on an anonymous requester basis.
- B. Hours transferred from the Catastrophic Leave Bank to a recipient will be in the form of sick leave accruals and shall be treated as regular sick leave accruals. To receive credits under this plan, an employee must have permanent status, must have exhausted all time off accruals to a level below eight (8) hours total, have applied for a medical leave of absence and have medical verification of need. Donations are irrevocable unless the donation to the eligible employee is denied. Donations may be made in hourly blocks with a minimum donation of not less than four (4) hours per donation from balances in the vacation, holiday, floating holiday, compensatory time, or

holiday compensatory time accounts. Employees who elect to donate to a specific individual shall have seventy-five percent (75%) of their donation credited to the individual and twenty-five percent (25%) credited to the Catastrophic Leave Bank. Time donated will be converted to a dollar value and the dollar value will be converted back to sick leave accruals at the recipient's base hourly rate when disbursed. Credits will not be on a straight hour-for-hour basis. All computations will be on a standard 173.33 basis, except that employees on other than a forty (40) hour week will have hours prorated according to their status.

- C. Any recipient will be limited to a total of one thousand forty (1040) hours or its equivalent per catastrophic event; each donor will be limited to one hundred twenty (120) hours per calendar year.
- D. No element of this plan is grievable. All appeals from either a donor or recipient will be resolved on a final basis by the Director of Human Resources. No employee will have any entitlement to catastrophic leave benefits. The award of Catastrophic Leave will be at the sole discretion of the committee, both as to amounts of benefits awarded and as to persons awarded benefits. Benefits may be denied, or awarded for less than six (6) months. The committee will be entitled to limit benefits in accordance with available contributions and to choose from among applicants, on an anonymous basis, those who will receive benefits, except for hours donated to a specific employee. In the event a donation is made to a specific employee and the committee determines the employee does not meet the Catastrophic Leave Bank criteria, the donating employee may authorize the hours to be donated to the bank or returned to the donor's account. The donating employee will have fourteen (14) calendar days from notification to submit his/her decision regarding the status of their donation, or the hours will be irrevocably transferred to the Catastrophic Leave Bank. Any unused hours transferred to a recipient will be returned to the Catastrophic Leave Bank.

SECTION 15 - LEAVE OF ABSENCE

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

15.2 General Administration - Leaves of Absence.

- A. Requests for leave without pay shall be made upon forms prescribed by the Director of Human Resources and shall state specifically the reason for the request, the date when it is desired to begin the leave, and the probable date of return. Leave without pay may be granted for any of the following reasons:

1. Illness or disability.
 2. Pregnancy.
 3. Parental.
 4. To take a course of study such as will increase the employee's usefulness on return to the position.
 5. For other reasons or circumstances acceptable to the appointing authority.
- B. An employee must request family care leave at least thirty (30) days before the leave is to begin if the need for the leave is foreseeable. If the need is not foreseeable, the employee must provide written notice to the employer within five (5) days of learning of the event by which the need for family care leave arises.
- C. A leave without pay may be for a period not to exceed one (1) year, provided the appointing authority may extend such leave for additional periods. The procedure in granting extensions shall be the same as that in granting the original leave, provided that the request for extension must be made not later than thirty (30) calendar days before the expiration of the original leave.
- D. Nevertheless, a leave of absence for the employee's serious health condition or for family care (FMLA) shall be granted to an employee who so requests it for up to eighteen (18) weeks during a "rolling" twelve (12) month period measured backward from the date an employee uses his/her FMLA leave in accordance with Section 15.5 (Family Care or Medical Leave) below.
- E. Whenever an employee who has been granted a leave without any pay desires to return before the expiration of such leave, the employee shall submit a request to the appointing authority in writing at least fifteen (15) days in advance of the proposed return. Early return is subject to prior approval by the appointing authority. The Human Resources Department shall be notified promptly of such return.
- F. Except in the case of leave of absence due to family care, pregnancy, pregnancy disability, illness, or serious health condition, the decision of the appointing authority on granting or denying a leave or early return from leave shall be subject to appeal to the Director of Human Resources and not subject to appeal through the grievance procedure set forth in this MOU.

15.3 Furlough Days Without Pay (Voluntary Time Off or “V.T.O.”) Subject to the prior written approval of the appointing authority, employees may elect to take furlough days or hours without pay (pre-authorized absence without pay), up to a maximum of fifteen (15) calendar days for any one period. Longer pre-authorized absences without pay are considered leaves of absence without pay. Employees who take furlough time shall have their compensation for the portion of the month worked computed in accord with subsection 5.6 (Compensation for Portion of Month) of this MOU. Full-time and part-time employees who take furlough time shall have their vacation, sick leave, floating holiday, and any other payroll computed accruals computed as though they had worked the furlough time. When computing vacation, sick leave, floating holiday and other accrual credits for employees taking furlough time, this provision shall supersede subsections 11.1 (Holidays Observed), 12.1 (Vacation Allowance), 12.4 (Accrual During Leave Without Pay), 13.2 (Credits to and Charges Against Sick Leave), and 13.7 (Accrual During Leave Without Pay) of this MOU regarding the computation of vacation, sick leave, floating holiday, and other accrual credits as regards furlough time only. For payroll purposes, furlough time (absence without pay with prior authorization of the appointing authority) shall be reported separately from other absences without pay to the Auditor-Controller. The existing V.T.O. program shall be continued for the life of the contract.

15.4 Military Leave. Any employee who is ordered to serve as a member of the State Militia or the United States Army, Navy, Air Force, Marine Corps, Coast Guard or any division thereof shall be granted a military leave for the period of such service, plus ninety (90) days. Additionally, any employee who volunteers for service during a mobilization under Executive Order of the President or Congress of the United States and/or the State Governor in time of emergency shall be granted a leave of absence in accordance with applicable state or federal laws. Upon the termination of such service or upon honorable discharge, the employee shall be entitled to return to his/her position in the classified service provided such still exists and the employee is otherwise qualified, without any loss of standing of any kind whatsoever. An employee who has been granted a military leave shall not, by reason of such absence, suffer any loss of vacation, holiday, or sick leave privileges which may be accrued at the time of such leave, nor shall the employee be prejudiced thereby with reference to salary adjustments or continuation of employment. For purposes of determining eligibility for salary adjustments or seniority in case of layoff or promotional examination, time on military leave shall be considered as time in County service. Any employee who has been granted a military leave, may upon return, be required to furnish such evidence of performance of military service or of honorable discharge as the Director of Human Resources may deem necessary.

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

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

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

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

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

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

- A. **“Child”:** A biological, adopted, or foster child, stepchild, legal ward, conservatee or a child who is under eighteen (18) years of age for whom an employee stands in loco parentis or for whom the employee is the guardian or conservator, or an adult dependent child of the employee.
- B. **“Parent”:** A biological, foster, or adoptive parent, a step-parent, legal guardian, conservator, or other person standing in loco parentis to a child.
- C. **“Spouse”:** A partner in marriage as defined in California Civil Code Section 4100.
- D. **“Domestic Partner”:** An unmarried person, eighteen (18) years or older, to whom the employee is not related and with whom the employee resides and shares the common necessities of life.

- E. “Serious Health Condition”: An illness, injury, impairment, or physical or mental condition which warrants the participation of a family member to provide care during a period of treatment or supervision and involves either inpatient care in a hospital, hospice or residential health care facility or continuing treatment or continuing supervision by a health care provider (e.g. physician or surgeon) as defined by state and federal law.
- F. “Certification for Family **Care** (CFRA) Leave”: A written communication to the employer from a health care provider of a person for whose care the leave is being taken which need not identify the serious health condition involved, but shall contain:
1. The date, if known, on which the serious health condition commenced.
 2. The probable duration of the condition.
 3. An estimate of the amount of time which the employee needs to render care or supervision.
 4. A statement that the serious health condition warrants the participation of a family member to provide care during period of treatment or supervision.
 5. If for intermittent leave or a reduced work schedule leave, the certification should indicate that the intermittent leave or reduced leave schedule is necessary for the care of the individual or will assist in their recovery, and its expected duration.
- G. “Certification for Family **Medical** (FMLA) Leave”: A written communication from a health care provider of an employee with a serious health condition or illness to the employer, which need not identify the serious health condition involved, but shall contain:
1. The date, if known, on which the serious health condition commenced.
 2. The probable duration of the condition.
 3. A statement that the employee is unable to perform the functions of the employee's job.
 4. If for intermittent leave or a reduced work schedule leave, the certification should indicate the medical necessity for the intermittent leave or reduced leave schedule and its expected duration.

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

15.10 Pregnancy Disability Leave.

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

15.11 Group Health Plan Coverage. Employees who were members of one of the group health plans prior to commencement of their leave of absence can maintain their health plan coverage with the County contribution by maintaining their employment in pay status as described in subsection 15.12 (Leave Without Pay – Use of Accruals). During the eighteen (18) weeks of an approved medical or family care leave under subsection 15.5 (Family Care Leave or Medical Leave) above, the County will continue its contribution for such health plan coverage even if accruals are not available for use to maintain pay status as required under subsection 15.12 (Leave Without Pay – Use of Accruals). In order to maintain such coverage, employees are required to pay timely the full employee contribution to maintain their group health plan coverage, either through payroll deduction or by paying the County directly.

15.12 Leave Without Pay - Use of Accruals.

- A. All Leaves of Absence. During the first twelve (12) month period of any leave of absence without pay, an employee may elect to maintain pay status each month by using available sick leave (if so entitled under subsection 13.3 - Policies Governing the Use of Paid Sick Leave), vacation, floating holiday, compensatory time off or other accruals or entitlements; in other words, during the first twelve (12) months, a leave of absence without pay may be "broken" into segments and accruals used on a monthly basis at the employee's discretion. After the first twelve (12) months, the leave period may not be "broken" into segments and accruals may not be used, except when required by Long Term Disability (“LTD”) Benefit Coordination or Sick Leave Integration or as provided in the sections below.

- B. California Family Rights Act (CFRA) and Federal Medical Leave Act (FMLA). During the eighteen (18) weeks of an approved medical (FMLA) or family care (CFRA) leave, if a portion of that leave will be on a leave of absence without pay, the employee will be required to use at least 0.1 hour of sick leave (if so entitled under subsection 13.3 - Policies Governing the Use of Paid Sick Leave), vacation, floating holiday, compensatory time off or other accruals or entitlements if such are available, although use of additional accruals is permitted under subsection 15.12, paragraph A (All Leaves of Absence) above.
- C. Leave of Absence/Long Term Disability (LTD) Benefit Coordination. An eligible employee who files an LTD claim and concurrently takes a leave of absence without pay will be required to use accruals as provided in subsection 15.12 (All Leaves of Absence) paragraph B herein during the eighteen (18) week entitlement period of a medical leave specified above. If an eligible employee continues beyond the eighteen (18) week entitlement period on a concurrent leave of absence/LTD claim, the employee may choose to maintain further pay status only as allowed under subsection 15.12 (All Leaves of Absence) paragraph A herein.
- D. Sick leave accruals may not be used during any leave of absence, except as allowed under subsection 13.3 (Policies Governing the Use of Paid Sick leave).

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

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

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

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

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

SECTION 16 - JURY DUTY AND WITNESS DUTY

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

- A. When called for jury duty, County employees, like other citizens, are expected to discharge their jury duty responsibilities.
- B. Employees shall advise their department as soon as possible if scheduled to appear for jury duty.
- C. If summoned for jury duty in a Superior or Federal Court, or a Coroner's jury, employees may remain in their regular County pay status, or they may take paid leave (vacation, floating holiday, etc.) or leave without pay and retain all fees and expenses paid to them.
- D. When an employee is summoned for jury duty selection or is selected as a juror in a Superior or Federal Court, employees may remain in a regular pay status if they waive all fees (other than mileage), regardless of shift assignment and the following shall apply:
 - 1. If an employee elects to remain in a regular pay status and waive or surrender all fees (other than mileage), the employee shall obtain from the Clerk or Jury Commissioner a certificate indicating the days attended and noting that fees other than mileage are waived or surrendered. The employee shall furnish the certificate to his department where it will be retained as a department record. An "Absence/Overtime Record" ("AOR") is not required.

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

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

SECTION 17 - HEALTH, LIFE & DENTAL CARE

17.1 Health Plan Coverage.

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

1. Contra Costa Health Plans (CCHP), Plan A
2. Contra Costa Health Plans (CCHP), Plan B
3. Kaiser Permanente Health Plan
4. Health Net HMO/EPO
5. Health Net PPO
6. Delta Dental
7. PMI Delta Care Dental

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

17.2 County Health and Dental Plan Contribution Rates.

A. Premium Subsidy

1. Plans other than CCHP A, CCHP B, Delta Dental/CCHP A and B and PMI Delta Care/CCHP A and B and Healthnet PPO. Beginning one hundred (100) calendar days after the date on which the Board of Supervisors approves this agreement, or January 1, 2011, whichever is earlier, and for each calendar year thereafter, the County will pay a monthly premium subsidy for each health and dental plan (other than CCHP Health and coordinated dental plans and the Health Net PPO) listed in Attachment B that is equal to the actual dollar premium subsidy that is paid by the County in 2009, plus fifty percent (50%) of that portion of the premium increase charged by the health or dental plan for 2010 that does not exceed eleven percent (11%) of the 2009 plan premium, plus one hundred percent (100%) of that additional portion of the premium increase charged by the health or dental plan for 2010 that exceeds eleven percent (11%) of the 2009 plan premium, if any. If there is an increase in the premium charged by a health or dental plan for 2011, the County and the employees will each pay fifty percent (50%) of that portion of the premium increase that does not exceed eleven percent (11%) of the 2010 premium. If the premium increase for 2011 exceeds eleven percent (11%) of the 2010 premium charged by the health or dental plan, the County additionally will pay that portion of the premium increase that exceeds eleven percent (11%) of the 2010 premium.
2. CCHP A, CCHP B, Delta Dental/CCHP A and B, PMI Dental Care/CCHP A and B. Beginning one hundred (100) calendar days after the date on which the Board of Supervisors approves this agreement, or January 1, 2011, whichever is earlier, and for each calendar year thereafter, the County will pay a monthly premium subsidy for CCHP Plan A and the coordinated dental plans listed in Attachment B that is equal to ninety-three percent (93%) of the total monthly premium that is paid for the plan in 2010. Beginning one hundred (100) calendar days after the date on which the Board of Supervisors approves this agreement, or January 1, 2011, whichever is earlier, and for each calendar year thereafter, the County will pay a monthly premium subsidy for CCHP Plan B that is equal to eighty seven percent (87%) of the total monthly premium that is paid for

the plan in 2010. If there is an increase in the premium charged by a CCHP health and/or coordinated dental plan for 2011, the County and the employees will each pay fifty percent (50%) of that portion of the premium increase that does not exceed eleven percent (11%) of the 2010 premium charged by the CCHP health and/or coordinated dental plan. If the premium increase for 2011 exceeds eleven percent (11%) of the 2010 premium charged by the CCHP health and/or coordinated dental plan, the County additionally will pay that portion of the premium increase that exceeds eleven percent (11%) of the 2010 premium.

3. Health Net PPO. Beginning one hundred (100) calendar days after the date on which the Board of Supervisors approves this agreement, or January 1, 2011, whichever is earlier, and for each calendar year thereafter, the County will pay a monthly premium subsidy for the Health Net PPO that is equal to the actual dollar monthly premium subsidy that is paid by the County in 2009. During the term of this agreement, if there are increases in the premium charged by the Health Net PPO plan, the County and the employees will each pay fifty percent (50%) of any premium increase above the 2009 premium.

4. After June 29, 2011, the County will pay a monthly premium subsidy for each health and/or dental plan that is equal to the actual dollar amount of the monthly premium subsidy that is paid by the County in the month of May 2011. The amount of the county subsidy that is paid will thereafter be a set dollar amount and will not be a percentage of the premium charged by the health and/or dental plan.

B. If the County contracts with a health and/or dental plan provider not listed in Attachment "B" the amount of the premium subsidy that the County will pay to that health and/or dental 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.

17.3 Retirement Coverage:

A. Upon Retirement:

1. Upon retirement eligible employees and their eligible family members may remain in their County health/dental plan, but without County-paid life insurance coverage, if immediately before their proposed retirement the employees and dependents are either active subscribers to one of the County contracted health/dental plans or if while on authorized leave of absence without pay, they have retained continuous coverage during the leave period. Beginning one hundred (100) calendar days after the date

on which the Board of Supervisors approves this agreement, or January 1, 2011, whichever is earlier, the County will pay the same monthly premium subsidies for eligible retirees and their eligible family members as set forth in subsection 17.2 (County Health and Dental Plan Contribution Rates) paragraph A.

2. Any person who becomes age 65 on or after the date on which the Board of Supervisors approves this agreement, and who is eligible for Medicare must immediately enroll in Medicare Parts A and B.
3. For employees hired on or after January 1, 2011, and their eligible family members, no monthly premium subsidy will be paid by the County for any health or dental plan after they separate from County employment. However, any such eligible employee who retires under the Contra Costa County Employees' Retirement Association ("CCCERA") may retain continuous coverage of any county health or dental plan provided that (i) he or she begins to receive a monthly retirement allowance from CCCERA within one hundred twenty (120) days of separation from County employment and (ii) he or she pays the full premium cost under the chosen health and/or dental plan without any County premium subsidy.

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

1. Health and dental coverage during the deferred retirement period is totally at the expense of the employee, without any County contributions.
2. Life insurance coverage is not included.
3. To continue health and dental coverage, the employee must:
 - a. be qualified for a deferred retirement under the 1937 Retirement Act provisions;
 - b. be an active member of a County group health and/or dental plan at the time of filing their deferred retirement application and elect to continue plan benefits;
 - c. be eligible for a monthly allowance from the Retirement System and direct receipt of a monthly allowance within twenty-four (24) months of application for deferred retirement; and
 - d. file an election to defer retirement and to continue health benefits hereunder with the County Benefits Division within thirty (30) days before separation from County service.

4. Deferred retirees who elect continued health benefits hereunder and their eligible family members may maintain continuous membership in their County health and/or dental plan group during the period of deferred retirement by paying the full premium for health and dental coverage on or before the 10th of each month, to the Contra Costa County Auditor-Controller. When the deferred retirees begin to receive retirement benefits, they will qualify for the same health and/or dental plan coverage pursuant to paragraph A, above, as similarly situated retirees who did not defer retirement.
 5. Deferred retirees may elect continued health benefits hereunder after retirement and may elect not to maintain participation in their County health and/or dental plan during their deferred retirement period. When they begin to receive retirement benefits they will qualify for the same health and/or dental coverage pursuant to paragraph A, above, as similarly situated retirees who did not defer retirement are entitled, provided reinstatement to a County group health and/or dental plan will only occur following a three (3) full calendar month waiting period after the month in which their retirement allowance commences.
 6. Employees who elect deferred retirement will not be eligible in any event for County health or dental plan subvention unless the member draws a monthly retirement allowance within twenty-four (24) months after separation from County service.
 7. Deferred retirees and their eligible family members are required to meet the same eligibility provisions for health/dental plans as similarly situated retirees who did not defer.
- C. Employees Hired After December 31, 2006 - Eligibility for Retiree Health Coverage: All employees hired after December 31, 2006 are eligible for retiree health/dental coverage pursuant to subsection 17.3 (Retirement Coverage) paragraphs (A) and (B), above, upon completion of fifteen (15) years of service as an employee of Contra Costa County. For purposes of retiree health eligibility, one (1) year of service is defined as one thousand (1,000) hours worked within one anniversary year. The existing method of crediting service while an employee is on an approved leave of absence will continue for the duration of this Agreement.
- D. Subject to the provisions of subsection 17.3 (Retirement Coverage) paragraphs A, B, and C and upon retirement, the following employees (and their eligible family members) are eligible to receive a monthly premium subsidy for health and dental plans or are eligible to retain continuous coverage of such plans: employees, and each employee who retires from a position or classification that was represented by this bargaining unit at the time of his or her retirement.

- E. For purposes of this subsection 17.3 (Retirement Coverage) only, 'eligible family members' does not include Survivors of employees or retirees.

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

- A. Health, Dental and Life Participation by Other Employees: Permanent part-time employees working nineteen (19) hours per week or less may participate in the County Health and/or Dental plans (with the associated life insurance benefit) at the employee's full expense.
- B. Coverage Upon Separation: An employee who separates from County employment is covered by his/her County health and/or dental plan through the last day of the month in which he/she separates. Employees who separate from County employment may continue group health and/or dental plan coverage to the extent provided by the COBRA laws and regulations.

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

- A. The Subscriber's Legal Spouse.
- B. The Subscriber's Qualified Domestic Partner.
- C. Children of the Subscriber, the Subscriber's spouse, or the Subscriber's Qualified Domestic Partner who are unmarried and are:
 - 1. Under 19 years of age.
 - 2. Age 19 and over, who are dependent qualifying children as defined by the Internal Revenue Service in Publication 501.
 - 3. Age 19 and over, disabled and incapable of sustaining employment due to a physical or mental disability that existed prior to the child's attainment of age 19, and who are qualifying dependent children as defined by the Internal Revenue Service in Publication 501.
 - 4. Children who qualify as "dependent children" include natural children, step-children, adopted children, and any children specified in a Qualified Medical Support Order or similar court order.

17.6 Dual Coverage.

- A. On and after January 1, 2011, each employee and retiree may be covered only by a single County health (or dental) plan, including a CalPERS plan. For example, a County employee may be covered under a single County health and/or dental plan as either the primary insured or the dependent of another County employee or retiree, but not as both the primary insured and the dependent of another County employee or retiree.
- B. On and after January 1, 2011, all dependents may be covered by the health and/or dental plan of only one spouse or one domestic partner. For example, when both husband and wife are County employees, all of their eligible children may be covered as dependents of either the husband or the wife, but not both.
- C. For purposes of this subsection 17.6 (Dual Coverage) only, "County" includes the County of Contra Costa and all special districts governed by the Board of Supervisors, including, but not limited to, the Contra Costa County Fire Protection District.

17.7 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.

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

17.9 Health Care Spending Account. After six (6) months of permanent employment, full and part-time (20/40 or greater) employees may elect to participate in a Health Care Spending Account (HCSA) Program designated to qualify for tax savings under Section 125 of the Internal Revenue Code, but such savings are not guaranteed. The HCSA Program allows employees to set aside a predetermined amount of money from their pay, not to exceed the lesser of either five thousand dollars (\$5,000), or the maximum amount authorized by federal law, per calendar year, of before tax dollars, for health care expenses not reimbursed by any other health benefit plans. HCSA dollars may be expended on any eligible medical expenses allowed by Internal Revenue Code Section 125. Any unused balance is forfeited and cannot be recovered by the employee.

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

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

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

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

17.14 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.

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

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

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

17.17 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.

SECTION 18 - PROBATIONARY PERIOD

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

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

18.3 Criteria. The probationary period shall date from the time of appointment to a permanent position after certification from an eligible list. It shall not include time served under provisional appointment or under appointment to limited term positions or any period of continuous leave of absence without pay or period of work connected disability exceeding fifteen (15) calendar days. For those employees appointed to permanent-intermittent positions with a nine (9) month probation period, probation will be considered completed upon serving fifteen hundred (1500) hours after appointment except that in no instance will this period be less than nine (9) calendar months from the beginning of probation. If a permanent-intermittent probationary employee is reassigned to full-time, credit toward probation completion in the full-time position shall be prorated on the basis of one hundred seventy-three (173) hours per month.

18.4 Rejection During Probation/Appeal.

- A. An employee who is rejected during the probation period and restored to the eligible list shall begin a new probationary period if subsequently certified and appointed.
- B. Notwithstanding any other provisions of this section, an employee (probationer) shall have the right to appeal from any rejection during the probationary period based on political, or religious or Association activities, or race, color, national origin, sex, age, disability, or sexual orientation.

- C. The appeal must be written, must be signed by the employee and set forth the grounds and facts by which it is claimed that grounds for appeal exist under subsection 18.4 (Rejection During Probation/Appeal) paragraph B and must be filed through the Director of Human Resources to the Merit Board by 5:00 p.m. on the seventh (7th) calendar day after the date of delivery to the employee of notice of rejection.
- D. The Merit Board shall consider the appeal, and if it finds probable cause to believe that the rejection may have been based on grounds prohibited in subsection 18.4 (Rejection During Probation/Appeal) paragraph B, it may refer the matter to a Hearing Officer for hearing, recommended findings of fact, conclusions of law and decision, pursuant to the relevant provisions of the Merit Board rules in which proceedings the rejected probationer has the burden of proof.
- E. If the Merit Board finds no probable cause for a hearing, it shall deny the appeal. If, after hearing, the Merit Board upholds the appeal, it shall direct that the appellant be reinstated in the position and the appellant shall begin a new probationary period unless the Merit Board specifically reinstates the former period.

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

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

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

18.6 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.

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

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

SECTION 19 - PROMOTION

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

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

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

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

- A. An evaluation of the position(s) in question must show that the duties and responsibilities have significantly increased and constitute a higher level of work.
- B. The incumbent of the position must have performed at the higher level for six (6) months.
- C. The incumbent must meet the minimum education and experience requirements for the higher class.
- D. The action must have approval of the Director of Human Resources.
- E. The Association approves such action. The appropriate rules regarding probationary status and salary on promotion are applicable.

19.5 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.

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

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

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

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

SECTION 20 - POSTING OF VACANCIES AND REASSIGNMENT

20.1 Voluntary Reassignment – Probation Counselors. The following terms shall govern the voluntary reassignment of Probation Counselors:

- A. **Responsibility For Implementation.** Implementation of the posting and reassignment procedures is the responsibility of the Probation Manager assigned responsibility for the Personnel Unit for Institutions and Treatment Programs.
- B. **Posting of Probation Counselor Vacancies.**
 1. **Positions Must Be Posted.** All vacant Probation Counselor positions which may occur by creation of new positions, separation, promotion, demotion or reassignment must be posted for permanent employee bidding.
 2. **Order of Posting.** When a vacancy occurs within a Probation Counselor classifications within Juvenile Institutions or treatment programs, that vacancy (shift schedule) will be posted in all Juvenile Institutions and Treatment Programs. Selection procedures and criteria shall be as provided in subsection 20.1 (Voluntary Reassignment – Probation Counselors) paragraphs G (Interviews and Withdrawal) and H (Selection Criteria for Probation Counselor Vacancies) below.
 3. **Duration of Posting.** A vacant Probation Counselor position notice shall be posted for seven (7) calendar days. The notice shall specify job characteristics and shall be posted only once.

4. Posting Locations. When a vacancy occurs within a Probation Counselor unit, that vacancy (including shift schedule) will be posted on bulletin boards in or near employee work areas throughout the department.
5. Reasons For Not Posting. If a vacant Probation Counselor position in a juvenile institution is not posted within thirty (30) days, a notice of the reasons why not shall be posted.

C. Eligibility to Bid for Reassignment.

1. Definition of Bidder. For purposes of this procedure, a bidder is an employee in the same classification series who is eligible to bid under this subsection 20.1 (Voluntary Reassignment – Probation Counselors) paragraph C (Eligibility to Bid for Reassignment) who meets all the minimum qualifications for the position including any specialized requirements such as bilingual ability, position flag requirements, and who submits a bid on the position.
2. Bearing of Status on Eligibility To Request Reassignment.
 - a. All permanent full-time, permanent part-time or permanent intermittent employees may request reassignment to any open permanent position in the same classification anywhere else in the Department.
 - b. Employees who are in a temporary status or provisionally appointed to a permanent position may not bid for reassignment under this procedure.
 - c. Employees who are on probation or who have been in a new work assignment for less than three (3) months may bid for a vacant position which is open. However, the bid will be considered if, when bidding is closed, there are less than three (3) employees who are not on probation or in new assignments who have bid for the position. Bids from employees on probation or in new assignments will be in addition to any names referred to the department through the certification process described in Section 20.1.E (Order of Candidate Consideration) paragraph 2 below. Probation Counselors who have completed three (3) months of their one (1) year probation may bid the same as all other permanent employees.

D. Bid Procedures.

1. Employees will inform the Administrative Probation Manager of their interest in a posted Probation Counselor vacancy via the Reassignment Request form.

2. Bidding While on Leave. Employees interested in a particular assignment and wishing to be notified of an open position while on vacation, sick leave or leave of absence (not scheduled day off) may leave a written notice or a self-addressed, stamped envelope with the supervisor of the position they are interested in. It is not the unit supervisor's responsibility to contact an employee who is not working (i.e. sick leave, vacation, leave of absence, worker's compensation, etc.)

E. Order of Candidate Consideration.

1. If three (3) or more eligible bidders apply for a Probation Counselor vacancy only the three (3) most senior bidders will be considered.
 2. If less than three (3) Probation Counselors bid for a Probation Counselor vacancy or less than three (3) bidders are eligible for the position, the Probation Manager may add names from the Merit System eligibility list to ensure the creation of a three (3) candidate pool.
- F. The selected employee will not be eligible to bid for another vacancy for six (6) months from the start date of the new assignment.

G. Interviews.

1. Withdrawal. Candidates have the option of withdrawing from the reassignment process at any time prior to the interview. Once the interview is held, the selected candidate is obligated to accept the reassignment.
2. Interviews.
 - a. For purposes of selection, the interview panel will consider the three (3) most senior candidates as equals. For the purposes of bidder selection, the "Rule of 3" shall apply. That is, the supervisor is entitled to select from three (3) candidates and the three (3) most senior may be considered as equal. Seniority for bidding purposes means classification series seniority.
 - b. The supervisor shall offer to interview all candidates either in person or on the telephone. Subsequent to submitting a bid, an employee may waive consideration for the position at any time by notifying the supervisor verbally or in writing in which case the next most senior bidder (if any) or candidate from the eligible list may be considered. The remaining active bidders will be advised within ten (10) work days after the posting is removed whether they have been selected or the status of their bid. If requested by the employee, supervisors shall give an employee in writing the reason(s) why he or she was not selected.

- H. Selection Criteria for Probation Counselor Vacancies. The criteria to be considered by the unit supervisor in making the selection for a Probation Counselor vacancy are:
1. Applicant's suitability for the position, including training and experience.
 2. The assessment of the applicant's performance in the position held at the time of the consideration for reassignment.
 3. Length of service in the unit.
- I. Bidder's Remorse. The selected employee shall have no claim on the job(s) he or she left. If a decision is made by the employee to seek immediate reassignment, the employee may only be placed in another vacant position in accordance with this policy.

20.2. Voluntary Reassignment – Probation Officers. The following terms of this Section B shall govern the voluntary reassignment of Probation Officers.

- A. Responsibility For Implementation. Implementation of the posting and reassignment procedures is the responsibility of the Probation Manager assigned responsibility for the Personnel Unit for Probation Officer operations.
- B. Notice of Vacant Probation Officer Positions.
1. Notice Required. Notice shall be given in the manner provided below to employees of all vacant Probation Officer positions which may occur by creation of new positions, separation, promotion, demotion or reassignment.
 2. Notice Through Pre-Posting Polling: Once a determination is made that a vacancy is to be filled the manager overseeing the position shall informally poll all Probation Officers he or she supervises in the work unit in which the vacancy exists to determine whether a Probation Officer in the unit desires reassignment to the vacancy. If one (1) or more Probation Officers within the supervisor's work unit desire reassignment to the vacancy, the vacancy shall be filled in the manner provided in subsection 20.2 (Voluntary Reassignment – Probation Officers) paragraph E subparagraph 1 below.
 3. Post-Polling Email Notice. If no Probation Officer in the Unit expresses interest in and is reassigned to the vacancy as a result of the polling process, the manager shall initiate a notice announcing the opening. The Departmental Personnel Clerk will distribute an e-mail version of the Posting Notice to "PROB-All Staff" in the departmental address book.

C. Eligibility To Bid For Reassignment.

1. Definition of Bidder. For purposes of this procedure, a bidder is an employee in the same class who is eligible to bid under this subsection 20.2 (Voluntary Reassignment – Probation Officers) paragraph C (Eligibility To Bid For Reassignment) who meets all the minimum qualifications for the position including any specialized requirements such as bilingual ability, position flag requirements, and who submits a bid on the position.
2. Bearing of Status on Eligibility To Request Reassignment.
 - a. All permanent full-time, permanent part-time or permanent intermittent employees may request reassignment to any open permanent position in the same classification anywhere else in the Department.
 - b. Employees who are in a temporary status or provisionally appointed to a permanent position may not bid for reassignment under this procedure.
 - c. Probationary and New Assignment Bidding. Employees who are on probation or who have been in a new work assignment for less than three (3) months may bid for a vacant position which is open. However, the bid will be considered if, when bidding is closed, there are less than three (3) employees who are not on probation or in new assignments who have bid for the position. Bids from employees on probation or in new assignments will be in addition to any names referred to the department through the certification process described in Subsection 20.2.E (Order of Candidate Consideration) paragraph 2 below.
 - d. Newly appointed Probation Officers are eligible to apply for voluntary reassignment after they have served two (2) years in their assignment. Permanent employees accepting a voluntary reassignment are expected to remain in that assignment for at least one (1) year.

D. Bid Procedures.

1. Except during the polling process described in subsection 20.2 (Voluntary Reassignment – Probation Officers) paragraph B subparagraph 2 (Notice Through Pre-Posting Polling) above, employees interested in a Probation Officer position shall submit a written request/email to the Personnel Clerk identifying his or her interest in the posted position before the position closes.

2. Bidding While on Leave. Employees interested in a particular assignment and wishing to be notified of an open position while on vacation, sick leave or leave of absence (not scheduled day off) may leave a written notice or a self-addressed, stamped envelope with the supervisor of the position they are interested in. It is not the unit supervisor's responsibility to contact an employee who is not working (i.e. sick leave, vacation, leave of absence, worker's compensation, etc.).

E. Order of Candidate Consideration.

1. If, during polling conducted pursuant to Section 20.2 (Voluntary Reassignment – Probation Officers) paragraph B subparagraph 2 (Notice Through Pre-Posting Polling) above, a Probation Officer in the unit containing the vacancy expresses to his or her Supervisor a desire for the vacancy, he or she shall be granted the reassignment unless more than one Probation Officer in the Unit desires the vacancy. In such latter case, the most senior interested Probation Officer in the unit shall be granted the reassignment. In either case, no further selection procedures shall be required. However, if no Probation Officer in the unit desires the vacancy, it shall be filled in accordance with Sections 20.2 (Voluntary Reassignment – Probation Officers) paragraphs E (Order of Candidate Consideration) through H (Consideration of Otherwise Ineligible Bidders for Probation Officer Vacancies) below.
2. If a Probation Officer vacancy is not filled through polling as described in Subsection 20.2 (Voluntary Reassignment – Probation Officers) paragraph B subparagraph 2 (Notice Through Pre-Posting Polling) above, and after department-wide posting there are less than three (3) eligible applicants for a Probation Officer position, the Department may consider all candidates with less than the required time in an assignment, who have applied. If there are still less than three (3) candidates, the department may interview candidates from the existing eligible lists.
3. If, as a result of posting pursuant to subsection 20.2.B.3 (Post-Polling Email Notice) above, three (3) or more eligible bidders apply for a Probation Officer vacancy from within the unit containing the vacancy, only the three (3) most senior bidders will be considered.

F. Interviews and Withdrawal.

1. Withdrawal. Candidates have the option of withdrawing from the reassignment process at any time prior to the interview. Once the interview is held, the selected candidate is obligated to accept the reassignment.

2. Interviews.

- a. The supervisor may begin interviewing bidders immediately upon posting the bid notice. However, no more than three (3) candidates may be interviewed for a posted position.
- b. For purposes of selection, the interview panel will consider the three (3) most senior candidates as equals. For the purposes of bidder selection, the "Rule of 3" shall apply. That is, the supervisor is entitled to select from three (3) candidates and the three (3) most senior may be considered as equal. Seniority for bidding purposes means classification series seniority.
- c. The supervisor shall offer to interview all candidates either in person or on the telephone. Subsequent to submitting a bid, an employee may waive consideration for the position at any time by notifying the supervisor verbally or in writing in which case the next most senior bidder (if any) or candidate from the eligible list may be considered. The remaining active bidders will be advised within ten (10) work days after the posting is removed whether they have been selected or the status of their bid. If requested by the employee, supervisors shall give an employee in writing the reason(s) why he or she was not selected.
- d. No more than three (3) candidates may be interviewed for a posted position.

G. Selection Criteria for Probation Officer Vacancies. The criteria to be used in making selection from among applicants for reassignments are as follows:

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

H. Consideration of Otherwise Ineligible Bidders for Probation Officer Vacancies. All vacant Probation Officer positions shall be filled in accordance with the criteria in Subsection 20.2.G (Selection Criteria for Probation Officer Vacancies) immediately above by an employee who has requested to be reassigned to the position. However, if the Department considers candidates with less than the required time in an assignment pursuant to subsection 20.2 (Voluntary Reassignment – Probation Officers) paragraph E (Order of Candidate Consideration)

subparagraph 2 above, the needs of the Department will be the primary factor.

- I. Bidder's Remorse. The selected employee shall have no claim on the job(s) he or she left. If a decision is made by the employee to seek immediate reassignment, the employee may only be placed in another vacant position in accordance with this policy.
- J. Assignment Trades – Probation Officers. Requests for “trades” in assignments between two Probation Officers in the same classification holding comparable positions where no vacancies exist can be made to their respective Managers. Such requests shall indicate the names of both parties of the proposed trade together with the reasons for the trade. If more than one Manager is involved, the Managers shall confer and, if necessary, interview the persons requesting the trade.

20.3 Involuntary Administrative Reassignment Procedure – Probation

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

- A. Management will identify the classifications and positions from which reassignments are necessary.
- B. Affected employees will be provided with a list of vacancies/ assignments for which they may apply.
- C. Affected employees shall be given the opportunity to volunteer for the available vacancies/assignments and shall be considered in accordance with Part f. of the voluntary reassignment procedure.

- D. If there are insufficient volunteers for the number of available positions or no volunteers, and involuntary reassignments are still required, the least senior qualified affected employee shall be reassigned to the vacant assignment identified by management, followed by the next least senior employee, and so on in inverse order of seniority until all necessary reassignments are completed. Qualified is defined as a person possessing the necessary training or experience for the specific assignment. Seniority for involuntary reassignment purposes shall be defined as seniority within classification. Nothing contained in this Section shall prohibit the Department and the Association from making a mutually agreed upon alternative arrangement. In no event shall reassignments be utilized for disciplinary purposes.

20.4 Administrative Reassignments - Probation Officers.

- A. The appointing authority may assign an employee from one position to another position in the same series within the department. Administrative reassignments may be required from time to time to facilitate Department functions and efficiency. These involuntary reassignments may be for such purposes as adjusting workload levels, accommodating changes in funding, filling assignments with special requirements, etc. The following procedure shall only apply to permanent reassignments and is not intended to apply to temporary assignments to cover sick leave, training assignments, vacation, etc.
1. Management will identify the classification and position(s) from which reassignment are necessary.
 2. Affected employees will be provided a list of assignments for which they may apply.
 3. Affected employees shall be given an opportunity to volunteer for vacancies and shall be reassigned on the basis of series seniority.
 4. If there are no volunteers for reassignment, the least senior employee(s) (based on series seniority) in the affected work unit shall be reassigned.
 5. The department will provide the affected employee with as much advance notice as possible.
 6. Employees administratively reassigned shall not be precluded from bidding on future open positions via the Department Reassignment Process.
 7. Nothing contained in this section shall prohibit the Department and the Association from making a mutually agreed upon alternative arrangement.

- B. Involuntary reassignments are the reassignment of permanent employees in their existing classification to a new worksite, shift or program area. Involuntary reassignments shall not be utilized for disciplinary purposes. Nothing contained in this section shall prohibit the reassignment of a Deputy Probation Officer who is not meeting the job expectations of another agency or department to which that the Probation Officer is assigned.

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

- A. A list of vacant positions shall be posted in work areas of all affected employees for a minimum of five (5) work days.
- B. Employees shall be given the opportunity to volunteer for vacancies and shall be reassigned on the basis of seniority.
- C. If there are no volunteers for reassignment, the least senior employee(s) in that class shall be reassigned.
- D. Management shall have the sole prerogative to select the vacancy to which the least senior employee(s) shall be reassigned. Seniority for reassignment purposes shall be defined as (in Section 10.1, Workforce Reduction/Layoff/Reassignment, subsection 10.2, Separation Through Layoff, paragraph E, Seniority) seniority within classification. If reduction or reassignment by site is necessary, the least senior employee in the affected class at the site shall be reassigned. If reduction or reassignment is necessary by shift, the least senior employee in the affected class assigned to the affected shift shall be reassigned. Nothing contained in this Section shall prohibit a Department and the Association from making a mutually agreed upon alternative arrangement.

SECTION 21 – RESIGNATIONS.

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

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

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

- A. An employee has been absent from duty for five (5) consecutive working days without leave; and
- B. Five (5) more consecutive work days have elapsed without response by the employee after the receipt of a registered or certified letter citing a notice of resignation by the appointing authority to the employee at the employee's last known address, but no more than ten (10) working days from mailing of said notice.

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

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

21.6 Coerced Resignations.

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

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

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

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

- A. Absence without leave.
- B. Conviction of any criminal act involving moral turpitude.
- C. Conduct tending to bring the merit system into disrepute.
- D. Disorderly or immoral conduct.
- E. Incompetence or inefficiency.
- F. Insubordination.
- G. Being at work under the influence of liquor or drugs, carrying onto the premises liquor or drugs or consuming or using liquor or drugs during work hours and/or on County premises.
- H. Neglect of duty (i.e. non-performance of assigned responsibilities).
- I. Negligent or willful damage to public property or waste of public supplies or equipment.
- J. Violation of any lawful or reasonable regulation or order given by a supervisor or Department Head.
- K. Willful violation of any of the provisions of the merit system ordinance or Personnel Management Regulations.
- L. Material and intentional misrepresentation or concealment of any fact in connection with obtaining employment.

- M. Misappropriation of County funds or property.
- N. Unreasonable failure or refusal to undergo any physical, medical and/or psychiatric exam and/or treatment authorized by this MOU.
- O. Dishonesty or theft.
- P. Excessive or unexcused absenteeism and/or tardiness.
- Q. Sexual harassment, including but not limited to unwelcome sexual advances, requests for sexual favors, and other verbal, or physical conduct of a sexual nature, when such conduct has the purpose or effect of affecting employment decisions concerning an individual, or unreasonably interfering with an individual's work performance, or creating an intimidating and hostile working environment.

22.2 Skelly Requirements. Before taking a disciplinary action to dismiss, suspend for more than five (5) work days (four (4) work days for employees on a 4/10 work week), temporarily reduce the pay of, or demote an employee, the appointing authority shall cause to be served personally or by certified mail, on the employee, a Notice of Proposed Action, which shall contain the following:

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

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

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

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

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

- A. **Written Order Required.** In any disciplinary action to dismiss, suspend, temporarily reduce the pay of, or demote an employee having permanent status in a position in the merit system, after having complied with the Skelly requirements where applicable, the appointing authority shall make an order in writing stating specifically the causes for the action.
- B. **Service of Order.** Said order of dismissal, suspension, temporary reduction in pay, or demotion shall be filed with the Director of Human Resources, showing by whom and the date a copy was served upon the employee to be dismissed, suspended, temporarily reduced in pay, or demoted, either personally or by certified mail to the employee's last known mailing address. The order shall be effective either upon personal service or deposit in the U.S. Postal Service.
- C. **Employee Appeals from Order.** The employee may appeal an order of dismissal, suspension, temporary reduction in pay, or demotion either to the Merit Board or through the procedures of Section 23 (**Grievance Procedure**) of this MOU provided that such appeal is filed in writing with the Director of Human Resources within ten (10) calendar days after service of said order. An employee may not both appeal to the Merit Board and file a grievance under Section 23 (**Grievance Procedure**) of this MOU.

22.7 Employee Representation Rights. The County recognizes an employee's right to representation during an investigatory interview or meeting which may result in 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 an Association representative, the investigatory interview shall be temporarily recessed for a reasonable period of time until a Association representative can be present. For those interviews, which by nature of the incident must take place immediately, the Association will take all reasonable steps to make an Association representative immediately available. The employer shall inform the employee of the general nature of the investigation at the time the employer directs the employee to be interviewed.

SECTION 23 - GRIEVANCE PROCEDURE

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

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

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

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

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

1. The name of the grievant(s);
2. A statement of the relevant facts relating to each alleged breach;
3. The name of each known witness;
4. A copy of each relevant document;
5. The party's position on the grievance and the specific MOU provision(s) allegedly violated in each instance; and
6. The specific remedy or remedies sought.

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

Step 5. In the event that the grievance is not resolved at Step 3 or 4, either party may notify, in writing, the other party, within fifteen (15) work days of the date of the Step 3 response or the Step 4 decision, of their desire to arbitrate the grievance. The parties will mutually select an impartial arbitrator. If the Parties are unable to agree upon the selection of an arbitrator, they may request one or more panels of arbitrators from the California State Mediation and Conciliation Service and attempt to select an arbitrator from that panel(s). Any fee(s) for the provision of the panel(s) of arbitrators will be split equally between the parties. The fees and expenses of the arbitrator and the court reporter (if any) will be shared equally by the Association and the County. Each party will bear the costs of its own presentation, including preparation and post hearing briefs, if any.

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

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

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

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

23.6 Merit Board.

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

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

SECTION 24 - BILINGUAL PAY

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

SECTION 25 - RETIREMENT CONTRIBUTION

For County employees who are covered by this agreement and are safety members of CCCERA, the retirement formula shall be "3 percent at 50". The cost of living adjustment (COLA) to the retirement allowance shall not exceed three (3) percent per year. The employee's final compensation shall be calculated based on a twelve (12) month salary average. Each such employee shall pay nine (9) percent of his or her retirement base to pay part of the employer's contribution for the cost of this retirement benefit.

SECTION 26 - TRAINING REIMBURSEMENT.

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

SECTION 27 - VIDEO DISPLAY TERMINAL (VDT) USERS EYE EXAMINATION

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

- A. Eligible employees must use a video display terminal at least an average of two hours per day as certified by their department.
- B. Eligible employees who wish an eye examination under this program should request it through the County Human Resources Department, Benefits Division, who will arrange for eye examinations and monitor the results on a County-wide basis.
- C. Should prescription VDT glasses be prescribed for an employee following an eye examination, the County agrees to provide, at no cost, the basic coverage including a ten (\$10) dollar frame and single vision lenses. Employees may, through individual arrangement between the employee and his/her doctor, and solely at the employee's expense, include bifocal, trifocal or blended lenses and other care, services or materials not covered by the plan. The basic plan coverage, including the examination, may be credited toward the employee enhanced benefit.

SECTION 28 - PERFORMANCE EVALUATION PROCEDURE

The following evaluation procedures shall apply:

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

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

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

6. When an employee is rated below satisfactory on any factor, the evaluation will give the reasons for such rating and include specific recommendations for improvement in writing.
7. The employee's signing of an evaluation form does not necessarily mean that the employee agrees with the evaluation but it does mean that the employee has had an opportunity to discuss the evaluation with his/her evaluator.
8. The employee will be given a copy of his/her completed evaluation form at the time form is signed by the employee. (Confirmation of final version to be received later.)
9. Any rating below average or unsatisfactory shall be supported by written documentation received by the employee at the time the incident(s) occurred.
10. Nothing shall be added by management to an evaluation after the employee has signed and received a copy of the evaluation without the employee's written acknowledgment. Failure to follow the foregoing procedure is subject to the grievance procedure. However, disputes over the actual content or ratings themselves in individual evaluations are not grievable, but may be mediated by the Director of Human Resources upon request of either the employee or the Department. Prior to being mediated by the Director of Human Resources either party may request fact finding to assist in the resolution of the dispute. One (1) fact finder shall be selected by each party to the dispute within ten (10) work days from the initial request for fact finding. The fact finders shall have twenty (20) work days from notice of selection to investigate and render opinions to the Director of Human Resources.

SECTION 29 – VEHICLE COSTS

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

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

SECTION 30 - PAY WARRANT ERRORS

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

SECTION 31 - FLEXIBLE STAFFING

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

SECTION 32 - PROVISIONAL APPOINTMENT

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

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

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

SECTION 33 - PERSONNEL FILES

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

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

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

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

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

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

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

SECTION 34 - SERVICE AWARDS

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

- A. Presentation Before the Board of Supervisors. An employee with twenty (20) or more years of service may go before the Board of Supervisors to receive his/her Service Award. When requested by a department, the Human Resources Department will make arrangements for the presentation ceremony before the Board of Supervisors and notify the department as to the time and date of the Board meeting.
- B. Service Award Day Off. Employees with fifteen (15) or more years of service are entitled to take a day off with pay at each five (5) year anniversary.

SECTION 35 – REIMBURSEMENT FOR MEAL EXPENSE

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

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

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

SECTION 36 - DETENTION FACILITY MEALS

The charge for a meal purchased in a detention facility by employees represented by the Association is one dollar (\$1.00) per meal. However, the Department may modify this charge from time to time upon ten (10) days advance written notice to the Association. Employees assigned to a detention facility are not, however, required to pay for a meal while working.

SECTION 37 - COMPENSATION FOR LOSS OR DAMAGE TO PERSONAL PROPERTY

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

- A. The loss or damage must result from an event which is not normally encountered or anticipated on the job and which is not subject to the control of the employee.
- B. Ordinary wear and tear of personal property used on the job is not compensated.
- C. Employee tools or equipment provided without the express approval of the Department Head and automobiles are excluded from reimbursement.
- D. The loss or damage must have occurred in the line of duty.

- E. The loss or damage was not a result of negligence or lack of proper care by the employee.
- F. The personal property was necessarily worn or carried by the employee in order to adequately fulfill the duties and requirements of the job.
- G. The loss or damage to employee's eyeglasses, dentures or other prosthetic devices did not occur simultaneously with a job connected injury covered by Workers' Compensation.
- H. The amount of reimbursement shall be limited to the actual cost to repair damages. Reimbursement for items damaged beyond repair shall be limited to the actual value of the item at the time of loss or damage but not more than the original cost.
- I. The burden of proof of loss rests with the employee.
- J. Claims for reimbursement must be processed in accordance with the Administrative Bulletin on Compensation for Loss or Damage to Personal Property.

SECTION 38 - UNFAIR LABOR PRACTICE

Either the County or the Association may file an unfair labor practice as defined in Board of Supervisor's Resolution 81/1165 against the other. Allegations of an unfair labor practice, if not resolved in discussions between the parties within thirty (30) work days from the date of receipt, may be heard and decided by a mutually agreed upon impartial third party.

SECTION 39 - HARASSMENT

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

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

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

SECTION 41 - PERMANENT PART-TIME EMPLOYEES

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

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

SECTION 42 - PERMANENT-INTERMITTENT EMPLOYEES

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

42.2 Health Plan. A permanent-intermittent employee represented by Probation Peace Officers Association of Contra Costa County may participate in the County Group Health Plans if combined medical, dental and life insurance coverage is wholly at the employee's expense but at the group insurance rate. 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 Plans and reinstatement may only be effectuated during the annual open enrollment period.

42.3 Benefit Conditions. The following benefit program shall be offered to permanent-intermittent employees:

- A. Program. The County shall offer CCHP Plan A-2 at the subvention rate of sixty-four percent (64%) of the cost of the premium for a single individual, to those permanent-intermittent employees who meet and maintain eligibility.
- B. Eligibility. Initial eligibility shall be achieved when an employee has worked three (3) continuous months of service at an average of fifty percent (50%) time per month. In order to maintain eligibility, a permanent-intermittent employee must remain in paid status during each successive month.
- C. Pre-Pay. Employees who have achieved eligibility under the terms of subsection 42.3 (Benefits Conditions) paragraph B (Eligibility) will pre-pay the employee's portion of the premium cost so that the effective date of enrollment begins effective the first of the month of eligibility. Employees must continue to pre-pay their portion of the health insurance premium in order to continue benefits. In addition, employees who meet the eligibility requirements and who have been voluntarily paying for a county group health program shall be allowed to enroll in CCHP Plan A-2 without a waiting period.
- D. Family Coverage. Employees may elect to purchase at their own expense, family coverage, including domestic partner, and shall follow the procedures outlined in C. above for payment for this optional coverage.
- E. Open Enrollment. Open Enrollment periods for permanent intermittent employees shall be for thirty (30) days and coincide with the open enrollment period for regular full-time County employees. Permanent-intermittent employees who are not currently eligible, but who subsequently meet the eligibility requirements, shall be notified of their eligibility and shall have thirty (30) days to decide whether or not to elect coverage under this program.
- F. Self-Purchase Option. Employees who are temporarily ineligible may purchase, at their own cost, the plan in accordance with the procedures set forth by the Contra Costa County Health Plan. Nothing in subsection 42.2 (Health Plan) shall prevent an employee from electing health coverage under either subsection 42.1 (Benefits) or Section 42.2 (Health Plan).

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

SECTION 43 - 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. Provisional employees may participate in the County Group Health Plan of combined medical, dental and life insurance coverage wholly at the employee's expense but at the group insurance rate. 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 and reinstatement may only be effectuated during the annual open enrollment period.

SECTION 44 – TEMPORARY EMPLOYEES

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

44.2 Meet and Confer. The County agrees to meet and confer with the Association concerning the future use of represented temporary employees.

44.3 Leave Benefits

- A. **Crediting and Maximum Accumulation of Paid Time Off.** On the first of the month following a temporary employee's completion of two thousand eighty (2080) straight time hours worked, he or she shall be credited with forty (40) hours of "paid time off" ("PTO"). Forty (40) hours paid time off credit is the maximum amount an employee may have at any time.

- B. **Use of Paid Time Off.** Paid time off shall not be taken until credited per subsection 44.3 paragraph A (Crediting and Maximum Accumulation of Paid Time Off) above.
- C. **Payoff at Separation.** If a temporary employee terminates his/her County employment (separates from County service), the employee shall be paid all currently "credited" PTO hours, as described in subsection 44.3 paragraph A (Crediting and Maximum Accumulation of Paid Time Off) and, in addition, shall be paid off for that portion of PTO hours earned but not credited on the basis of that portion of the straight time hours worked ("STHW") toward the next increment of two thousand eighty (2080) straight time hours required for crediting of PTO. The formula for the earned but not credited payoff is: STHW divided by 2080 multiplied by 40 multiplied by the current hourly pay rate at separation.
- D. **Appointment to a Permanent Position.** If a temporary employee is appointed to a permanent position, the credited PTO hours and the earned but not yet credited PTO hours (as described in paragraph 44.3 paragraph C [Payoff at Separation] above) shall be converted to vacation hour and subject to the provisions of this Memorandum of Understanding relating to Vacation. When a temporary employee is appointed to a permanent position, the employee shall be allowed to use the earned paid time off hours during the first six (6) months of employment in a permanent position.
- E. **Holiday Pay for Probation Counselors.** Temporary employees in the job classifications of Probation Counselor I, II or III who have completed 2080 hours of employment are eligible to receive time and one-half (1-1/2) for working a holiday.

44.4. Health Benefits for Temporary Employees. The County shall offer the following benefit program to temporary employees:

- A. **Program.** The County shall offer CCHP Plan A-2 at the subvention rate of fifty percent (50%) of the cost of the premium for a single individual, to those temporary employees who meet and maintain eligibility.
- B. **Eligibility.** Initial eligibility shall be achieved when an employee has worked three (3) continuous months of service at an average of fifty percent (50%) time per month. In order to maintain eligibility, a temporary employee must remain in paid status a minimum of forty (40) hours during each successive month and maintain an average of fifty percent (50%) time year-to-date from the date of eligibility.

- C. Pre-Pay. Employees who have achieved eligibility under the terms of D.2 will pre-pay the employee's portion of the premium cost so that the effective date of enrollment begins effective the first of the month of eligibility. Employees must continue to prepay their portion of the health insurance premium in order to continue benefits. In addition, temporary employees who meet the eligibility requirements and who have been voluntarily paying for a County group health program shall be allowed to enroll in CCHP Plan A-2 without a waiting period.
- D. Family Coverage. Employees may elect to purchase at their own expense, family coverage, including domestic partner, and shall follow the procedures outlined in 3. above for payment for this optional coverage.
- E. Implementation. Open Enrollment periods for temporary employees shall be for thirty (30) days and coincide with the open enrollment period for County employees. Temporary employees who are not currently eligible, but who subsequently meet the eligibility requirements, shall be notified of their eligibility and shall have thirty (30) days to decide whether or not to elect coverage under this program.
- F. The County shall provide quarterly reports regarding temporary employees which include the following information: employee name, classification, department, mail drop I.D., and number of hours worked in all classifications and departments on a calendar year-to-date basis.

44.5 Temporary Employee Step Placement.

- A. **New Employees.** The anniversary date of a new temporary employee is the first day of the calendar month after the calendar month when the employee successfully completes one thousand forty (1040) straight time hours.
- B. **Initial Step Placement.** New temporary employees shall generally be appointed at the minimum step of the salary range established for the particular class of position to which the appointment is made. However, the appointing authority may fill a particular position at a step above the minimum of the range if mutually agreeable guidelines have been developed in advance or the Director of Human Resources (or designee) offers to meet confer with the Association on a case by case basis each time prior to formalizing the appointment.
- C. **Increments within Range.** The performance of each employee shall be reviewed after the employee has completed an additional two thousand eighty (2080) straight time hours of work. Advancement shall be granted on the affirmative recommendation of the appointing authority, based on satisfactory performance by the employee. The appointing authority may recommend denial of the increment or denial subject to one additional review at some specified date before the next anniversary which must be set at the time the original report is returned. Except as herein provided, increments

within range shall not be granted more frequently than once a year, nor shall more than one (1) step within range increment be granted at one time. Increments shall not be granted to a temporary employee more frequently than after the first one thousand forty (1040) straight time hours worked and after each two thousand eighty (2080) additional straight time hours worked thereafter. In case an appointing authority recommends denial of the within range increment on some particular anniversary date, but recommends a special salary review at some date before the next anniversary the special salary review shall not affect the regular salary review on the next anniversary date. Nothing herein shall be construed to make the granting of increments mandatory on the County. If an operating department verifies in writing that an administrative or clerical error was made in failing to submit the documents needed to advance an employee to the next salary step on the first of the month when eligible, said advancement shall be made retroactive to the first of the month when eligible.

44.6 Temporary Employee Grievances.

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

- A. Section 1 (Recognition);
- B. Section 2 (Association Security), subsections 2.1 (Dues Deduction) through 2.5 (Withdrawal of Membership);
- C. Subsection 5.1 (Wage Rates), and
- D. The terms of this Section 44 except subsection 44.2 (Meet and Confer).

44.7 Association Dues. The membership or agency shop service fee charged by the Association to temporary employees pursuant to subsection 2.2 (Agency Shop) paragraph B shall equal 1% of the employee's regular pay up to a maximum of ten dollars (\$10) per semi-monthly pay period. No initiation fee or special assessments shall be required of these employees. A temporary employee who does not timely authorize deduction of or directly pay Association Dues or an agency shop service fee in lieu of dues will be terminated from County service.

SECTION 45 - LUNCH PERIOD AND REST BREAKS

- A. Employees who are in a pay status during their lunch are on call during their lunch period. Employees who are not in a pay status during their lunch are on their own time during their lunch period.
- B. Employees shall be entitled to a rest break for each four (4) hours of work. Scheduling of rest breaks shall be determined by management.

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

SECTION 46 - ADOPTION

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

SECTION 47 - SCOPE OF AGREEMENT AND SEPARABILITY OF PROVISIONS

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

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

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

47.4 Duration of Memorandum of Understanding. Except for provisions, if any, expressly made retroactive, this Memorandum of Understanding shall continue in full force and effect from the date it is signed by both parties following ratification by their respective principals to and including June 30, 2011. Said Memorandum of Understanding shall automatically renew from year to year thereafter unless either party gives written notice to the other within the period of sixty (60) to ninety (90) days before the termination date of its intention to amend, modify or terminate the Memorandum of Understanding.

SECTION 48 - FAIR LABOR STANDARDS ACT PROVISIONS

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

SECTION 49 – SAFETY IN THE WORKPLACE

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

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

49.3 Composition of CSC. The “CSC” shall consist of the Superintendent of the Juvenile Hall (or his or her designee), one (1) line/unit Supervisor on staff at Juvenile Hall (selected by Local 512), three Probation Counselor representatives (appointed by the Association), one (1) Juvenile clerical representative (appointed by Local 2700), one (1) service staff member (appointed by Local one), one representative of the Institutional Service Workers, janitors and cooks (appointed by Local one) and the Juvenile Hall Supply and Distribution Supervisor. Other members may include one (1) representative of the Juvenile Hall Medical Department, one representative of the Juvenile Hall School Department, and a representative of the County’s Risk Management Office to be invited to sit as needed as a non-decision making consultant.

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

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

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

SECTION 50 - MISCELLANEOUS PROVISIONS

- A. **Department Advisory Committee.** The Department-Wide Probation Services Advisory Committee shall continue during the term of this MOU.
- B. **Subcommittees.** The Probation Department has established separate subcommittees of the Probation Services Advisory Committee for each major juvenile institution and treatment facility. Representation on each such committee consists of two (2) Probation Counselors selected by the Association together with the manager of the facility. The subcommittee shall meet quarterly at a mutually agreeable time and place, discuss and resolve

issues of mutual concern. The subcommittee may refer some problems to the department-wide committee for resolution.

- C. Wellness Incentive Program. A broad-based pilot Wellness Incentive Program will be developed with input from the joint Labor/Management Wellness Committee. The purpose of this program will be to reward County employees with incentives for participating in Wellness Program activities and encourage them to live healthier lifestyles. The Wellness Committee will work closely with the Human Resources Department on program design and implementation.

Program Design. The Wellness Incentive Program design will include the development of additional wellness activities to compliment the current Employee Wellness Program schedule and collaboration with health plan carriers to develop special programs and activities for County employees and to encourage participation in their established wellness activities. Special emphasis will be placed on supporting major programs such as: Smoking Cessation, Nutrition/Weight Loss, Brown Bag Seminars, Health Screenings and Health Fairs.

Format. A point value system for program participation will be developed wherein each wellness activity and program will be assigned a point value. Points will accumulate and incentive prizes will be awarded to employees upon realizing certain point levels. The value of the prizes will increase with higher point values and one (1) grand prize will be awarded each year to the employee with the highest number of points.

Incentives. A series of incentive prizes will be assigned to certain point values. In addition, recognition for employee and department participation will be an important aspect of the Wellness Incentive Program.

Referral. The parties agree to refer the contents of this proposal to the Wellness Committee for its consideration.

Date: _____

Contra Costa County:
(Signature / Printed Name)

PPOACCC:
(Signature / Printed Name)

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

- I. **POLICY:** Permanent employees who have suffered industrial injuries and illnesses may be provided with such restricted duty as the County is able to provide as soon as medically appropriate.
 - A. Covered employees must have an accepted Workers' Compensation claim. Probationary employees, project, contracted, seasonal, agency temp, temporary, and employees working less than 20 hours a week are not covered by this policy.
 - B. A restricted duty assignment may be provided within the County's capacity, consistent with restriction(s) recommended by the treating physician. Should any disagreement exist, the County will follow California State law. Restrictions from the physician must be in writing on the county form AK 142 or on the physician's letterhead.
 - C. Employees performing in a restricted duty assignment will continue to receive their regular pay and benefits for hours actually worked. Pay and benefits will be prorated in the case of part-time work, subject to MOU provisions and salary regulations.
 - D. Current department practices and applicable state and federal laws regarding return to work procedures and restricted duty for certain employees who are exempt from this policy (i.e., non-industrial illnesses or injuries and probationary employees), will continue and are not subject to this policy.
- II. **OBJECTIVE:** The objectives of providing work for temporarily industrially injured employees through restricted duty are to reduce disability and Workers' Compensation costs, maximize productivity, minimize the loss of human resources and promote full and prompt recovery with the return of the employee to productive employment.
- III. **SCOPE OF POLICY:** All departments and Board-governed agencies which are part of the County retirement system (excluding the Contra Costa County Fire Protection District and East Contra Costa Fire Protection District safety employees, Sheriffs Office and D.A. Investigators safety employees, Housing Authority, and In-Home Supportive Service providers) are subject to this Return to Work Policy.

IV. GENERAL BACKGROUND: A restricted duty assignment is a temporary assignment provided to a temporarily industrially disabled employee. Restricted duty may be for less than regular full-time work, but no less than four (4) hours per day.

- A.** A temporarily industrially disabled employee with an accepted Workers' Compensation claim shall return to a restricted duty assignment that is not inconsistent with restrictions recommended by the employee's treating physician or Qualified Medical Examiner (QME), if applicable.
- B.** A Department shall, whenever feasible, temporarily restrict the duties of an employee in order to conform to restrictions recommended by the treating physician for a cumulative maximum of six months per injury with a review after three (3) months or sooner, if appropriate. At the end of the six month period, the employee shall undergo a medical review to determine whether a full duty work the employee shall be to the Risk Management ADA Coordinator and/or the Return to Work Committee for evaluation.
- C.** If an employee disagrees with the Department Head's decision concerning a light duty assignment, he/she may appeal that decision to the Risk Manager within 15 calendar days. The subject of the appeal shall be heard at the next regularly scheduled Return to Work Committee. The Return to Work Committee may affirm, reject or modify the Department Head's decision. The following factors shall be considered by the Return to Work Committee when considering an appeal:
 - 1. The restrictions recommended by the employee's treating physician or QME, if applicable;
 - 2. The operational and financial needs of the department; and
 - 3. The availability of a suitable work assignment.

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

V. RESPONSIBILITIES:

A. Departments

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

1. Complete and submit an injury report for industrial injuries and illnesses on a timely basis.
2. Appoint a Department Return to Work Coordinator to administer the department's compliance with the Return to Work Policy under the direction of the department head. The Department Return to Work Coordinator shall review restricted duty assignments and make recommendations to the department head regarding adjusting, extending or terminating the restricted duty in accordance with the operational and financial needs of the department and consistent with the employee's medical restrictions. The Department Return to Work Coordinator will document and monitor all limited duty assignments. They will also maintain a centralized record of all assignments.
3. Inform department employees of the Return to Work Policy.
4. Implement restricted duty assignments for temporarily industrially disabled employees as soon as medically appropriate, operationally feasible, and when a suitable assignment is available.
5. Coordinate with Risk Management regarding an individual employee's restricted duty assignment.
6. The Risk Management Department shall provide the Health Coalition quarterly reports of the number of requests for ergonomic evaluations, the number performed, and the actions taken based on those reports. The County shall meet with the Health Coalition upon the Coalition's request to review such reports and to discuss ergonomic issues.

B. Employee

A temporarily industrially disabled employee shall:

1. Notify the department of an industrial injury or illness in accordance with Workers' Compensation regulations.
2. Seek prompt medical care through the County's Occupational Medical Program or through a properly pre-designated physician in accordance with the law. The employee shall obtain needed medical information from the physician and provide the information to the County. (Physician's Statement of Ability to Work, AK142, see attachment 1).

3. Accept an appropriate available restricted duty assignment within or outside the employee's department if one is offered. A restricted duty assignment must be consistent with limitations recommended by the employee's treating physician or QME, if applicable, and must be approved by the Department Return to Work Coordinator. If an employee is assigned to a restricted duty assignment outside of their department, a supervisor in the department providing the restricted duty assignment shall supervise the employee. The employee's home department is required to pay the employee's regular salary.
4. A department head has the authority to temporarily restrict the duties of an employee in accordance with this policy.
5. Failure of an employee to accept an offer of a medically appropriate restricted duty assignment will result in the denial of temporary disability benefits pursuant to Workers' Compensation law.

C. County Return to Work Coordinators

The County Return to Work Coordinators shall:

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

D. Return to Work Committee

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

E. Risk Manager

The County Risk Manager shall:

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

VI. DEFINITIONS:

- A. Restricted Duty:** A temporary work assignment provided to a temporary industrially disabled employee who cannot perform her/his regular job duties for a specific period of time. The temporary assignment is provided while an individual is recuperating from an industrial injury or illness. An employee will be assigned to restricted duty within their primary department whenever possible. In no assignment can be located within the employee's primary department, the County will make reasonable effort to locate a comparable position in another department. Restricted duty is only available to a person who is expected to return to her or his regular job duties. If an employee is on a discretionary 9/80 or 4/10 work schedule and is returning to restricted duty assignment on a part-time basis, the 9/80 or 4/10 work schedule shall be revoked. Pay for restricted duty shall be the same salary and benefits of the employee's regular position, provided however, that shift and other pay differentials will only be paid for the first thirty (30) days of the restricted duty unless the employee qualifies for pay differentials.
- B. County:** For the purpose of this policy the term "County" includes Contra Costa County and agencies governed by the Board of Supervisors, which are part of the County's retirement system, excluding Contra Costa County Fire Protection District and East Contra Costa Fire Protection Districts, Sheriff's Office and D.A. Investigators' safety employees Housing Authority, and In-Home Supportive Service providers.

- C. Departmental Return to Work Coordinator:** The individual appointed by the department head to administer the County's Return to Work policy. The person appointed by the department must have some knowledge of personnel rules and regulations, Memoranda of Understanding and disability benefits that an employee may be entitled to receive, i.e., SDI, LTD, FMLA, retirement.
- D. Employee's Treating Physician:** The treating physician or Qualified Medical Examiner (QME) as defined by California Workers' Compensation laws. Treatment shall be reasonably required and consistent with Workers' Compensation guidelines and existing State law.
- E. Return to Work Committee:** The Committee shall be composed of a pool twelve (12) members consisting of six (6) County employee members appointed by the County Administrator and six (6) County employees appointed from the three (3) largest employee organizations in the Labor Coalition. Each member of the committee must commit to attending at least two committee meetings each year. Two members appointed by the County Administrator and two members appointed by the employee organizations must be present in order to constitute a quorum.
- F. Risk Manager** The person designated by the County Administrator to serve as Risk Manager.
- G. County Return to Work Coordinators:** The person designated by the County Risk Manager to serve as an Employee Return to Work Coordinator who shall perform the duties set forth in V(C).

MEDICAL/DENTAL/LIFE INSURANCE ADJUSTMENTS

Coverages Offered

The County offers the following plans:

Contra Costa Health Plans (CCHP) A & B, Kaiser Permanente, HealthNet HMO & EPO, HealthNet PPO, Delta and PMI Delta Care Dental.

Co-Pays

The co-pays are as follows:

CCHP A:	No change
CCHP B:	No change
KAISER:	\$10 Office Visit
	\$10 Generic RX
	\$20 Brand RX
	\$10 Emergency Room

HEALTHNET HMO & EPO:	\$10 Office Visit
	\$10 Generic RX
	\$20 Formulary RX
	\$35 Non-Formulary RX
	\$25 Emergency Room

HEALTHNET PPO:	\$10 Preventative Care O/V
	\$5 Generic RX
	\$5 Formulary RX
	No Non-formulary RX
	\$50 ER Deductible

Delta Dental Plan Enhancements

Effective January 1, 2009, added covered benefits for implants and enhanced benefits for pregnant women which may include an additional oral exam.

For the Delta Dental program, Annual Maximum for Calendar Year 2009 is one thousand six hundred dollars (\$1,600).

For the Delta Dental program, Annual Maximum beginning Calendar year 2011 is one thousand eight hundred dollars (\$1,800).

Life Insurance

Coverage is \$10,000 for employees enrolled in either a health and/or dental plan.

For the calendar year 2009, the County shall provide the health and dental plan subsidies as follows:

HEALTH PLAN SUBSIDY:

CCHP A:	98%
CCHP B:	90%
KAISER:	80%
HEALTHNET HMO/EPO:	80%
HEALTHNET PPO:	58.05%

The County and employees will equally share any premium increases.

DENTAL PLAN SUBSIDY:

Delta Dental/CCHP A/B	98%
PMI Dental Care/ CCHP A/B	98%
Delta Dental	78%
PMI Delta Dental	78%
Dental Only	County pays all but \$.01

For County subsidy in subsequent years, see Section 17 - Health, Life and Dental Care of this MOU.

AGREED UPON TEMPORARY ABSENCES (ATA) IMPLEMENTATION

I. AGREED UPON TEMPORARY ABSENCES (ATA) IMPLEMENTATION

In order to address the County's current financial crisis, the parties agree as follows:

- A. The County will set up an ATA plan for each permanent employee. Each permanent, full time employee will receive ninety-six (96) hours of ATA on his/her December 10, 2010 paycheck. Permanent part time employees will receive prorated ATA hours. Employees hired after December 1, 2010 will also receive prorated ATA hours.
- B. For any employee who is off work due to illness, family illness, or any other reason that qualifies for sick leave, the employee may not use his/her sick leave accruals but must instead use ATA hours, up to a maximum of forty-eight (48) hours.
- C. Employees must use all of their ATA hours by June 30, 2011. The use of ATA hours must be pre-scheduled and no employee may use ATA hours without the prior approval of his/her supervisor.
- D. ATA hours are non-accruable and all unused balances will be zeroed out on June 30, 2011.

Implementation of ATA is governed by Attachment C, attached hereto.

The ATA implementation is equivalent to an 6.93% reduction in wages for the period of November 1, 2010 through June 30, 2011.

II. PAYROLL DEDUCTION IMPLEMENTATION

- A. FY 2010-11: Beginning on December 8, 2010, each employee is required to take ninety-six (96) hours of mandatory unpaid time off (prorated for part time employees) by June 30, 2011. This mandatory unpaid time off will be calculated and deducted from each employee’s pay as follows:

The County will calculate the base hourly rate for each employee based on the employee’s salary on November 1, 2010. That base hourly rate will be multiplied by ninety-six (96) hours (prorated for part-time employees). The product of that calculation will be divided by eight (8) months and that dollar amount will be deducted from each employee’s paycheck on the 10th of each month for eight (8) consecutive months, beginning on December 10, 2010.

- B. The deduction amount will change if an employee’s hourly rate increases or decreases due to a promotion or demotion within the fiscal year, as defined in the MOU, or, in the event no MOU language exists, the Personnel Management Regulations.

Example: Full Time employee is demoted on 2/01/11.

12-1-10

- a) Yrly Sal 68,548.428
- b) Mthly Sal 5,712.369 = a) /12
- c) Hrly Rate 32.955975 = b) /173.33333

Deduction Amt. = (Hourly Rate * 96 hours) /8

2-1-11 (Employee is Demoted)

- d) Yrly Sal 65,284.217 = a) /1.05
- e) Mthly Sal 5,440.351 = d) /12
- f) Hrly Rate 31.3866428 = e) /173.33333

	<u>Mthly Sal</u>	<u>Mthly Ded</u>	<u>Gross Pay</u>
Nov	5712.37	(395.47)	5316.90
Dec	5712.37	(395.47)	5316.90
Jan	5712.37	(395.47)	5316.90
Feb	5440.35	(376.64)	5063.71
Mar	5440.35	(376.64)	5063.71
Apr	5440.35	(376.64)	5063.71
May	5440.35	(376.64)	5063.71
Jun	5440.35	(376.64)	5063.71

For employees hired between December 1, 2010 and June 30, 2011 the County will use the employee's base hourly rate upon appointment to a permanent position. The base hourly rate will be multiplied by the required ATA hours, as listed in the chart below, prorated for part-time employees. The product of that calculation will be divided by the number of months remaining in the fiscal year and the dollar amount will be deducted from the employee's paycheck on the 10th payroll of each month.

2010 – 2011

<u>Month Hired</u>	<u>ATA Hours</u>	<u>Formula for Monthly Pay Deduction</u>
December	96.00	(hrly Rate X 96.00 hours)/7)
January	82.30	(hrly Rate X 82.30 hours)/6)
February	68.60	(hrly Rate X 68.60 hours)/5)
March	54.90	(hrly Rate X 54.90 hours)/4)
April	41.20	(hrly Rate X 41.20 hours)/3)
May	27.50	(hrly Rate X 27.50 hours)/2)
June	0	

IV. SEPARATION

- A. If an employee separates between December 1, 2010 and June 30, 2011, the Office of the Auditor-Controller will manually process an ATA adjustment.

The total dollar value of actual ATA hours taken will be compared to the total amount of actual pay deductions (employee's hourly rate at time of separation X the number of ATA hours actually used = total dollar value of actual ATA hours taken). This may result either in a refund or a deduction on the employee's final paycheck.

Example: Employee separates on March 1, 2011

Hrly Rate \$32.50
Accrued 96 ATA 12-1-10
Used 16 ATA Hours (Value is \$520.00)
Pay deductions were \$1,170.00 (\$390.00 X 3 months)
County would owe employee \$650.00

Hrly Rate \$32.50
Accrued 96 ATA 12-1-10
Used 48 ATA Hours (Value is \$1,560.00)
Pay deductions were \$1,170.00 (\$390.00 X 3 months)
Employee owes the County \$390.00

V. ADDITIONAL IMPLEMENTATION ISSUES

- A. Employees who transfer, promote, or demote into positions represented by Local 21, by Coalition Unions, or are in unrepresented management positions, will remain on the ATA Plan in place for that employee at the time of transfer/promotion/demotion. Deduction adjustments will be made prospectively for salary changes resulting from said transfers/promotions/demotions.
- B. Use of Accruals: Paid leave, such as vacation leave, sick leave, etc. may not be used in lieu of any ATA hour.
- C. Shift differentials will be paid for ATA days in the same manner as vacation.
- D. ATA will not be considered "time worked" for purposes of determining eligibility for overtime.
- E. For those employees who have an outstanding ATA deduction balance on July 1, 2011, the County will deduct the outstanding balance (money) from the employee's next regular 10th of the month paycheck, and each of the following 10th of the month paychecks, until the outstanding balance is paid in full.
- F. There is no reduction in the average number of days ordinarily worked during the life of this agreement as a result of ATA.
- G. The base pay for each represented classification will not change as a result of ATA during fiscal year 2010/11.

- H. The parties have been informed by the Contra Costa County Employees' Retirement Association that retirement service credits will not be affected by ATA.
- I. The reporting of gross base pay to the retirement system will be consistent with the County's payroll records.
- J. There will be no loss of accruals as a result of ATA.
- K. Pre-scheduling of agreed upon temporary absences hours: Requests to use ATA hours will be considered in the same manner as requests for vacation.
- L. ATA Reconciliation: On March 1, 2011, each Department will review the number of ATA hours used in each fiscal year and will notify by April 1st any employee who has not used or scheduled all of his/her ATA hours. The employee and his/her department will pre-schedule the remaining hours in accordance with Section V (J). Any dispute regarding the scheduling of ATA hours after March 1, 2011, may become the subject of a grievance. Requests for ATA time off may not be unreasonably denied.
- M. ATA Issues for Employees on Leaves of Absence. This section only applies to employees who are on approved Leaves of Absence (LOA), both paid and unpaid, of any duration, during the period of July 1, 2010 through and including June 30, 2011. Hereafter, these employees are called "employees on LOA".
 - 1. When an employee is placed on a LOA, the County will stop ATA (Agreed-Upon Temporary Absences) deductions from the employee's pay until the employee returns to work in active status.
 - 2. Employees on LOA may not use ATA hours until they return to work in active status.
 - 3. After an employee on LOA returns to work in active status, the County will review the employee's pay records to determine both (1) the number of ATA hours remaining for the employee to use and (2) the amount of pay that needs to be deducted for those ATA hours. The County will notify, in writing, each employee of those calculations. The employee will have no more than ten (10) calendar days from the date of the notice to contest one or both of those calculations. The employee may dispute those calculation(s) by contacting his or her departmental payroll clerk. The departmental payroll clerk will work with the Auditor's Office to resolve.

4. After the calculation(s) is/are resolved after a dispute, or ten (10) days after the mailing of the notice to the employee if there is no dispute, the numbers agreed upon by the parties or calculated by the County, respectively, will be posted to the employee's next 10th of the month paycheck.