

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

This Memorandum of Understanding (MOU) is entered into pursuant to the authority contained in Division 34 of Board of Supervisors' Resolution No. 81/1165 and has been jointly prepared by the parties.

The Labor Relations Manager (County Administrator) is the representative of Contra Costa County in employer-employee relations matters as provided in Board of Supervisors' Resolution No. 81/1165.

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

This MOU shall be presented to the Contra Costa County Board of Supervisors, as the governing board of the County and appropriate fire districts, as the joint recommendations of the undersigned for salary and employee benefit adjustments for the period commencing October 1, 2008 and ending June 30, 2011.

## **SECTION 1 - ASSOCIATION RECOGNITION**

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

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

## **SECTION 2 - ASSOCIATION SECURITY**

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

**2.2 Maintenance of Membership.** All employees in units represented by the Association who are currently paying dues to the Association and all employees in such units who hereafter become members of the Association shall as a condition of continued employment pay dues to the Association for the duration of this MOU and each year thereafter so long as the Association continues to represent the position to which the employee is assigned, unless the employee has exercised the option to cease paying dues in accordance with Section 2.3.

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

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

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

- A. Such space is available.
- B. There is no additional cost to the County.
- C. It does not interfere with normal County operations.

## **SECTION 3 - NO DISCRIMINATION**

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

## **SECTION 4 – ASSOCIATION REPRESENTATIVES**

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

- A. If their attendance is required by the County at a specific meeting, including meetings of the Board of Supervisors.
- B. If their attendance is sought by a hearing body or presentation of testimony or other reasons.
- C. If they are designated as an Association Representative, in which case they may utilize a reasonable time at each level of the proceedings to assist an employee to present a grievance provided the meetings are scheduled at reasonable times agreeable to all parties.
- D. If they are designated as spokesperson or representative of the Association and as such make representations or presentations at meetings or hearings on wages, salaries and working conditions; provided in each case advance arrangements for time away from the employee's work station or assignment are made with the appropriate Department Head, and the County agency calling the meeting is responsible for determining that the attendance of the particular employee(s) is required, including meetings of the Board of Supervisors and Retirement Board where items which are within the scope of representation and involving the Association are to be discussed.
- E. Association Representatives and Association officials shall advise, as far in advance as possible, their immediate supervisor, or his/her designee, of their intent to engage in Association business. All arrangements for release time shall include the location, the estimated time needed and the general nature of the Association business involved.

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

## **SECTION 5 - SALARIES**

### **5.1 General Wages.**

#### **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 January 10, 2011 paycheck. Permanent part time employees will receive prorated ATA hours. Employees hired after January 1, 2011 will also receive prorated ATA hours.
2. The County will afford employees the opportunity to 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 which will not be unreasonably denied.
3. ATA hours are non-accruable and all unused balances will be zeroed out on June 30, 2011.

4. The Association will pay the County twenty-one thousand three hundred and twenty-eight dollars (\$21,328) to compensate the County for the lost savings associated with health insurance costs. A check for twenty-one thousand three hundred and twenty-eight dollars (\$21,328) will be paid to the County on June 1, 2011.

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

The ATA implementation is equivalent to an 7.92% reduction in wages for the period of December 1, 2010 through June 30, 2011.

**B. Criteria for Performance Pay Steps**

1. Steps 10 and 11 on the salary schedule for Deputy District Attorney Basic Level (A Level), and steps 6 and 7 on the salary schedule for Deputy District Attorney Advanced Level (B Level) are Performance Pay steps. At the discretion of the District Attorney, one or both of these steps may be awarded to any Deputy District Attorney whose current pay level is at Step 9 for A Level or Step 5 for B Level. Performance Pay steps may be awarded by the District Attorney to Deputy District Attorneys who meet one or more of the following criteria:
  1. Current assignment in a leadership role which includes supervision of other Deputy District Attorneys;
  1. Current assignment in a Special Prosecution unit involving a caseload of serious and/or complex subject matter;
  1. Demonstrated ability to handle the most difficult tasks or litigate the most serious or complex cases for their respective attorney classification.

Decisions to award Performance Pay steps will customarily be made in conjunction with the annual performance evaluation of Deputy District Attorneys. However, the District Attorney reserves the right to award Performance Pay steps at other times if the current assignment of performance of a Deputy District Attorney so merits.

The District Attorney, at his discretion, may terminate Performance Pay step(s) previously awarded to any Deputy District Attorney, if the circumstances which led to the award of Performance Pay have substantially changed, and none of the award criteria are currently met by the individual.

## **SECTION 6 - LAYOFFS**

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

## **SECTION 7 - JURY DUTY AND WITNESS DUTY**

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

- A. When called for jury duty, County employees, like other citizens, are expected to discharge their jury duty responsibilities.
- B. Employees shall advise their department as soon as possible if scheduled to appear for jury duty.
- C. If summoned for jury duty in a Municipal, Superior, or Federal Court, or a Coroners jury, employees may remain in their regular County pay status, or they may take paid leave (vacation, floating holiday, etc.) or leave without pay and retain all fees and expenses paid to them.
- D. When an employee is summoned for jury duty selection or is selected as a juror in a Municipal, Superior or Federal Court, employees may remain in a regular pay status if they waive all fees (other than mileage), regardless of shift assignment and the following shall apply:
  - 1. If an employee elects to remain in a regular pay status and waive or surrender all fees (other than mileage), the employee shall obtain from the Clerk or Jury Commissioner a certificate indicating the days attended and noting that fees other than mileage are waived or surrendered. The employee shall furnish the certificate to his department where it will be retained as a department record. No "Absence/Overtime Record" is required.
  - 2. An employee who elects to retain all fees must take leave (vacation, floating holiday, etc.) or leave without pay. No court certificate is required but an "Absence/Overtime Record" must be submitted to the department payroll clerk.

- E. Employees are not permitted to engage in any employment regardless of shift assignment or occupation before or after daily jury service that would affect their ability to properly serve as jurors.
- F. An employee on short notice standby to report to court, whose job duties make short notice response impossible or impractical, shall be given alternate work assignments for those days to enable them to respond to the court on short notice.
- G. When an employee is required to serve on jury duty, the County will adjust that employee's work schedule to coincide with a Monday to Friday schedule for the remainder of their service, unless the employee requests otherwise.
- H. Permanent-intermittent employees are entitled to paid jury duty leave only for those days on which they were previously scheduled to work.

**7.2 Witness Duty.** Employees called upon as a witness or an expert witness in a case arising in the course of their work or the work of another department may remain in their regular pay status and turn over to the County all fees and expenses paid to them other than mileage allowance or they may take vacation leave or leave without pay and retain all fees and expenses.

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

Retention or waiver of fees shall be governed by the same provisions as apply to jury duty. Employees shall advise their department as soon as possible if scheduled to appear for witness duty. Permanent-intermittent employees are entitled to paid witness duty only for those days on which they were previously scheduled to work.

## **SECTION 8 - GRIEVANCE PROCEDURE**

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

procedure. The Association may represent the grievant at any stage of the process.

Grievances must be filed within thirty (30) calendar days of the incident or occurrence about which the grievant claims to have a grievance and shall be processed in the following manner:

**Step 1.** The Association and any employee or group of employees who believes that a provision of this MOU has been misinterpreted or misapplied to his or her detriment shall discuss the complaint with the grievant's immediate supervisor, who shall meet with the grievant within five (5) work days of receipt of a written request to hold such meeting.

If a grievance is not satisfactorily resolved in Step 1 above, the grievant may submit the grievance in writing and request that a Board of Adjustment be convened, to such management official as the Department Head may designate. This request shall be filed no more than (10) ten days after the completion of Step 1. This formal written grievance shall state which provision of the MOU has been misinterpreted or misapplied, how misapplication or misinterpretation has affected the grievant to the grievant's detriment, and the redress he or she seeks. A copy of each written communication on a grievance shall be filed with the Director of Human Resources. The Department Head or his or her designee shall have ten (10) work days in which to respond to the grievance in writing.

**Step 2. BOARD OF ADJUSTMENT:** Pursuant to a formal written request, as defined above, a Board of Adjustment shall be created to be composed of two (2) representatives of each party to this Agreement, for the purpose of passing on all claims, disputes and grievances arising between the parties during the term of this MOU. Said Board shall meet for consideration of any such matter referred to it within seven (7) calendar days after receipt of said written request. For cases other than those which are disciplinary in nature, the convening of the Adjustment Board may be waived. The request of either party to extend the time limit for the convening of the Board of Adjustment due to extenuating circumstances will not be unreasonably denied. If the matter is not adjusted and is impasse, the moving party shall communicate in writing to the other party within twenty (20) business days following the meeting of the Board of Adjustment their desire to proceed to arbitration. Failure of the moving party to comply with the twenty (20) business day time limit herein specified shall be deemed to be a conclusive waiver of the grievance.

**Step 3. ARBITRATION:** The parties will mutually select an impartial arbitrator. If the parties are unable to agree upon the selection of an arbitrator, they shall request a panel of arbitrators from the California State Mediation and Conciliation Service and they shall select an arbitrator by utilizing the strike-off method. Any fee for provision of a panel of arbitrators shall be split equally between the parties.



Each party shall in good faith divulge to the other party all available material facts at the time said party acquires knowledge thereof concerning the matter in dispute. Nothing contained herein shall require either party to supply documents which are irrelevant.

All jointly-incurred arbitration expenses shall be borne by the losing party. In the event of a dispute concerning the application of this Section, the Arbitrator shall be empowered to determine the allocation of expenses.

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

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

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

## **SECTION 9 – WORK WEEK AND HOLIDAYS**

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

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

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

### **9.2 Definitions.**

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

**Flexible Work Schedule:** A flexible work schedule is when the employee is regularly scheduled to work other than eight (8) hours per day between Monday and Friday, inclusive. The 9/80 schedule and the 4/10 schedule are two examples of flexible work schedules.

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

**9.4 Holidays on Regular Day Off of Employees on 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 flexible or alternate work schedule, the employee is entitled to take the day off, without a reduction in pay, in recognition of the holiday. The employee is also entitled to receive flexible compensatory time at the rate of 1.0 times his/her base rate of pay in recognition of his/her regularly scheduled day off.

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

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

## **SECTION 10 – VACATION LEAVE**

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

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

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

## **SECTION 11 – SICK LEAVE**

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

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

## **SECTION 12 – LEAVE OF ABSENCE**

**12.1 Leave Without Pay.** Any employee who has permanent status may be granted a leave of absence without pay upon written request, approved by the District Attorney.

**12.2 General Administration** – Leave of Absence. 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.

- A. Leave without pay may be granted for any of the following reasons:
1. Illness or disability
  2. Pregnancy
  3. Parental
  4. To engage in a course of study which will increase the employee's skills upon return to the position.
  5. For other reasons or circumstance acceptable to the District Attorney.
- B. An employee must request family care leave at least thirty (30) days before the leave is to begin if the reason for the leave 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 the family care leave arises.

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

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

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

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

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

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

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

- A. **Child:** A biological, adopted, or foster child, stepchild, legal ward, conservatee or a child who is under eighteen (18) years of age for whom an employee stands in loco parentis or for whom the employee is the guardian or conservator, or an adult dependent child of the employee.

- B. Parent: A biological, foster, or adoptive parent, a step-parent, legal guardian, conservator, or other person standing in loco parentis to a child.
- C. Spouse: A partner in marriage as defined in California Civil Code Section 4100.
- D. Domestic Partner: An unmarried person, eighteen (18) years or older, to whom the employee is not related and with whom the employee resides and shares the common necessities of life.
- E. Serious Health Condition: An illness, injury, impairment, or physical or mental condition which warrants the participation of a family member to provide care during a period of treatment or supervision and involves either inpatient care in a hospital, hospice or residential health care facility or continuing treatment or continuing supervision by a health care provider (e.g. physician or surgeon) as defined by State and Federal law.
- F. Certification for Family Care Leave: A written communication to the employer from a health care provider of a person for whose care the leave is being taken which need not identify the serious health condition involved, but shall contain:
  - 1. the date, if known, on which the serious health condition commenced;
  - 2. the probable duration of the condition;
  - 3. an estimate of the amount of time which the employee needs to render care or supervision;
  - 4. a statement that the serious health condition warrants the participation of a family member to provide care during 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 Medical Leave: A written communication from a health care provider of an employee with a serious health condition or illness to the employer, which need not identify the serious health condition involved, but shall contain:

1. the date, if known, on which the serious health condition commenced;
2. the probable duration of the condition;
3. a statement that the employee is unable to perform the functions of the employee's job;
4. if for intermittent leave or a reduced work schedule leave, the certification should indicate the medical necessity for the intermittent leave or reduced leave schedule and its expected duration.

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

## **SECTION 13 - HEALTH, LIFE & DENTAL CARE**

### **13.1 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

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

## **13.2 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 Dental Care/CCHP A and B and Health Net PPO. Beginning January 1, 2011, 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 Delta Care/CCHP A and B. Beginning January 1, 2011, 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 January 1, 2011, 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 January 1, 2011, 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 or dental plan provider not listed in Attachment B, the amount of the monthly dollar premium subsidy that the County will pay to that health or dental plan provider for employees and their eligible family members shall not exceed the amount of the monthly dollar 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 or dental plan, for any plan year, the County's contribution will not exceed one hundred percent (100%) of the applicable plan premium.

### **13.3 Retirement Coverage:**

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

1. Upon retirement and for the term of this agreement, eligible employees and their eligible family members may remain in their County health/dental plan, but without County-paid life insurance coverage, if immediately before their proposed retirement the employees and dependents are either active subscribers to one of the County contracted health/dental plans or if while on authorized leave of absence without pay, they have retained continuous coverage during the leave period. Beginning January 1, 2011, the County will pay the same monthly premium subsidies for eligible retirees and their eligible family members as set forth in subsection 16.2 (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 the date on which the Board of Supervisors approves this agreement, 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 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 10<sup>th</sup> of each month, to the Contra Costa County Auditor-Controller. When the deferred retirees begin to receive retirement

benefits, they will have the same health and/or dental plan coverage pursuant to Subsection 13.3 (Retirement Coverage) paragraph A as similarly situated retirees who did not defer retirement are entitled.

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 the deferred retirees begin to receive retirement benefits, they will have the same health and/or dental coverage pursuant to Subsection 13.3 (Retirement Coverage) paragraph A as similarly situated retirees who did not defer retirement, provided reinstatement to a County group health and/or dental plan will only occur following a three (3) full calendar month waiting period after the month in which their retirement allowance commences.
6. Employees who elect deferred retirement will not be eligible in any event for County health or dental plan subvention unless the member draws a monthly retirement allowance within twenty-four (24) months after separation from County service.
7. Deferred retirees and their eligible family members are required to meet the same eligibility provisions for health/dental coverage as similarly situated retirees who did not defer retirement.

C. Employees Hired After December 31, 2006 - Eligibility for Retiree Health Coverage: All employees hired after December 31, 2006 are eligible for retiree health/dental coverage pursuant to subsection 13.3 (Retirement Coverage) paragraphs (A) and (B), above, upon completion of fifteen (15) years of service as an employee of Contra Costa County. For purposes of retiree health eligibility, one (1) year of service is defined as one thousand (1,000) hours worked within one anniversary year. The existing method of crediting service while an employee is on an approved leave of absence will continue for the duration of this Agreement.

D. Subject to the provisions of subsection 13.3 (Retirement Coverage) paragraphs A, B, and C and upon retirement, the following employees (and their eligible family members) are eligible to receive a monthly premium subsidy for health and dental plans or are eligible to retain continuous coverage of such plans: employees, and each employee who retires from a position or classification that was represented by this bargaining unit at the time of his or her retirement.

E. For purposes of this subsection 13.3 (Retirement Coverage) only, 'eligible family members' does not include Survivors of employees or retirees.

**13.4 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 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.

**13.5 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.

**13.6 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 13.6 (Dual Coverage) only, "County" includes the County of Contra Costa and all special districts governed by the Board of Supervisors, including, but not limited to, the Contra Costa County Fire Protection District.

**13.7 Life Insurance Benefit Under Health and Dental Plans.** For employees who are enrolled in the County's program of medical or dental coverage as either the primary or the dependent, term life insurance in the amount of ten thousand dollars (\$10,000) will be provided by the County. For Deputy District Attorneys, additional Group Term Life Insurance in the amount of forty-five thousand dollar (\$45,000) will be provided by the County.

**13.8 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.

**13.9 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.

**13.10 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.

**13.11 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.

**13.12 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.

**13.13 Prevailing Section.** To the extent that any provision of this Section 13 (Health, Life and Dental Care) is inconsistent with any provision of any other County enactment or policy, including but not limited to Administrative Bulletins, the Salary Regulations, the Personnel Management Regulations, or any other agreement or order of the Board of Supervisors, the provision(s) of this Section 13 (Health, Life and Dental Care) will prevail.

**13.14 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.

**13.15 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.

**13.16 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.

**13.17 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 14 – CATASTROPHIC LEAVE BANK**

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

- A. The County Human Resources Department operates a Catastrophic Leave Bank which is designed to assist any County employee who has exhausted all paid accruals due to a serious or catastrophic illness, injury, or condition of the employee or family member. The program establishes and maintains a Countywide bank wherein any employee who wishes to contribute may authorize that a portion of his/her accrued vacation, compensatory time, holiday compensatory time or personal holiday credit be deducted from those account(s) and credited to the Catastrophic Leave Bank. Employees may donate hours either to a specific eligible employee or to the bank. Upon approval, credits from the Catastrophic Leave Bank may be transferred to a requesting employee's sick leave account so that employee may remain in paid status for a longer period of time, thus partially ameliorating the financial impact of the illness, injury or condition. Catastrophic illness or injury is defined as a critical medical condition, a long-term major physical impairment or disability that manifests itself during employment.
  
- B. The plan is administered under the direction of the Director of Human Resources. The Human Resources Department is responsible for receiving and recording all donations of accruals and for initiating transfer of credits from the Bank to the recipient's sick leave account. Disbursement of accruals is subject to the approval of a six (6) member committee composed of three (3) members appointed by the County Administrator and three (3) members appointed by the majority representative employee organizations. The committee will meet as necessary to consider all requests for credits and will make determinations as to the appropriateness of the request. The committee will determine the amount of accruals to be awarded for employees whose donations are non-specific. Consideration of all requests by the committee will be on an anonymous requester basis.

- C. Hours transferred from the Catastrophic Leave Bank to a recipient will be in the form of sick leave accruals and will be treated as regular sick leave accruals.
- D. To receive credits under this plan, an employee must have permanent status, have exhausted all time off accruals to a level below eight (8) hours total, have applied for a medical leave of absence, and have medical verification of need.
- E. Donations are irrevocable unless the donation to the eligible employee is denied. Donations may be made in hourly blocks with a minimum donation of not less than four (4) hours from balances in the vacation, holiday, personal holiday, compensatory time or holiday compensatory time accounts. Employees who elect to donate to a specific individual will have seventy-five percent (75%) of their donation credited to the individual and twenty-five percent (25%) credited to the Catastrophic Leave Bank.
- F. Time donated will be converted to a dollar value and the dollar value will be converted back to sick leave accruals at the recipient's base hourly rate when disbursed. Credits will not be on a straight hour-for-hour basis. All computations will be on a standard 173.33 basis, except that employees on other than a forty (40) hour week will have hours prorated according to their status.
- G. Each recipient is limited to a total of one thousand forty (1040) hours or its equivalent per catastrophic event; each donor is limited to one hundred twenty (120) hours per calendar year.
- H. All appeals from either a donor or recipient will be resolved on a final basis by the Director of Human Resources.
- I. No employee has any entitlement to catastrophic leave benefits. The award of Catastrophic Leave is at the sole discretion of the committee, both as to amounts of benefits awarded and as to persons awarded benefits. Benefits May be denied, or awarded for less than six (6) months. The committee may limit benefits in accordance with available contributions and choose from among eligible applicants on an anonymous basis those who will receive benefits, except for hours donated to a specific employee. In the event a donation is made to a specific employee and the committee determines the employee does not meet the Catastrophic Leave Bank criteria, the donating employee may authorize the hours to be donated to the bank or returned to the donor's account. The donating employee has fourteen (14) calendar days from notification to submit his/her decision regarding the status of their

donation, or the hours will be irrevocably transferred to the Catastrophic Leave Bank.

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

## **SECTION 15 – TRAVEL REIMBURSEMENT**

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

## **SECTION 16 – RETIREMENT CONTRIBUTION**

**16.1** Pursuant to Government Code Section 31581.1 the County will pay fifty percent (50%) of the retirement contributions normally required of employees. Such payments shall continue for the duration of this MOU and shall terminate thereafter. Employees shall be responsible for payment for the employee's contribution for the retirement cost of living program as determined by the Board of Retirement of the Contra Costa County Employees' Retirement Association without the County paying any part of the employees share. The County will pay the remaining one-half (1/2) of the retirement cost-of-living program contribution.

Deputy District Attorneys are subject to Tier III of the County's retirement plan.

The Buy Back Program set forth in Section 7 of Resolution No. 2002/608, which makes certain employees eligible to replace Tier Two service time with Tier Three service time on specified terms, terminates on January 1, 2011.

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



## **SECTION 17 – PROFESSIONAL EXPENSES**

**17.1** The County shall reimburse each Deputy District Attorney up to a maximum of six hundred dollars (\$600) for each fiscal year for the following types of expenses: membership dues in legal, professional associations; purchase of legal publications; legal on-line computer services; and training and travel costs for educational courses related to the duties of a Deputy District Attorney; and software and hardware from a standardized County approved list or with Department Head approval. Each Deputy District Attorney agrees to comply with the provisions of the Computer Use and Security Policy adopted by the Board of Supervisors. Certification regarding compliance with the County's Computer Use and Security Policy may be required.

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

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

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

The County shall reimburse each Deputy District Attorney for California State Bar membership dues (but not penalty fees) and for criminal specialization fees. To be eligible, one must be employed by the Deputy District Attorney with the Contra Costa County District Attorney's Office as of January 1 of the calendar year for which reimbursement is requested.

## **SECTION 18 – BILINGUAL PAY DIFFERENTIAL**

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

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

## **SECTION 19 – WORKERS’ COMPENSATION**

A permanent non-safety employee shall continue to receive the appropriate percent of regular monthly salary for all accepted claims filed before January 1, 2000. For all accepted claims filed with the County on or after January 1, 2000, the percentage of pay for employees entitled to Workers’ Compensation shall be decreased from eighty-seven percent (87%) to eighty-six percent (86%). For all accepted claims filed with the County on or after January 1, 2007, the percentage of regular monthly salary for employees entitled to Workers’ Compensation shall be decreased from eighty-six percent (86%) to eighty percent (80%). For all accepted claims filed with the County on or after January 1, 2008, the percentage of regular monthly salary for employees entitled to Workers’ Compensation shall be decreased from eighty percent (80%) to seventy-five percent (75%). If Workers’ Compensation becomes taxable, the County agrees to restore the original benefit level (100% of monthly salary) and the parties shall meet and confer with respect to funding the increased cost.

- A. Waiting Period. There is a three (3) calendar day waiting period before Workers’ Compensation benefits commence. If the injured worker loses any time on the day of injury, that day counts as day one (1) of the waiting period. If the injured worker does not lose time on the date of injury, the waiting period will be the first three (3) calendar days the employee does not work as a result of the injury. The time the employee is scheduled to work during this waiting period will be charged to the employee's sick leave and/or vacation accruals. In order to qualify for Workers’ Compensation the employee must be under the care of a physician. Temporary compensation is payable on the first three (3) days of disability when the injury necessitates hospitalization, or when the disability exceeds fourteen (14) days.
  
- B. Continuing Pay. Permanent employees shall continue to receive the appropriate percentage as outlined above of their regular monthly salary during any period of compensable temporary disability not to exceed one year. Payment of continuing pay and/or temporary disability compensation shall be made in accordance with Part 2, Article 3 of the Workers’ Compensation Laws of California. "Compensable temporary disability absence" for the purpose of this Section, is any absence due to work connected disability which qualifies for temporary disability compensation under Workers’ Compensation Law set forth in Part 2, Article 3 of the Workers’ Compensation Laws of California.. When any disability becomes medically permanent and stationary and/or maximum medical improvement, the salary provided in this Section shall terminate. No charge shall be made against sick leave or vacation for these salary payments. Sick leave and vacation rights shall not accrue for those periods during which continuing pay is received.

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

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

- C. Continuing pay begins at the same time that temporary Workers' Compensation benefits commence and continues until either the member is declared medically permanent/stationary and/or reaches maximum medical improvement, or until one (1) year of continuing pay, whichever comes first, provided the employee remains in an active employed status. Continuing pay is automatically terminated on the date an employee is separated from County service by resignation, retirement, layoff, or the employee is no longer employed by the County. In these instances, employees will be paid Workers' Compensation benefits as prescribed by Workers' Compensation laws. All continuing pay will be cleared through the County Administrator's Office, Risk Management Division.

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

- D. Applicable Pay Beyond One Year. If an injured employee remains eligible for temporary disability beyond one (1) year, applicable salary will continue by integrating sick leave and/or vacation accruals with Workers' Compensation benefits. If salary integration is no longer available, Workers' Compensation benefits will be paid directly to the employee as prescribed by Workers' Compensation laws.
- E. Rehabilitation Integration. An injured employee who is eligible for Workers' Compensation Rehabilitation Temporary Disability benefits and whose disability is medically permanent and stationary and/or reaches maximum medical improvement, will continue to receive applicable salary by integrating sick leave and/or vacation accruals with Workers' Compensation Rehabilitation Temporary Disability benefits until those accruals are exhausted.

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

- F. Health Insurance. The County contribution to the employee's group insurance plan(s) continues during the continuing pay period and during integration of sick leave or vacation with Workers' Compensation benefits.
- G. Method of Integration. An employee's sick leave and/or vacation charges shall be calculated as follows:
  - C = 8 [1 - (W ÷ S)]
  - C = Sick leave or vacation charge per day (in hours)
  - W = Statutory Workers' Compensation for a month
  - S = Monthly salary

**SECTION 20 – LONGEVITY PAY**

- A. Deputy District Attorneys' who have completed ten (10) years of appointed service for the County will receive a two and one-half percent (2.5%) longevity differential.
- B. Fifteen Years of Service, applicable only to those Deputy District Attorneys hired prior to March 1, 2007:
  - 1. Employees who have completed fifteen (15) years of service for the County are eligible to receive an additional two and one-half percent (2.5%) longevity differential effective on the first day of the month following the month in which the employee qualifies for the fifteen (15) year service award. For employees who completed fifteen (15) years of service on or before January 1, 2007, this longevity differential will be paid prospectively only from January 1, 2007.
  - 2. This benefit shall remain in effect as long as it is part of the management benefit package.
  - 3. This benefit shall apply only to those employees hired prior to March 1, 2007.

**SECTION 21 – DEFERRED COMPENSATION INCENTIVE**

- A. The County will contribute sixty dollars (\$60) per month to each employee who participates in the County's Deferred Compensation Plan. To be eligible for this Deferred Compensation Incentive, the employee must contribute to the deferred compensation plan as indicated below.

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

Employees who discontinue contributions or who contribute less than the required amount per month for a period of one (1) month or more will no longer be eligible for the sixty dollar (\$60) Deferred Compensation Incentive. To reestablish eligibility, employees must again make a Base Contribution Amount as set forth above based on current monthly salary. Employees with a break in deferred compensation contributions either because of an approved medical leave or an approved financial hardship withdrawal will not be required to reestablish eligibility. Further, employees who lose eligibility due to displacement by layoff, but maintain contributions at the required level and are later employed in an eligible position, will not be required to reestablish eligibility.

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

1. Beginning on April 1, 2011 and for the term of this Agreement, the County will contribute one hundred and fifty dollars (\$150) per month to an employee's account in the Contra Costa County Deferred Compensation Plan, or other tax-qualified savings program designated by the County, for employees who meet all of the following conditions:
  - a. The employee must be hired by Contra Costa County on or after January 1, 2011.
  - b. The employee must be appointed to a permanent position. The position may be either full time or part time, but if it is part time, it must be designated, at a minimum, as 20 hours per week.
  - c. The employee must have been employed by Contra Costa County for at least 90 calendar days.

- d. The employee must contribute a minimum of twenty-five dollars (\$25) per month to the Contra Costa County Deferred Compensation Plan, or other tax-qualified savings program designated by the County.
  - e. The employee must complete and sign the required enrollment form(s) for his/her deferred compensation account and submit those forms to the Human Resources Department, Employee Benefits Services Unit.
  - f. The employee may not exceed the annual maximum contribution amount allowable by the United States Internal Revenue Code.
- C. No Cross Crediting: The amounts contributed by the employee and the County pursuant to Subsection B do not count towards the “Qualifying Base Contribution Amount” or the “Monthly Contribution Required to Maintain Incentive Program Eligibility” in Subsection A. Similarly, the amounts contributed by the employee and the County pursuant to Subsection A do not count towards the employee’s \$25 per month minimum contribution required by Subsection B.
- D. Maximum Annual Contribution: All of the employee and County contributions set forth in Subsections A and B will be added together to ensure that the annual maximum contribution to the employee’s deferred compensation account does not exceed the annual maximum contribution rate set forth in the United States Internal Revenue Code.

## **SECTION 22 – PERSONAL LEAVE**

- A. On January 1st of each year, full-time attorneys in paid status will be credited with eighty (80) hours of paid Administrative Leave. Employees appointed after July 1<sup>st</sup> shall be eligible for forty (40) hours of paid personal leave on the first succeeding January 1<sup>st</sup> and shall be eligible for eighty (80) hours annually thereafter. Said personal leave must be used during the calendar year in which it is credited and any unused hours may not be carried forward.
- B. Permanent part-time employees are eligible for personal leave on a prorated basis, based upon their position hours. Permanent-intermittent employees are not eligible for personal leave.
- C. Employees appointed (hired or promoted) are eligible for personal leave on the first day of the month following their appointment date and will receive personal leave on a prorated basis for that first year.

## **SECTION 23 – VACATION BUY-BACK**

- A. Deputy District Attorneys, 2KTF, 2KTG and fixed term, may elect payment of up to one-third (1/3) of their annual vacation accrual, subject to the following conditions: (1) the choice can be made only once in each calendar year; (2) payment is based on an hourly rate determined by dividing the employee's monthly salary by 173.33; and (3) the maximum number of vacation hours that may be paid in any calendar year is one-third (1/3) of the annual accrual.
- B. Where a lump-sum payment is made to employees as a retroactive general salary adjustment for a portion of a calendar year that is subsequent to the exercise by an employee of the vacation buy-back provision herein, that employee's vacation buy-back will be adjusted to reflect the percentage difference in base pay rates upon which the lump sum payment was computed, provided that the period covered by the lump-sum payment includes the effective date of the vacation buy-back.

## **SECTION 24 – SICK LEAVE INCENTIVE**

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

- A. The employee must have resigned in good standing.
- B. Payout is not available if the employee is eligible to retire.
- C. The balance of sick leave at resignation must be at least seventy percent (70%) of accruals earned in the preceding continuous period of employment excluding any sick leave use covered by the Family and Medical Leave Act, the California Family Rights Act, or the California Pregnancy Disability Act.
- D. Payout is by the following schedule:

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

- E. No payoff will be made pursuant to this section unless the Contra Costa County Employees' Retirement Association has certified that an employee requesting a sick leave payoff has terminated membership in, and has withdrawn his or her contributions from, the Retirement Association.
- F. It is the intent of the Board of Supervisors that payment pursuant to this section precludes County retirement benefits resulting from employment by this County or Districts governed by the Board.

## **SECTION 25 – VIDEO DISPLAY TERMINAL (VDT) USERS EYE EXAM**

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

Employees certified for examination under this program must make their request through the Benefits Service Unit of the County Human Resources Department. Should prescription VDT eyeglasses be prescribed for the employee following the examination, the County agrees to provide, at no cost, basic VDT eye wear consisting of a ten dollar (\$10) frame and single, bifocal or trifocal lenses. Employees may, through individual arrangement between the employee and the employees' doctor and solely at the employee's expense, include blended lenses and other care, services or materials not covered by the Plan.

## **SECTION 26 – LONG-TERM DISABILITY INSURANCE**

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

## **SECTION 27– ATTORNEY FIXED-TERM CLASSES**

- A. The Fixed-Term (2KWD) attorney class is ineligible for the following benefits:
  - 1. Longevity Pay Plan
  - 2. Life Insurance
  - 3. Long-Term Disability



4. Attorney Professional Development Reimbursement Fund fifty percent (50%) of the benefit is available on January 1 and fifty percent (50%) is available on July 1.
- B. Employees in the Fixed-Term Attorney class will be credited hours paid administrative leave each January 1, subject to the provisions of the MOU.

## **SECTION 28 – LAW SCHOOL STUDENT LOAN REIMBURSEMENT PROGRAM**

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

- A. Eligibility: Fixed term employees and those employees that are converted from fixed term to regular employees. The measuring period runs from date of hire to anniversary date. Such payments shall only be made to employees on the payroll as of the date of ratification of this agreement.
- B. Qualifying amounts and terms:
- i. After completion of the third full year of employment as a fixed-term full-time employee, (twelve consecutive months of service) those eligible fixed-term employees are eligible to receive \$2000 for purposes of reimbursement for law school student loan payments.
  - ii. For those employees that are not retained and not converted to regular employees, upon completion of their ninth consecutive month of employment in their third year, an amount not to exceed \$1000 will be payable to eligible employees.
  - iii. After conversion from a fixed-term employee to a regular employee in the fourth full year of employment with the County, at the conclusion of twelve consecutive months of service, the eligible Deputy District Attorneys are eligible to receive \$3000 for purposes of reimbursement for law school student loan payments.
  - iv. After the completion of the fifth full year of employment as a regular full-time employee, (twelve consecutive months of service) the eligible Deputy District Attorneys are eligible to receive \$4000 for purposes of reimbursement for law school student loan payments.

- v. For persons employed less than forty hours per week, the law school reimbursement amount shall be adjusted proportionately to the percentage of time the person is actively working throughout the respective year.
- vi. Employee must supply documentation reflecting the existence of an outstanding student loan and annual payment record for the student loan during the preceding twelve months.
- vii. This Law School Loan Reimbursement Program becomes effective one month after approval by the Board of Supervisors. Third year employees that reached their anniversary date in December 2007, and have been converted to regular employees, after completing 12 consecutive months of employment with the District Attorneys office are eligible to receive \$2000 reimbursement subject to supplying the requisite documentation.
- viii. This program is not available to those attorneys that have paid off their law school student loans or to those attorneys that have not incurred student loans.
- ix. Maximum loan reimbursement for eligible employees shall be for a period not to exceed three years.
- x. The law school loan reimbursement program will not exceed \$9000 for any one person.
- xi. The above payments are subject to applicable state and federal withholding, if any.
- xii. The terms and conditions are subject to language approved by the County's Auditor's Office.

## **SECTION 29 – SERVICE AWARDS**

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

The following procedure shall apply with respect to service awards:

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

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

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

## **SECTION 30 – LOSS OR DAMAGE TO PERSONAL PROPERTY**

The loss or damage to personal property of employees is subject to reimbursement. Reimbursement shall be limited to the actual cost to repair damages. Reimbursement for items damaged beyond repair shall be limited to the actual value of the item at the time of loss or damage but not more than the original cost. Reimbursement for loss or damage of personal property shall be in accordance with Administrative Bulletin 518.2 (May 23, 1989).

## **SECTION 31 – ADOPTION**

The provisions of this MOU shall be made applicable on the dates indicated and upon approval by the Board of Supervisors. Resolutions and Ordinances, where necessary, shall be prepared and adopted in order to implement these provisions.

It is understood that where it is determined that an Ordinance is required to implement any of the foregoing provisions, said provisions shall become effective upon the first day of the month following thirty (30) days after such Ordinance is adopted.

## **SECTION 32 - SCOPE OF AGREEMENT AND SEVERABILITY OF PROVISIONS**

**32.1 Scope of Agreement.** Except as otherwise specifically provided herein, this MOU fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties in any and all matters subject to meet and confer. Neither party shall, during the term of this MOU demand any change herein, provided that nothing herein shall prohibit the parties from changing the terms of this MOU by mutual agreement.

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

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

**32.3 Personnel Management Regulations.** The Personnel Management Regulations formerly governed the District Attorneys as non-represented management. The Deputy District Attorney Association was formally recognized as the bargaining agent of Contra Costa District Attorneys on March 17, 2007. This MOU now governs the employment of the District Attorneys subject to matters that are accepted subjects of bargaining. Where a specific provision contained in a section of this MOU conflicts with a specific provision contained in a section of the Personnel Management Regulations, the provision of this MOU shall prevail.

**32.4 Duration of Agreement.** This Agreement shall continue in full force and effect from October 1, 2008 to and including June 30, 2011. Said Agreement shall automatically renew from year to year thereafter unless the Association gives written notice to the other prior to sixty (60) days from the aforesaid termination date of its intention to amend, modify or terminate the Agreement.

Date: \_\_\_\_\_

**Contra Costa County:**  
(Signature / Printed Name)

**DDAA:**  
(Signature / Printed Name)

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## **ATTACHMENTS**

**ATTACHMENT A**

**SIDE LETTER  
(Agreed Upon Temporary Absences –  
ATA Implementation)**

**ATTACHMENT B**

**SIDE LETTER  
(Medical/Dental Plans Copays)**

**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 January 10, 2011 paycheck. Permanent part time employees will receive prorated ATA hours. Employees hired after January 1, 2011 will also receive prorated ATA hours.
- B. The County will afford employees the opportunity to 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 which will not be unreasonably denied.
- C. ATA hours are non-accruable and all unused balances will be zeroed out on June 30, 2011.
- D. The Association will pay the County twenty-one thousand three hundred and twenty-eight dollars (\$21,328) to compensate the County for the lost savings associated with health insurance costs. A check for twenty-one thousand three hundred and twenty-eight dollars (\$21,328) will be paid to the County on June 1, 2011.

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

The ATA implementation is equivalent to an 7.92% reduction in wages for the period of December 1, 2010 through June 30, 2011.

**II. PAYROLL DEDUCTION IMPLEMENTATION**

- A. FY 2010-11: Beginning on December 1, 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 December 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 seven (7) months and that dollar amount will be deducted from each employee’s paycheck on the 10<sup>th</sup> of each month for seven (7) consecutive months, beginning on January 10, 2011.

- 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) /7

**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>
Dec	5,712.37	(451.97)	5,260.40
Jan	5,712.37	(451.97)	5,260.40
Feb	5,440.35	(430.45)	5,009.90
Mar	5,440.35	(430.45)	5,009.90
Apr	5,440.35	(430.45)	5,009.90
May	5,440.35	(430.45)	5,009.90
Jun	5,440.35	(430.45)	5,009.90



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**

<b><u>Month Hired</u></b>	<b><u>ATA Hours</u></b>	<b><u>Formula for Monthly Pay Deduction</u></b>
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 \$891.42 (\$445.71 X 2 months)  
***County would owe employee \$371.42***

Hrly Rate \$32.50  
Accrued 96 ATA 12-1-10  
Used 32 ATA Hours (Value is \$1,040.00)  
Pay deductions were \$891.42 (\$445.71 X 2 months)  
***Employee owes the County \$148.58***

## **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 not had sufficient payroll deductions taken by the July 10, 2011, pay day, the County will deduct the outstanding balance owed (money) from the employee's next regular 10<sup>th</sup> of the month paycheck, and each of the following 10<sup>th</sup> 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 1<sup>st</sup> 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. (K).
- 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 10<sup>th</sup> of the month paycheck.

**MEDICAL/DENTAL PLANS**

Coverages Offered

The County offers the following plans:

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

Co-Pays

The co-pays are as follows:

CCHP A:	No Charge
CCHP B:	No Charge in Network \$5 Office Visit out of Network

KAISER:	\$10 Office Visit \$10 Generic RX \$20 Brand RX \$10 Emergency Room
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HEALTHNET HMO & EPO:	\$10 Office Visit \$10 Generic RX \$20 Formulary RX \$35 Non-Formulary RX \$25 Emergency Room
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HEALTHNET PPO:	\$10 Preventative Care O/V \$5 Generic RX \$5 Formulary RX No-Non-formulary RX \$50 ER Deductible
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