

## 25 COALITION TENTATIVE AGREEMENTS 2011

- 1) Automated Time Keeping (Co. No. 7): AFSCME 512 Sec 20; AFSCME 2700 Sec 12.7; PEU Local One Sec 12.8; PEU Local One CSB Sec 10.5; SEIU 1021 R&F Sec 18; SEIU 1021 SLS and WCE Sec 20.
- 2) Grievance Procedure – Step 3 (L-11): AFSCME 512, AFSCME 2700 Sec 26.1; PEU Local One, WCE Sec 25.1; SEIU 1021 R&F, SEIU 1021 SLS Sec 25.1 C, PEU Local One CSB Sec 23.1
- 3) Grievance Procedure Step 4 Expedited Board of Adjustment (L-9): PEU Local One CSB Sec 23.1; PEU Local One, SEIU 1021 R&F & 1021 SLS, WCE Sec 25.2; AFSCME 512, AFSCME 2700 Sec 26.2
- 4) Grievance Procedure Step 4 Mediation (L-10): AFSCME 512, AFSCME 2700, Sec 26.1; SEIU 1021 SLS, SEIU R&F Sec 25.1; PEU Local One Sec 25.1, PEU Local One CSB Sec 23.1; WCE Sec 25.1
- 5) Grievance Procedure Step 5 Arbitration (L-12): AFSCME 512, AFSCME 2700 Sec 26.1; SEIU 1021 SLS, SEIU R&F, PEU Local One, WCE Sec 25.1; PEU local One CSB Sec 23.1
- 6) Special Layoff Provisions (L-8): PEU Local One CSB Sec 9.6
- 7) Special Layoff Provisions (L-8): PEU Local One Sec 11.6
- 8) Special Layoff Provisions (L-8): AFSCME 512, AFSCME 2700, SEIU 1021 SLS, SEIU 1021 R&F, WCE Sec 11.6
- 9) Attachment M Sr. Mental Health Counselor (L-143): PEU Local One Sec 58.8 F and Attachment M
- 10) Baby Bonding (L-66): AFSCME 2700 Sec 14.3;
- 11) Baby Bonding (L-66): AFSCME 512 Sec 14.3;
- 12) Baby Bonding (L-66): PEU Local One Sec 14.3;
- 13) Baby Bonding (L-66): PEU Local One CSB Sec 12.3;
- 14) Baby Bonding (L-66): SEIU 1021 SLS Sec 12.3;
- 15) Baby Bonding (L-66): SEIU 1021 R&F Sec 14.3;
- 16) Baby Bonding (L-66): WCE Sec 14.3
- 17) Removal of Names from Lay-Off Lists (L-42): AFSCME 2400, PEU Local One SEIU 1021 SLS, SEIU R&F Sec 11.2 J
- 18) Removal of Names from Lay-Off Lists (L-42): AFSCME 512, WCE Sec 11.2 J, PEU Local One CSB Sec 9.2 J
- 19) Probation duration (L-54): AFSCME 512 Sec 21.1
- 20) Shift Bidding Policy – Sheriff's Department (L-175): AFSCME 2700 Sec 6.4
- 21) Engineering Unit BOMA & IRWA: PEU Local One Sec 58.5
- 22) Clean-Up Public Defender Investigators: PEU Local One Sec 58.9
- 23) Public Safety Officers (L-78): PEU Local One Sec 58.2 S
- 24) Clean-up Agriculture (L-70): PEU Local One Sec 58.1 B, C, D
- 25) Holiday - Discovery House (L-146): PEU Local One Sec 58.8 E 3

COUNTY PROPOSAL NO. 5  
COALITION UNION(S)

Automated Time Keeping - Section 10.5 - Local 1 CSB;  
Section 12.7 - AFSCME 2700; Section 12.8 - Local 1;  
Section 18 - SEIU R&F; Section 19 - SEIU SLS; WCE;  
Section 20 - AFSCME 512  
Presented on: April 28, 2011

**REVISED: 4/28/11, 9:48 am**

SECTION 10.5 – LOCAL ONE - CSB  
SECTION 12.7 - AFSCME 2700  
SECTION 12.8 – LOCAL ONE  
SECTION 18 - SEIU R&F  
SECTION 19 - SEIU SLS and WCE  
SECTION 20 - AFSCME 512

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

Automated Time Keeping : The Union will continue to meet and confer with the County regarding implementation of an Automated Time Keeping system for all County employees.

Date: 5/5/11

Contra Costa County:  
(Signature / Printed Name)

Coalition Union(s):  
(Signature / Printed Name)

Keith Fleming / Keith Fleming

Deborah L. Kal / Deborah L. Kal

Mick Williams / Mick Williams

Adrienne Todd / Adrienne Todd

Shirley Kight / Shirley Kight

Leol T. Swick / Leol T. Swick

\_\_\_\_\_ / \_\_\_\_\_

\_\_\_\_\_ / \_\_\_\_\_

\_\_\_\_\_ / \_\_\_\_\_

Felix M. Huentgen / Felix M. Huentgen

Richard M. Katz / Richard M. Katz

Tom Sharley / Tom SHARLEY

Suzie Griffith / Suzie Griffith

CARRIE DELBONTA / CARRIE DELBONTA

Billie Balangan / Billie Balangan

Nancy E. Watson / Nancy E. Watson

Richard L. Cohen / Richard L. Cohen

LOIS D. MCKINNEY / LOIS D. MCKINNEY

ANDY VOGL / ANDY VOGL

Allan Cohen / Allan Cohen



**COUNTY COUNTER PROPOSAL NO. L-11****COALITION UNION(S)****Grievance Procedure – Step 3 Response Time –****Section 26.1 - AFSCME 512 / AFSCME 2700;****Section 25.1 C – SEIU 1021, SLS / SEIU 1021, R & F;****Section 25.1 – Local 1 / WCE; Section 23.1 - Local 1, CSB****Presented on: June 30, 2011****REVISED: 6/29/11, 4:35 pm****SECTION 26.1 - AFSCME 512 / AFSCME 2700****SECTION 25.1 C – SEIU 1021, SLS / SEIU 1021, R&F****SECTION 25.1- Local 1 / WCE****SECTION 23.1- Local 1, CSB**

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

## COUNTY COUNTER PROPOSAL NO. L-11

## COALITION UNION(S)

Grievance Procedure – Step 3 Response Time –

Section 26.1 - AFSCME 512 / AFSCME 2700;

Section 25.1 C – SEIU 1021, SLS / SEIU 1021, R &amp; F;

Section 25.1 – Local 1 / WCE; Section 23.1 - Local 1, CSB

Presented on: June 30, 2011REVISED: 6/29/11, 4:35 pm

For grievances involving appeals from disciplinary action, the Director of Human Resources or designee will attempt to settle the grievance. In the event that the grievance is not settled, the Director of Human Resources or designee will provide written notice of that fact to the grievant, the union, and the Department: within twenty (20) workdays of the date of the Step 3 meeting, unless more time is granted by mutual agreement after settlements efforts have failed, unless more time is granted by mutual agreement.

Date: 6/30/11

## Contra Costa County:

(Signature / Printed Name)

[Signature] / Ted Cwick[Signature] / Deborah L. Kal[Signature] / Kevin Powell[Signature] / Keith Fleming[Signature] / Adrienne Todd[Signature] / Micky Williams[Signature] / Dorotte McCullum[Signature] /[Signature] /[Signature] /

## Coalition Union(s):

(Signature / Printed Name)

[Signature] / [Signature][Signature] / Bill Lee Balangan[Signature] / Nancy E. Watson, WCE[Signature] / CARRIE DABORN[Signature] / Suzie Griffith[Signature] / Tom SHIRLEY[Signature] / Roland M. Katz[Signature] / Richard L. Cabral[Signature] / FRED BEAC[Signature] / Cindy Vogel[Signature] / Aome Mubarrak



**COUNTY COUNTER PROPOSAL NO. L-9**  
**COALITION UNION(S)**  
**Grievance Procedure – Expedited Board of Adjustment**  
**Section 23.2 – Local 1 CSB;**  
**Section 25.2 – Local 1 / SEIU 1021 R&F / SEIU 1021 SLS /**  
**WCE;**  
**Section 26.2 – AFSCME 512 / AFSCME 2700**  
**Presented on: June 23, 2011**

**REVISED: 6/8/11, 8:15 am**

**SECTION 23.2 – Local 1 CSB**  
**SECTION 25.2- Local 1 / SEIU 1021 R&F / SEIU 1021 SLS / WCE**  
**SECTION 26.2 - AFSCME 512 / AFSCME 2700**

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

**Expedited Board of Adjustment (EBA)**

- a. The EBA will be composed of two (2) Coalition Union representatives from Local 1, AFSCME 2700, AFSCME 512, SEIU 1021 and/or Western Council of Engineers, no more than one (1) of whom may be an employee of the County, two (2) management members named by the County, and an impartial arbitrator.. The Unions and the County will each appoint three (3) alternates who will serve as the voting members of the Board if a member(s) is/are not available. A Union Alternate from a different Union will serve as the voting member when the appointed Union Board member is from the same Union as the grievant and a County Alternate will serve as a voting member when a County Board member is from the same Department as the grievant. Each Board member will serve for a twelve (12) month term except that one member and one alternate initially appointed by each side will serve a six (6) month term so that Board member terms are staggered.



**COUNTY COUNTER PROPOSAL NO. L-9**  
**COALITION UNION(S)**  
**Grievance Procedure – Expedited Board of Adjustment**  
**Section 23.2 – Local 1 CSB;**  
**Section 25.2 – Local 1 / SEIU 1021 R&F / SEIU 1021 SLS /**  
**WCE;**  
**Section 26.2 – AFSCME 512 / AFSCME 2700**  
**Presented on: June 23, 2011**

**REVISED: 6/8/11, 8:15 am**

- b. The County and the Coalition Unions (hereafter “parties”) will choose an impartial arbitrator to serve as the fifth (5) member of the EBA and serve as a tie-breaker when the EBA is deadlocked. The parties will select the Arbitrator by forwarding a list of individuals acceptable to a party to the other party. The parties will continue this process until an impartial arbitrator is selected. The Arbitrator will serve a one year term; however, the Arbitrator may be replaced at any time by agreement between the Coalition Unions and the County. The Arbitrator will render an immediate decision if the Board is deadlocked. All decisions rendered by majority vote of the EBA are final and binding upon the Employer, the Union, and the employee, to the extent provided by law
- c. Decisions rendered by the EBA must be within the scope of, and may not vary from, the express written terms of this Memorandum of Understanding.
- d. The Union filing the grievance and the County will each pay one-half (1/2) of the arbitrator's fees and costs. If a majority of the EBA approves the services of a court reporter and/or other special services, the Union and the County will each pay one-half (1/2) of such expenses.

**Procedures**

- a. The EBA will convene on the fourth (4th) Wednesday of each month unless otherwise scheduled by mutual agreement.
- b. The EBA will develop and adopt written rules of procedure to govern the conduct of hearings by a majority vote.
- c. Unless the EBA agrees otherwise by majority action, it will remain in session until all grievances on the agenda have been heard.
- d. All grievances that are received by the Director of Human Resources at least ten (10) working days prior to the next scheduled session of the EBA will be placed on the agenda for the next regular meeting. By majority vote, the EBA may upon request of the Union or the County waive this provision.

**COUNTY COUNTER PROPOSAL NO. L-9**

**COALITION UNION(S)**

**Grievance Procedure – Expedited Board of Adjustment**

**Section 23.2 – Local 1 CSB;**

**Section 25.2 – Local 1 / SEIU 1021 R&F / SEIU 1021 SLS / WCE;**

**Section 26.2 – AFSCME 512 / AFSCME 2700**

**Presented on: June 23, 2011**

**REVISED: 6/8/11, 8:15 am**

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- e. Upon the request of the Union filing the grievance or the County, a continuance of a grievance will be granted until the next session.
  - f. Licensed Attorneys will not participate as Board members, advocates, or advisors in Board hearings unless the attorney is also a union business agent or Human Resources staff.
  - g. Meetings will be convened at a central location agreed to by the Unions and the County.
  - H. Materials to be presented at the EBA will not be shared with the Board members in advance of convening the Board.



**COUNTY COUNTER PROPOSAL NO. L-9**  
**COALITION UNION(S)**  
**Grievance Procedure – Expedited Board of Adjustment**  
**Section 23.2 – Local 1 CSB;**  
**Section 25.2 – Local 1 / SEIU 1021 R&F / SEIU 1021 SLS /**  
**WCE;**  
**Section 26.2 – AFSCME 512 / AFSCME 2700**  
**Presented on: June 23, 2011**

**REVISED: 6/8/11, 8:15 am**

The Expedited Board of Adjustment continues as a trial program expanded to apply to all Coalition Unions. The parties will continually assess the effectiveness of the program during the term of this MOU. The Expedited Board of Adjustment Program will terminate on \_\_\_\_\_ (Date to be filled in once the Duration of the Agreement has a T/A) and does not continue beyond this ~~the~~ expiration date ~~of this MOU~~ without the express written agreement of the parties to continue the program.

Date: 6/23/11

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

**Coalition Union(s):**  
 (Signature / Printed Name)

Keith Hemming / Keith Hemming

Elvis M. Huot / Elvis M. Huot

Ted Cwick / Ted Cwick

Richard L. Cabral / Richard L. Cabral

Deborah L. Kal / Deborah L. Kal

LOIS D. MCKINNEY / LOIS D. MCKINNEY

Kevin Powell / Kevin Powell

CHRYL / CHRYL VOGL

Dorothy McCallum / Dorothy McCallum

FRED BEAL / FRED BEAL

Mickey Williams / Mickey Williams

Allan Cohen / Allan Cohen

Adrienne Todd / Adrienne Todd

Roland M. Kite / Roland M. Kite

\_\_\_\_\_/

Lynda Middlebro / Lynda Middlebro

\_\_\_\_\_/

Suzie Griffith / Suzie Griffith

CARRIE DELBONTA / CARRIE DELBONTA

Nancy Watson / Nancy Watson

Jenna Caldwell / Jenna Caldwell



**COUNTY COUNTER PROPOSAL NO. L-10**  
**COALITION UNION(S)**  
**Grievance Procedure – Step 4 – Mediation –**  
**Section 26.1 - AFSCME 512 / AFSCME 2700;**  
**Section 25.1 D – SEIU 1021, SLS / SEIU 1021, R & F;**  
**Section 25.1 – Local 1 / WCE; Section 23.1 - Local 1, CSB**  
**Presented on: May 25, 2011**

**REVISED: 5/20/11, 1:15pm**

**SECTION 26.1 - AFSCME 512 / AFSCME 2700**  
**SECTION 25.1 D – SEIU 1021, SLS / SEIU 1021, R&F**  
**SECTION 25.1- Local 1**  
**SECTION 23.1- Local 1, CSB**

**Step 4** No grievance may be processed under this Section which has not first been filed and investigated in accordance with Step 3 above and filed by the union within ten (10) work days of the written response of the Human Resources Director or designee. If the parties are unable to reach a mutually satisfactory accord on any grievance which arises and is presented during the term of this MOU, such grievance shall be submitted in writing to the Director of Human Resources or designee within seven (7) work days requesting referral to mediation (State Mediation and Conciliation Service) or an Adjustment Board. The mediation option is only available with the concurrence of the Human Resources Director or designee. The mediation option terminates on ~~June 30, 2012~~ ~~2011~~, and does not continue beyond the expiration date of this MOU without express written agreement of the parties to continue the practice. The Adjustment Board will be comprised of three (3) Union representatives, no more than two (2) of whom shall be either an employee of the County or an elected or appointed official of the Union presenting this grievance, and three (3) representatives of the County, no more than two (2) of whom shall be either an employee of the County or a member of the staff of an organization employed to represent the County in the meeting and conferring process. The Adjustment Board will convene on the second (2nd) Wednesday of each month unless otherwise scheduled by mutual agreement. All grievances that are received by the Director of Human Resources at least ten (10) working days prior to the next scheduled session of the Adjustment Board will be placed on the agenda for the

the last date  
of this MOU.  
John K  
5/25/11

## COUNTY COUNTER PROPOSAL NO. L-10

## COALITION UNION(S)

Grievance Procedure – Step 4 – Mediation –

Section 26.1 - AFSCME 512 / AFSCME 2700;

Section 25.1 D – SEIU 1021, SLS / SEIU 1021, R &amp; F;

Section 25.1 – Local 1 / WCE; Section 23.1 - Local 1, CSB

Presented on: May 25, 2011REVISED: 5/20/11, 1:15pm

next regular meeting. Where the parties agree, the Adjustment Board may be comprised of two (2) Union representatives and two (2) County representatives. This step of the grievance procedure may be waived by the written mutual agreement of the parties.

Date: 5/25/11

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

Keith Fleming / Keith FlemingDeborah Heal / Deborah L. HealAdrienne Todd / Adrienne ToddK. Powell / Karen PowellTed Cwick / Ted CwickDonette McCollum / Donette McCollum

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**Coalition Union(s):**  
(Signature / Printed Name)

Felix M. Huerfano / Felix M. HuerfanoAllen Cohen / Allen CohenFRED BEAL / FRED BEALCINDY VOGL / CINDY VOGLLOIS D. MCKINNEY / LOIS D. MCKINNEYJeff Waters / Jeff WatersRoland M. Katz / Roland M. KatzTOM SHIRLEY / TOM SHIRLEYSUZIE GRIFFITH / SUZIE GRIFFITHCARRIE DEL BONTA / CARRIE DEL BONTA



COUNTY COUNTER PROPOSAL NO. L-10  
 COALITION UNION(S)  
 Grievance Procedure – Step 4 – Mediation –  
 Section 26.1 - AFSCME 512 / AFSCME 2700;  
 Section 25.1 D – SEIU 1021, SLS / SEIU 1021, R & F;  
 Section 25.1 – Local 1 / WCE; Section 23.1 - Local 1, CSB  
 Presented on: May 25, 2011

REVISED: 5/20/11, 1:15pm

SECTION 25.1 – WCE

**Step 4.** No grievance may be processed under this Section which has not first been filed and investigated in accordance with Step 3 above and filed by the union within ten (10) work days of the written response of the Human Resources Director or his/her designee. If the parties are unable to reach a mutually satisfactory accord on any grievance which arises and is presented during the term of this MOU, such grievance shall be submitted in writing to the Director of Human Resources or designee within seven (7) work days requesting referral to mediation (State Mediation and Conciliation Service) or an Adjustment Board. The mediation option is only available with the concurrence of the Human Resources Director or designee. The mediation option terminates on ~~June 30, 2012-2014~~, *the last date of this MOU.* and does not continue beyond the expiration date of this MOU *5/25/11* without express written agreement of the parties to continue the practice. The Adjustment Board will be comprised of three (3) Council representatives, no more than two (2) of whom shall be either an employee of the County or an elected or appointed official of the Council presenting this grievance, and three (3) representatives of the County, no more than two (2) of whom shall be either an employee of the County or a member of the staff of an organization employed to represent the County in the meeting and conferring process. The Adjustment Board will convene on the second (2nd) Wednesday of each month unless otherwise scheduled by mutual agreement. All grievances that are received by the Director of Human Resources at least ten (10) working days prior to the next scheduled session of the Adjustment Board will be placed on the agenda for the



**COUNTY COUNTER PROPOSAL NO. L-10**  
**COALITION UNION(S)**  
**Grievance Procedure – Step 4 – Mediation –**  
**Section 26.1 - AFSCME 512 / AFSCME 2700;**  
**Section 25.1 D – SEIU 1021, SLS / SEIU 1021, R & F;**  
**Section 25.1 – Local 1 / WCE; Section 23.1 - Local 1, CSB**  
**Presented on: May 25, 2011**

**REVISED: 5/20/11, 1:15pm**

next regular meeting. Where the parties agree, the Adjustment Board may be comprised of two (2) Council representatives and two (2) County representatives. This step of the grievance procedure may be waived by the written mutual agreement of the parties.

Date: 5/25/11

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

Keith Fleming / Keith Fleming  
Deborah L. Kal / Deborah L. Kal  
Adrienne Todd / Adrienne Todd  
Kevin Powell / Kevin Powell  
Ted Cwick / Ted Cwick  
Dorette McCollum / Dorette McCollum  
 /  
 /  
 /

**Coalition Union(s):**  
 (Signature / Printed Name)

Felix M. Huel / Felix M. Huel  
Bill Lee Balangan / Bill Lee Balangan  
Nancy S. Watson, WCE  
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## LABOR PROPOSAL NO. L-12

## COALITION UNION(S)

## Grievance Procedure – Step 5 - Mediation –

## Section 26.1 - AFSCME 512 / AFSCME 2700;

## Section 25.1 E – SEIU 1021, SLS / SEIU 1021, R &amp; F;

## Section 25.1 – Local 1 / WCE; Section 23.1 - Local 1, CSB

Presented on: May 25, 2011REVISED: 5/23/11, 8:43 amSECTION 26.1 - AFSCME 512SECTION 25.1 E – SEIU 1021, SLS / SEIU 1021, R&FSECTION 25.1- Local 1 / WCESECTION 23.1- Local 1, CSB

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

Date: 5/25/11**Contra Costa County:**

(Signature / Printed Name)

Keith Fleming / Keith FlemingDeborah L. Kal / Deborah L. KalAdrienne Todd / Adrienne ToddKevin Powell / Kevin PowellTed Cwick / Ted Cwick

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/

**Coalition Union(s):**

(Signature / Printed Name)

FELI M. HUEXTA / FELI M. HUEXTAAllan Cohen / Allan CohenFred BEAL / Fred BEALCINDY VOGEL / CINDY VOGELLOIS D. MCKINNEY / LOIS D. MCKINNEYJeff Waters / Jeff WatersRichard Kotz / Richard KotzTom SHARLOS / Tom SHARLOSBilliee Balangan / Billiee BalanganNancy Watson, WCE / Nancy Watson, WCE



## LABOR PROPOSAL NO. L-12

## COALITION UNION(S)

## Grievance Procedure – Step 5 - Mediation –

## Section 26.1 - AFSCME 512 / AFSCME 2700;

## Section 25.1 E – SEIU 1021, SLS / SEIU 1021, R &amp; F;

## Section 25.1 – Local 1 / WCE; Section 23.1 - Local 1, CSB

Presented on: May 25, 2011REVISED: 5/23/11, 8:43 am**SECTION 26.1 - AFSCME 2700**

**Step 5.** If the parties are unable to reach a settlement or if an Adjustment Board is unable to arrive at a majority decision, either the Union (or the County, when alleging a violation of Section 47 – Strike/Work Stoppage whichever is the moving party, may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the grievant and the Human Resources Director. Such request shall be submitted within twenty (20) work days of the rendering of the Adjustment Board decision or the completion of mediation. Within twenty (20) days of the request for arbitration the parties shall mutually select an arbitrator who shall render a decision within thirty (30) workdays from the date of final submission of the grievance including receipt of the court reporter's transcript and post-hearing briefs, if any. The fees and expenses of the arbitrator and of the Court Reporter shall be shared equally by the grievant and the County. Each party, however, shall bear the costs of its own presentation, including preparation and post hearing briefs, if any.

Date: 5/25/11**Contra Costa County:**

(Signature / Printed Name)

Keith Fleming / Keith FlemingDeborah L. Kal / Deborah L. KalAdrienne Todd / Adrienne ToddKevin Powell / Kevin PowellTed Cwick / Ted Cwick

/

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/

**AFSCME 2700:**

(Signature / Printed Name)

Felix Huerta / Felix HuertaSuzie Griffith / Suzie GriffithCARIE DEBORA / CARIE DEBORA

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**LABOR PROPOSAL NO. L-8**  
**COALITION UNION(S)**  
**Special Layoff Provisions**  
**Section 9.6 – Local 1 - CSB**  
**Presented on: September 22, 2011**

**9.6 Special Layoff Provisions.**

- A. Prior to the layoff of permanent full time employee(s) in any classification of a department, the department will release the same number of temporary employees in that classification and department as the number of permanent employees identified for layoff.
- B. Effective January 1, 2010, employees may transfer, in lieu of layoff and without exhausting their displacement rights within their original department, to a position in another department in the same classification (job code), only if the position in the other department is vacant, funded, already been granted a waiver from a hiring freeze, if any, and a personnel request pursuant to Part 7 of the Personnel Management Regulations to fill that position has been submitted to the Human Resources Department.
- C. Effective January 1, 2010, employees who are laid off and who meet the criteria set forth in subsections 1 through 4, below, may utilize 75% of their seniority to displace the employee having less seniority in the same class in a different department, the least senior employee being displaced first, and so on.

- 1. The laid off employee must hold a position in one of the following classifications:

	Job Code
Cook	1KWA
Lead Cook	1KTA
Custodian	GK7A, GKWB
Clerk Specialist	JWXD
Clerk Senior	JWXC
Clerk Experienced	JWXB
Clerk Beginning	JWXA, JWXE
Driver Clerk	9QWA
Eligibility Work Specialist	XHTB

- 2. The laid off employee must first exhaust all displacement rights in the employee's department.
- 3. The laid off employee must have at least four (4) years of seniority in his/her current classification.
- 4. The laid off employee must meet any additional requirements of the

**LABOR PROPOSAL NO. L-8  
COALITION UNION(S)  
Special Layoff Provisions  
Section 9.6 – Local 1 - CSB  
Presented on: September 22, 2011**

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position in the new department, e.g. pass a background investigation or possess a license or certification.

- D. The displacement process set forth in Section 9.6.C will be implemented in accordance with Section 9.2.C and 9.2.D.
- E. A reduction in hours does not constitute a layoff for purposes of subsection C of Section 9.6.
- F. In the event of ties in seniority rights, such ties will be broken by length of last continuous permanent County employment. If there remain ties in seniority, such ties will be broken by random selection among the employees involved.



**LABOR PROPOSAL NO. L-8  
COALITION UNION(S)  
Special Layoff Provisions  
Section 9.6 – Local 1 - CSB  
Presented on: September 22, 2011**

- G. Each employee who exercises his/her rights set forth in subsections B and C of Section 9.6 must serve a 90-day probationary period in the new department. Any employee who fails to successfully complete this probationary period will be placed on the layoff list for their original displacement class.

The provisions of Section 9.6 expire on \_\_\_\_\_ (Date to be filled in once the term of the MOU is determined) June 29, 2014.

Date: September 22, 2011

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

**Coalition Union(s):**  
(Signature / Printed Name)

Keith Fleming / Keith Fleming

Eliz M. Huerta / Eliz M. Huerta  
T.W. Shirley / T.W. SHIRLEY

Deborah L. Kal / Deborah L. Kal

Claudia Amos / Claudia Amos

Veronica Hodge / Veronica Hodge

Keun Powell / Keun Powell

Adrienne Todd / Adrienne Todd

Doretta McCollum / Doretta McCollum

**LABOR PROPOSAL NO. L-8**  
**COALITION UNION(S)**  
**Special Layoff Provisions**  
**Section 11.6 – Local 1**  
**Presented on: September 22, 2011**

**11.6 Special Layoff Provisions.**

- A. Prior to the layoff of permanent full time employee(s) in any classification of a department, the department will release the same number of temporary employees in that classification and department as the number of permanent employees identified for layoff.
- B. Effective January 1, 2010, employees may transfer, in lieu of layoff and without exhausting their displacement rights within their original department, to a position in another department in the same classification (job code), only if the position in the other department is vacant, funded, already been granted a waiver from a hiring freeze, if any, and a personnel request pursuant to Part 7 of the Personnel Management Regulations to fill that position has been submitted to the Human Resources Department.
- C. Effective January 1, 2010, employees who are laid off and who meet the criteria set forth in subsections 1 through 4, below, may utilize 75% of their seniority to displace the employee having less seniority in the same class in a different department, the least senior employee being displaced first, and so on.

1. The laid off employee must hold a position in one of the following classifications:

	Job Code
Cook	1KWA
Lead Cook	1KTA
Custodian	GK7A, GKWB
<u>Clerk Specialist</u>	<u>JWXD</u>
<u>Clerk Senior</u>	<u>JWXC</u>
<u>Clerk Experienced</u>	<u>JWXB</u>
<u>Clerk Beginning</u>	<u>JWXA, JWXE</u>
Driver Clerk	9QWA
<u>Eligibility Work Specialist</u>	<u>XHTB</u>

2. The laid off employee must first exhaust all displacement rights in the employee's department.
3. The laid off employee must have at least four (4) years of seniority in his/her current classification.
4. The laid off employee must meet any additional requirements of the



**LABOR PROPOSAL NO. L-8  
COALITION UNION(S)  
Special Layoff Provisions  
Section 11.6 – Local 1  
Presented on: September 22, 2011**

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position in the new department, e.g. pass a background investigation or possess a license or certification.

- D. The displacement process set forth in Section 11.6.C will be implemented in accordance with Section 11.2.C and 11.2.D.
- E. A reduction in hours does not constitute a layoff for purposes of subsection C of Section 11.6.
- F. In the event of ties in seniority rights, such ties will be broken by length of last continuous permanent County employment. If there remain ties in seniority, such ties will be broken by random selection among the employees involved.

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**COALITION UNION(S)**  
**Special Layoff Provisions**  
**Section 11.6 – Local 1**  
**Presented on: September 22, 2011**

- G. Each employee who exercises his/her rights set forth in subsections B and C of Section 11.6 must serve a 90-day probationary period in the new department. Any employee who fails to successfully complete this probationary period will be placed on the layoff list for their original displacement class.

The provisions of Section 11.6 expire on \_\_\_\_\_ (Date to be filled in once the term of the MOU is determined) June 29, 2011.

Date: September 22, 2011

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

**Coalition Union(s):**  
 (Signature / Printed Name)

Keith Hemming / Keith Hemming  
 \_\_\_\_\_ / \_\_\_\_\_

[Signature] / Richard M. Kelt  
[Signature] / T.W. SHIRLEY

[Signature] / Deborah L. Kal  
[Signature] / Veronica Hodge

[Signature] / Felix M. Huerta  
 \_\_\_\_\_ / \_\_\_\_\_

[Signature] / Kevin Powell

\_\_\_\_\_ / \_\_\_\_\_

[Signature] / Adrienne Todd

\_\_\_\_\_ / \_\_\_\_\_

[Signature] / Dorothy McCollum

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LABOR PROPOSAL NO. L-8  
 COALITION UNION(S)  
 Special Layoff Provisions  
 Section 11.6 - AFSCME 512 / AFSCME 2700 /  
 SEIU 1021, SLS / SEIU 1021, R & F / WCE  
 Presented on: September 22, 2011

11.6 Special Layoff Provisions.

- A. Prior to the layoff of permanent full time employee(s) in any classification of a department, the department will release the same number of temporary employees in that classification and department as the number of permanent employees identified for layoff.
- B. Effective January 1, 2010, employees may transfer, in lieu of layoff and without exhausting their displacement rights within their original department, to a position in another department in the same classification (job code), only if the position in the other department is vacant, funded, already been granted a waiver from a hiring freeze, if any, and a personnel request pursuant to Part 7 of the Personnel Management Regulations to fill that position has been submitted to the Human Resources Department.
- C. Effective January 1, 2010, employees who are laid off and who meet the criteria set forth in subsections 1 through 4, below, may utilize 75% of their seniority to displace the employee having less seniority in the same class in a different department, the least senior employee being displaced first, and so on.
1. The laid off employee must hold a position in one of the following classifications:
 

	Job Code
Cook	1KWA
Lead Cook	1KTA
Custodian	GK7A, GKWB
Clerk Specialist	JWXD
Clerk Senior	JWXC
Clerk Experienced	JWXB
Clerk Beginning	JWXA, JWXE
Driver Clerk	9QWA
Eligibility Work Specialist	XHTB
  2. The laid off employee must first exhaust all displacement rights in the employee's department.
  3. The laid off employee must have at least four (4) years of seniority in his/her current classification.

**LABOR PROPOSAL NO. L-8  
COALITION UNION(S)  
Special Layoff Provisions  
Section 11.6 - AFSCME 512 / AFSCME 2700 /  
SEIU 1021, SLS / SEIU 1021, R & F / WCE  
Presented on: September 22, 2011**

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- 4. The laid off employee must meet any additional requirements of the position in the new department, e.g. pass a background investigation or possess a license or certification.
  
  - D. The displacement process set forth in Section 11.6.C will be implemented in accordance with Section 11.2.C and 11.2.D.
  
  - E. A reduction in hours does not constitute a layoff for purposes of subsection C of Section 11.6.
  
  - F. In the event of ties in seniority rights, such ties will be broken by length of last continuous permanent County employment. If there remain ties in seniority, such ties will be broken by random selection among the employees involved.



- Attachment 3 (Page 23 of 66)

**LABOR PROPOSAL NO. L-143 CLEAN UP  
SR. MENTAL HEALTH COUNSELOR  
LOCAL 1, Section 58.8 F/ Attachment M  
Presented on: September 22, 2011**

REVISED: 9/16/11; 9:51 am

**SECTION 58.8**

**F. Mental Health Treatment Staff.**

1. A Labor/Management Forum composed of two (2) Local No. 1 delegates and the Mental Health Director will meet at least quarterly to address the status and viability of the line staff/management working relationships. Areas of ongoing focus will be communication and mutual cooperation. Specific issues of clinical, professional and programmatic concern can be addressed as necessary. An agenda of items to be discussed will be submitted to the Mental Health Director at least two (2) weeks prior to the scheduled meeting.
2. The Health Services Department agrees to meet and confer with the Union before contracting out any presently County operated Mental Health Programs employing Mental Health Staff.
3. Mental Health Treatment employees shall receive a weekend shift bonus of five dollars (\$5.00) per shift for each weekend shift worked which: 1) falls on weekends for which the employee is not scheduled to work in his/her normal work schedule; 2) falls between the beginning of the night shift on Friday and the end of the evening shift on Sunday; 3) is worked for the full duration of the shift; and 4) is not the result of a trade. The employee is to note such qualifying shifts on his/her time sheets in order to receive this compensation.
4. Incumbents of the Mental Health Specialist II, ~~Senior Mental Health Counselor~~, Mental Health Clinical Specialist or Clinical Psychologist classes may be designated as unit leaders. Unit leader assignments shall be at the sole discretion of the Division Director. Duties of the unit leaders are described in the class specifications. Unit leaders will receive a differential of five percent (5%) of their base salary until such time as the unit leader assignment terminates. Unit leaders will continue to receive the five percent (5%) pay differential during the first thirty (30) calendar days of each absence for paid vacation, paid sick leave period, paid disability or other paid leave.
5. Approved Continuing Education Leave (C. E.) time entitlement to complete accredited course work required for license renewal will be eighteen (18) hours per fiscal year for full-time permanent



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**REVISED: 9/16/11; 9:51 am**

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employees in the classifications of Mental Health Clinical Specialist (Licensed), Mental Health Clinical Specialist (Licensed) – Project, Clinical Psychologist, and Clinical Psychologist – Project.

Permanent part-time employees in these classifications will have their approved CE time entitlement prorated on the basis of the number of hours they work in relation to the regular forty (40) hour work week.

CE time may be carried over into the next fiscal year and added to the CE time entitlement for that year without restriction, up to twice the annual accrual.

Only courses accredited by the Board of Behavioral Science, the Mandatory Continuing Education for Psychologists (MCEP) Accrediting Agency, the American Psychological Association, or the California Medical Association will be approved.

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**REVISED: 9/16/11: 9:51 am**

**ATTACHMENT M**

JOB CODE	CLASS TITLE	FLEX STAFF (F) / DEEP CLASS (D)	FROM	TO
VRVA	ACCOUNT REPRESENTATIVE/CCHP		\$3,979.40	\$4,836.98
VFWG	BIOMEDICAL EQUIPMENT TECH I	F	\$4,676.37	\$5,155.70
VFVD	BIOMEDICAL EQUIPMENT TECH II	F	\$5,147.78	\$5,675.43
CW03	CAL WORKS COMMUNITY HLTH WKR I	F	\$2,299.28	\$2,794.79
V8VH	CARDIAC ULTRASONOGRAPHER-PER DIEM		\$9,730.08	\$9,730.08
V8VG	CARDIAC ULTRASONOGRAPHER		\$6,073.40	\$7,382.25
V8WD	CARDIOLOGY TECHNICIAN I	F	\$3,122.23	\$3,795.09
V8VC	CARDIOLOGY TECHNICIAN II	F	\$3,280.69	\$3,987.70
VBSK	CH HL AND DIS PRV DNT HYG		\$4,307.43	\$5,235.71
VHWA	CLINICAL LAB SCIENTIST I	F	\$6,121.70	\$6,121.70
VHVD	CLINICAL LAB SCIENTIST II	F	\$6,406.96	\$7,787.70
VQTB	CLINICAL PSYCHOLOGIST	D Res # 91/311	\$4,779.82	\$6,753.76
VYSD	CLINICAL/DRUG INFOR COORD		\$7,172.55	\$9,154.19
VKWC	COMMUNITY HEALTH WORKER I	F	\$2,691.31	\$2,967.17
VKVB	COMMUNITY HEALTH WORKER II	F	\$3,000.99	\$3,647.72
VKV1	COMMUNITY HEALTH WORKER II-PRJ	F	\$3,000.99	\$3,647.72
VKW1	COMMUNITY HEALTH WORKER I-PRJ	F	\$2,691.31	\$2,967.17
VKTA	COMMUNITY HEALTH WORKER SPEC		\$3,184.68	\$3,870.99
VFVB	CYTOTECHNOLOGIST		\$5,441.28	\$6,613.90
1KSA	DIETITIAN		\$4,173.09	\$5,072.42
V7WB	DISEASE INTERVENTION TECH		\$3,809.75	\$4,630.78
V7W1	DISEASE INTERVENTION TECH-PRJ		\$3,809.75	\$4,630.78
VQWG	DUAL DIAGNOSIS PROG SPEC		\$3,712.93	\$4,513.09
VQW5	DUAL DIAGNOSIS PROG SPEC-PRJ		\$3,712.93	\$4,513.09
VLKA	ENVIRONMENTAL HLTH SPC TRAINEE	F	\$4,294.66	\$5,220.18
VLWA	ENVIRONMENTAL HLTH SPEC I	F	\$5,377.00	\$6,535.78
VLVA	ENVIRONMENTAL HLTH SPEC II	F	\$6,097.50	\$7,411.55
VL7A	ENVIRONMENTAL HLTH TECHNICIAN		\$3,735.05	\$4,539.98
6CWA	FORENSIC TOXICOLOGIST I	F	\$5,245.54	\$5,783.21
6CVA	FORENSIC TOXICOLOGIST II	F	\$5,711.78	\$6,942.70
6CTA	FORENSIC TOXICOLOGIST III	F	\$6,613.21	\$8,038.40
V4WF	HAZARDOUS MATERIAL TECH		\$4,311.70	\$4,753.65



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V4WG	HAZARDOUS MATERIALS SPEC I	F	\$5,430.51	\$6,600.82
V4VC	HAZARDOUS MATERIALS SPEC II	F	\$6,362.71	\$7,733.91
VMWD	HEALTH ED SPECIALIST		\$3,530.09	\$4,290.85
VMW4	HEALTH ED SPECIALIST-PROJECT		\$3,530.09	\$4,290.85
V9TF	HEALTH PLAN MBR SVCS COORD		\$3,979.40	\$4,836.98
V9VE	HEALTH PLAN MEMBER SVCS COUNS		\$3,443.78	\$4,185.94
VCVC	HEALTH PLAN OUTREACH REP		\$3,810.12	\$4,758.32
VCVB	HEALTH PLAN SALES REP		\$4,298.91	\$5,225.35
VHWF	HISTOTECHNICIAN		\$4,419.76	\$5,372.24
V9WE	HOME ECONOMIST		\$4,173.09	\$5,072.42
V8WC	JUNIOR RADIOLOGIC TECHNOLOGIST	F	\$4,987.23	\$6,062.01
VJWA	LABORATORY TECHNICIAN I	F	\$2,977.31	\$3,618.94
VJVA	LABORATORY TECHNICIAN II	F	\$3,159.55	\$3,840.45
VJTA	LABORATORY TECHNICIAN III	F	\$3,283.94	\$3,991.65
V092	LABORATORY TECHNICIAN-PROJECT		\$3,159.55	\$3,840.45
V2WC	MH ACTIVITIES SPECIALIST		\$4,019.00	\$4,885.11
VQSB	MH CLINICAL SPECIALIST	F, D	\$4,333.51	\$6,433.13
VQS2	MH CLINICAL SPECIALIST-PROJECT	F	\$4,240.14	\$6,294.51
<del>VQ81</del>	<del>MH CLINICAL SPECIALIST-UNLIC-P</del>	<del>F</del>	<del>\$4,240.14</del>	<del>\$5,702.51</del>
VQWE	MH COMMUNITY SUPPORT WKR I	F	\$2,541.11	\$3,088.73
VQVB	MH COMMUNITY SUPPORT WKR II	F	\$2,786.21	\$3,386.66
VQW7	MH COMMUNITY SUPRT WKR I-PROJ		\$2,541.11	\$3,088.73
VQSG	MH EMPLOYMENT PLACEMENT SPEC		\$3,723.97	\$4,526.52
VQWD	MH SPECIALIST I	F, D Res # 91/311	\$3,481.50	\$4,665.54
VQVA	MH SPECIALIST II	F, D Res # 91/311	\$3,925.00	\$5,545.92
VQV1	MH SPECIALIST II-PROJECT	F	\$3,840.42	\$5,426.42
VQW4	MH SPECIALIST I-PROJECT	F	\$3,406.48	\$4,565.01
VQWF	MH VOCATIONAL COUNSELOR I	F	\$4,411.01	\$5,361.62
VQVC	MH VOCATIONAL COUNSELOR II	F	\$4,967.52	\$5,750.53
VQV2	MH VOCATIONAL COUNSELOR II-PRJ	F	\$4,967.52	\$5,750.53
VQW6	MH VOCATIONAL COUNSELOR I-PRJ	F	\$4,411.01	\$5,361.62
1K7B	NUTRITION ASSISTANT		\$3,131.52	\$3,806.38
V5VG	OCCUPATIONAL THERAPIST I	F	\$5,092.02	\$5,894.65
V5VH	OCCUPATIONAL THERAPIST II	F	\$5,282.02	\$6,420.33
V5VK	OCCUPATIONAL THERAPIST-PER DM		\$8,069.46	\$8,069.46
VJWB	PATHOLOGY TECHNICIAN		\$2,977.31	\$3,618.94



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VYWA	PHARMACIST I		\$7,725.46	\$8,943.18
VYTA	PHARMACIST II		\$7,469.71	\$9,533.45
VYWB	PHARMACIST-PER DIEM		\$12,062.26	\$12,062.26
VY9B	PHARMACY TECHNICIAN		\$3,067.08	\$3,728.05
V5VJ	PHYS THERAPIST-PER DIEM		\$8,069.46	\$8,069.46
V5VE	PHYSICAL THERAPIST I	F	\$5,092.02	\$5,894.65
V5VF	PHYSICAL THERAPIST II	F	\$5,282.02	\$6,420.33
V4SE	POLLUTION PREVENTION SPECIALIS		\$4,967.52	\$6,038.05
VMSC	PUBLIC HLTH DENTAL HYGIENIST		\$3,955.83	\$4,808.33
VMS1	PUBLIC HLTH DENTAL HYGIENIST-P		\$3,951.91	\$4,803.58
V0WA	PUBLIC HLTH MICROBIOLOGIST		\$4,836.48	\$5,598.83
VVXA	PUBLIC HLTH NURSE	D	\$6,490.59	\$8,729.12
VVX1	PUBLIC HLTH NURSE-PROJECT		\$6,490.59	\$8,729.12
V9WB	PUBLIC HLTH NUTRITIONIST		\$4,402.29	\$5,351.01
V5VC	RECREATION THERAPIST		\$3,874.42	\$4,709.39
VIWA	RESP CARE PRACTITIONER I	F	\$4,972.44	\$6,044.03
VIVA	RESP CARE PRACTITIONER II	F	\$5,954.31	\$7,237.50
VIVB	RESP CARE PRACTITIONER-PerDiem		\$7,786.89	\$7,786.89
VSVD	SPEECH PATHOLOGIST		\$6,013.56	\$7,309.52
V5VL	SPEECH PATHOLOGIST-PER DIEM		\$7,208.14	\$7,208.14
VHNA	SR CLINICAL LAB SCIENTIST		\$6,976.43	\$8,479.89
VFVC	SR CYTOTECHNOLOGIST		\$5,694.83	\$6,922.11
V7VB	SR DISEASE INTERVEN TECH	F	\$4,625.72	\$5,622.59
6CTB	SR FORENSIC TOXICOLOGIST		\$6,941.98	\$8,438.01
VMWE	SR HEALTH EDUCATION SPEC		\$4,923.45	\$5,984.49
VMW5	SR HEALTH EDUCATION SPEC-PRJ		\$4,923.45	\$5,984.49
<del>VQTA</del>	<del>SR MENTAL HEALTH COUNSLR</del>	<del>D-Res # 91/311</del>	<del>\$6,231.78</del>	<del>\$6,231.78</del>
V0TC	SR PUBLIC HLTH MICROBIOLOGIST		\$5,081.94	\$6,177.13
V9TE	SR PUBLIC HLTH NUTRITION		\$4,841.27	\$5,884.60
V8VA	SR RADIOLOGIC TECHNOLOGIST	F	\$5,966.12	\$7,251.85
VHVC	SUBSTANCE ABUSE COUNSELOR	F	\$4,428.52	\$5,382.89
VHWE	SUBSTANCE ABUSE COUNSELOR TRN	F	\$2,612.54	\$3,175.56
VHV3	SUBSTANCE ABUSE COUNSELOR-PRJ		\$4,428.52	\$5,382.89
VHTC	SUBSTANCE ABUSE LD COUNSELOR		\$4,732.27	\$5,752.10
VHT1	SUBSTANCE ABUSE LD COUNSELOR-P		\$4,732.27	\$5,752.10



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V5WF	THERAPY ASSISTANT	F	\$3,951.91	\$4,803.58
V5WH	THERAPY ASSISTANT-PER DIEM		\$5,672.32	\$5,672.32
V8VD	ULTRASOUND TECHNOLOGIST I	F	\$6,692.26	\$7,378.21
V8TB	ULTRASOUND TECHNOLOGIST II	F	\$6,646.03	\$8,078.30
V4WC	VECTOR CONTROL TECHNICIAN		\$2,811.15	\$3,416.97

Date: September 22, 2011

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

Keith Fleming / Keith Fleming  
/

Deborah L. Kel / Deborah L. Kel  
/

Veronica Hodge / Veronica Hodge  
/

Kevin Powell / Kevin Powell  
/

Adrienne Todd / Adrienne Todd  
/

Dorette McCollum / Dorette McCollum  
/

/

/

**Coalition Union(s):**  
(Signature / Printed Name)

Roland M. Katz / Roland M. Katz  
/

T.W. SHIRLEY / T.W. SHIRLEY  
/

Felix M. Huert / Felix M. HUERTAS  
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**LABOR PROPOSAL PEU NO. 66**  
**AFSCME, LOCAL 2700**  
**Section 14.3 – Baby Bonding**  
**Presented on: November 3, 2011**

**Revised 11/2/11 11:51 am**

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

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

Employee: Any person employed by Contra Costa County in an allocated position in the County service.

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

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

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

- a. Temporary Illness or Injury of an Employee. Paid sick leave credits may be used when the employee is off work because of a temporary illness or injury.
- b. Permanent Disability Sick Leave. Permanent disability means the employee suffers from a disabling physical injury or illness and is thereby prevented from engaging in any County occupation for which the employee is qualified by reason of education, training or experience. Sick leave may be used by permanently disabled employees until all accruals of the employee have been exhausted or until the employee is retired by the Retirement Board, subject to the following conditions:
  1. An application for retirement due to disability has been filed with the Retirement Board.
  2. Satisfactory medical evidence of such disability is received by the appointing authority within thirty (30) days of the start of use of sick leave for permanent disability.
  3. The appointing authority may review medical evidence and order further examination as deemed necessary, and may terminate use of sick leave when such further examination demonstrates that the employee is not disabled, or when the appointing authority determines that the medical evidence submitted by the employee



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**AFSCME, LOCAL 2700**  
**Section 14.3 – Baby Bonding**  
**Presented on: November 3, 2011**

**Revised 11/2/11 11:51 am**

is insufficient, or where the above conditions have not been met.

- c. Communicable Disease. An employee may use paid sick leave credits when under a physician's order to remain secluded due to exposure to a communicable disease.
- d. Sick Leave Utilization for Pregnancy Disability. Employees whose disability is caused or contributed to by pregnancy, miscarriage, abortion, childbirth, or recovery therefrom, shall be allowed to utilize sick leave credit to the maximum accrued by such employee during the period of such disability under the conditions set forth below:
  - 1. Application for such leave must be made by the employee to the appointing authority accompanied by a written statement of disability from the employee's attending physician. The statement must address itself to the employee's general physical condition having considered the nature of the work performed by the employee, and it must indicate the date of the commencement of the disability as well as the date the physician anticipates the disability to terminate.
  - 2. If an employee does not apply for leave and the appointing authority believes that the employee is not able to properly perform her work or that her general health is impaired due to disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth or recovery therefrom the employee shall be required to undergo a physical examination by a physician selected by the County. Should the medical report so recommend, a mandatory leave shall be imposed upon the employee for the duration of the disability.
  - 3. Except as set forth in Section 14.3 h. Baby/Child Bonding, ~~S~~sick leave may not be utilized after the employee has been released from the hospital unless the employee has provided the County with a written statement from her attending physician stating that her disability continues and the projected dates of the employee's recovery from such disability.
- e. Medical and Dental Appointments. An employee may use paid sick leave credits:
  - 1. For working time used in keeping medical and dental appointments for the employee's own care; and
  - 2. For working time used by an employee for pre-scheduled medical and dental appointments for an immediate family member.
- f. Emergency Care of Family. An employee may use paid sick leave credits for working time used in cases of illness or injury to an immediate family

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**AFSCME, LOCAL 2700**  
**Section 14.3 – Baby Bonding**  
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member.

- g. Death of Family Member. An employee may use paid sick leave credits for working time used because of a death in the employee's immediate family or of the employee's domestic partner, but this shall not exceed three (3) working days, plus up to two (2) days of work time for necessary travel. Use of additional accruals including sick leave, when appropriate, may be authorized in conjunction with the bereavement leave at the discretion of the appointing authority.
- h. Baby/Child Bonding. Upon the birth or adoption of a child, an employee eligible for baby-bonding leave pursuant to the California Family Rights Act may use sick leave credits for such baby-bonding leave. ~~Legal Adoption of a Child. Paid sick leave credits may be used by an employee upon adoption of the child.~~
- i. Accumulated paid sick leave credits may not be used in the following situations:
  - 1. Vacation. Paid sick leave credits may not be used for an employee's illness or injury which occurs while he is on vacation but the County Administrator may authorize it when extenuating circumstances exist and the appointing authority approves.
  - 2. Not in Pay Status. Paid sick leave credits may not be used when the employee would otherwise be eligible to use paid sick leave credits but is not in pay status.

Date: Nov. 3, 2011

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

**AFSCME, Local 2700:**  
 (Signature / Printed Name)

Keith Fleming / Keith Fleming

Ted Kwick / Ted Kwick

Deborah Kal / Deborah Kal

K Paul / Kevin Powell

Dorette McCollum / Dorette McCollum

B Anne Crisp / B Anne Crisp

\_\_\_\_\_ / \_\_\_\_\_

Cara Moffett / CARA MOFFETT

Suzie Griffith / SUZIE GRIFFITH

Felipe Huerta / Felipe Huerta

\_\_\_\_\_ / \_\_\_\_\_

\_\_\_\_\_ / \_\_\_\_\_

\_\_\_\_\_ / \_\_\_\_\_

\_\_\_\_\_ / \_\_\_\_\_



**LABOR PROPOSAL PEU NO. 66**  
**AFSCME, LOCAL 2700**  
**Section 14.3 – Baby Bonding**  
**Presented on: November 3, 2011**

**Revised 11/2/11 11:51 am**

_____ / _____	_____ / _____
_____ / _____	_____ / _____

**LABOR PROPOSAL NO. 66 PEU**  
**AFSCME, LOCAL 512**  
**Section 14.3 – Baby Bonding**  
**Presented on: November 3, 2011**

**Revised: 11/2/11 11:36am**

**SECTION 14 - SICK LEAVE**

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

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

Employee: Any person employed by Contra Costa County in an allocated position in the County service.

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

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

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

- a. Temporary Illness or Injury of an Employee. Paid sick leave credits may be used when the employee is off work because of a temporary illness or injury.
- b. Permanent Disability Sick Leave. Permanent disability means the employee suffers from a disabling physical injury or illness and is thereby prevented from engaging in any County occupation for which the employee is qualified by reason of education, training or experience. Sick leave may be used by permanently disabled employees until all accruals of the employee have been exhausted or until the employee is retired by the Retirement Board, subject to the following conditions:
  1. An application for retirement due to disability has been filed with the Retirement Board.
  2. Satisfactory medical evidence of such disability is received by the appointing authority within thirty (30) days of the start of use of sick leave for permanent disability.
  3. The appointing authority may review medical evidence and order further examination as deemed necessary, and may terminate use of sick leave



**LABOR PROPOSAL NO. 66 PEU**  
**AFSCME, LOCAL 512**  
**Section 14.3 – Baby Bonding**  
**Presented on: November 3, 2011**

**Revised: 11/2/11 11:36am**

when such further examination demonstrates that the employee is not disabled, or when the appointing authority determines that the medical evidence submitted by the employee is insufficient, or where the above conditions have not been met.

- c. Communicable Disease. An employee may use paid sick leave credits when under a physician's order to remain secluded due to exposure to a communicable disease.
- d. Sick Leave Utilization for Pregnancy Disability. Employees whose disability is caused or contributed to by pregnancy, miscarriage, abortion, childbirth, or recovery therefrom, shall be allowed to utilize sick leave credit to the maximum accrued by such employee during the period of such disability under the conditions set forth below:
  - 1. Application for such leave must be made by the employee to the appointing authority accompanied by a written statement of disability from the employee's attending physician. The statement must address itself to the employee's general physical condition having considered the nature of the work performed by the employee, and it must indicate the date of the commencement of the disability as well as the date the physician anticipates the disability to terminate.
  - 2. If an employee does not apply for leave and the appointing authority believes that the employee is not able to properly perform her work or that her general health is impaired due to disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth or recovery therefrom the employee shall be required to undergo a physical examination by a physician selected by the County. Should the medical report so recommend, a mandatory leave shall be imposed upon the employee for the duration of the disability.
  - 3. Except as set forth in Section 14.3 h. Baby/Child Bonding, Sick leave may not be utilized after the employee has been released from the hospital unless the employee has provided the County with a written statement from her attending physician stating that her disability continues and the projected dates of the employee's recovery from such disability.
- e. Medical and Dental Appointments. An employee may use paid sick leave credits:
  - 1. For working time used in keeping medical and dental appointments for the employee's own care; and
  - 2. For working time used by an employee for prescheduled medical and dental appointments for an immediate family member.
- f. Emergency Care of Family. An employee may use paid sick leave credits for

**LABOR PROPOSAL NO. 66 PEU**  
**AFSCME, LOCAL 512**  
**Section 14.3 – Baby Bonding**  
**Presented on: November 3, 2011**

**Revised: 11/2/11 11:36am**

working time used in cases of illness or injury to an immediate family member.

- g. Death of Family Member. An employee may use paid sick leave credits for working time used because of a death in the employee's immediate family or of the employee's domestic partner, but this shall not exceed three (3) working days, plus up to two (2) days of work time for necessary travel. Use of additional accruals including sick leave when appropriate may be authorized in conjunction with the bereavement leave at the discretion of the appointing authority.
- h. Baby/Child Bonding. Upon the birth or adoption of a child, an employee eligible for baby-bonding leave pursuant to the California Family Rights Act may use sick leave credits for such baby-bonding leave. ~~Legal Adoption of a Child. Paid sick leave credits may be used by an employee upon adoption of the child.~~
- i. Accumulated paid sick leave credits may not be used in the following situations:
1. Vacation. Paid sick leave credits may not be used for an employee's illness or injury which occurs while he is on vacation but the County Administrator may authorize it when extenuating circumstances exist and the appointing authority approves.
  2. Not in Pay Status. Paid sick leave credits may not be used when the employee would otherwise be eligible to use paid sick leave credits but is not in pay status.

Date: 11/3/11

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

**AFSCME, Local 512:**  
 (Signature / Printed Name)

Keith Fleming / Keith Fleming  
Ted Cwick / Ted Cwick  
Deborah Kal / Deborah Kal  
Ken Powell / Ken Powell  
Dorothy McGillem / Dorothy McGillem  
B Anne Cripp / B Anne Cripp  
 \_\_\_\_\_  
 \_\_\_\_\_

Felix M. Hunt / Felix M. Hunt  
Richard L. Cabral / Richard L. Cabral  
Margaret J. Eyckner / Margaret J. Eyckner  
MATT EACA / MATT EACA  
Renata Pierce / Renata Pierce  
Grayle Wallis Burn / Grayle Wallis Burn  
Robert TeVrucht / Robert TeVrucht  
Brodie Bahador / Brodie Bahador  
Fil C. Uy / Fil C. Uy  
Elizabeth Crawford / Elizabeth Crawford



LABOR PROPOSAL NO. 66 PEU  
AFSCME, LOCAL 512  
Section 14.3 – Baby Bonding  
Presented on: November 3, 2011

Revised: 11/2/11 11:36am

/

*Patricia Cline Patricia Cline*  
*Jeff Waters Jeff Waters*

**LABOR PROPOSAL NO. PEU 3**  
**PEU, LOCAL 1**  
**Section 14.3 – Baby Bonding**  
**Presented on: September 29, 2011**

**Revised: 9/21/11, 3:25pm**

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

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

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

"Paid Sick Leave Credits" means those sick leave credits provided for by County Salary Regulations and Memoranda of Understanding.

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

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

- A. Temporary Illness or Injury of an Employee. Paid sick leave credits may be used when the employee is off work because of a temporary illness or injury.
- B. Permanent Disability Sick Leave. Permanent disability means the employee suffers from a disabling physical injury or illness and is thereby prevented from engaging in any County occupation for which the employee is qualified by reason of education, training or experience. Sick leave may be used by permanently disabled employees until all accruals of the employee have been exhausted or until the employee is retired by the Retirement Board, subject to the following conditions:
  - 1. An application for retirement due to disability has been filed with the Retirement Board.
  - 2. Satisfactory medical evidence of such disability is received by the appointing authority within 30 days of the start of use of sick leave for permanent disability.
  - 3. The appointing authority may review medical evidence and order further examination as deemed necessary, and may terminate use of sick leave when



**LABOR PROPOSAL NO. PEU 3**  
**PEU, LOCAL 1**  
**Section 14.3 – Baby Bonding**  
**Presented on: September 29, 2011**

**Revised: 9/21/11, 3:25pm**

such further examination demonstrates that the employee is not disabled, or when the appointing authority determines that the medical evidence submitted by the employee is insufficient, or where the above conditions have not been met.

- C. Communicable Disease. An employee may use paid sick leave credits when under a physician's order to remain secluded due to exposure to a communicable disease.
- D. Sick Leave Utilization for Pregnancy Disability. Employees whose disability is caused or contributed to by pregnancy, miscarriage, abortion, childbirth, or recovery therefrom, shall be allowed to utilize sick leave credit to the maximum accrued by such employee during the period of such disability under the conditions set forth below:
  - 1. Application for such leave must be made by the employee to the appointing authority accompanied by a written statement of disability from the employee's attending physician. The statement must address itself to the employee's general physical condition having considered the nature of the work performed by the employee, and it must indicate the date of the commencement of the disability as well as the date the physician anticipates the disability to terminate.
  - 2. If an employee does not apply for leave and the appointing authority believes that the employee is not able to properly perform her work or that her general health is impaired due to disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth or recovery there from the employee shall be required to undergo a physical examination by a physician selected by the County. Should the medical report so recommend, a mandatory leave shall be imposed upon the employee for the duration of the disability.
  - 3. Except as set forth in Section 14.3 H Baby/Child Bonding, Sick leave may not be utilized after the employee has been released from the hospital unless the employee has provided the County with a written statement from her attending physician stating that her disability continues and the projected dates of the employee's recovery from such disability.
- E. Medical and Dental Appointments. An employee may use paid sick leave credits:
  - 1. For working time used in keeping medical and dental appointments for the employee's own care; and
  - 2. For working time used by an employee for pre-scheduled medical and dental appointments for an immediate family member.
- F. Emergency Care of Family. An employee may use paid sick leave credits for working time used in cases of illness or injury to an immediate family member.
- G. Death of Family Member. An employee may use paid sick leave credits for working time

**LABOR PROPOSAL NO. PEU 3**  
**PEU, LOCAL 1**  
**Section 14.3 – Baby Bonding**  
**Presented on: September 29, 2011**

**Revised: 9/21/11, 3:25pm**

used because of a death in the employee's immediate family or of the employee's domestic partner, but this shall not exceed three (3) working days, plus up to two (2) days of work time for necessary travel. Use of additional accruals including sick leave when appropriate may be authorized in conjunction with the bereavement leave at the discretion of the appointing authority.

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

- I. Accumulated paid sick leave credits may not be used in the following situations:
1. Vacation. Paid sick leave credits may not be used for an employee's illness or injury which occurs while he/she is on vacation but the County Administrator may authorize it when extenuating circumstances exist and the appointing authority approves.
  2. Not in Pay Status. Paid sick leave credits may not be used when the employee would otherwise be eligible to use paid sick leave credits but is not in pay status.

Date: November 3, 2011

Contra Costa County:  
(Signature / Printed Name)

PEU Local One *dy*  
SEIU, Local 1021 (Rank & File):  
(Signature / Printed Name)

*FELIX GARCIA* / *KEITH GARCIA*

*[Signature]* / *Ted Cwiche*

*Deborah Kal* / *Deborah Kal*

*[Signature]* / *Kevin Powell*

*Dorette McCollum* / *Dorette McCollum*

*B Anne Crisp* / *B Anne Crisp*

/

*[Signature]* / *Felix M. Noertth JR*

*[Signature]* / *Poland M. Katz*

*[Signature]* / *T.W. SHIRLEY*

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**LABOR PROPOSAL PEU NO. 66**  
**PEU, LOCAL 1, CSB**  
**Section 12.3 Baby Bonding**  
**Presented on: November 3, 2011**

**Revised: 11/2/11, 12:12 pm**

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

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

Employee: Any person employed by Contra Costa County in an allocated position in the County service.

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

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

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

- a. Temporary Illness or Injury of an Employee. Paid sick leave credits may be used when the employee is off work because of a temporary illness or injury.
- b. Permanent Disability Sick Leave. Permanent disability means the employee suffers from a disabling physical injury or illness and is thereby prevented from engaging in any County occupation for which the employee is qualified by reason of education, training or experience. Sick leave may be used by permanently disabled employees until all accruals of the employee have been exhausted or until the employee is retired by the Retirement Board, subject to the following conditions:
  1. An application for retirement due to disability has been filed with the Retirement Board.
  2. Satisfactory medical evidence of such disability is received by the appointing authority within thirty (30) days of the start of use of sick leave for permanent disability.
  3. The appointing authority may review medical evidence and order further examination as deemed necessary, and may terminate use of sick leave when such further examination demonstrates that the employee is not disabled, or when the appointing authority determines that the medical evidence submitted by the employee is insufficient, or where the above

**LABOR PROPOSAL PEU NO. 66**  
**PEU, LOCAL 1, CSB**  
**Section 12.3 Baby Bonding**  
**Presented on: November 3, 2011**

**Revised: 11/2/11, 12:12 pm**

conditions have not been met.

- c. Communicable Disease. An employee may use paid sick leave credits when under a physician's order to remain secluded due to exposure to a communicable disease.
- d. Sick Leave Utilization for Pregnancy Disability. Employees whose disability is caused or contributed to by pregnancy, miscarriage, abortion, childbirth, or recovery therefrom, shall be allowed to utilize sick leave credit to the maximum accrued by such employee during the period of such disability under the conditions set forth below:
  - 1. Application for such leave must be made by the employee to the appointing authority accompanied by a written statement of disability from the employee's attending physician. The statement must address itself to the employee's general physical condition having considered the nature of the work performed by the employee, and it must indicate the date of the commencement of the disability as well as the date the physician anticipates the disability to terminate.
  - 2. If an employee does not apply for leave and the appointing authority believes that the employee is not able to properly perform her work or that her general health is impaired due to disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth or recovery therefrom the employee shall be required to undergo a physical examination by a physician selected by the County. Should the medical report so recommend, a mandatory leave shall be imposed upon the employee for the duration of the disability.
  - 3. Except as set forth in Section 14.3 h. Baby/Child Bonding, Sick leave may not be utilized after the employee has been released from the hospital unless the employee has provided the County with a written statement from her attending physician stating that her disability continues and the projected dates of the employee's recovery from such disability.
- e. Medical and Dental Appointments. An employee may use paid sick leave credits:
  - 1. For working time used in keeping medical and dental appointments for the employee's own care; and
  - 2. For working time used by an employee for prescheduled medical and dental appointments for an immediate family member.
- f. Emergency Care of Family. An employee may use paid sick leave credits for working time used in cases of illness or injury to an immediate family member.
- g. Death of Family Member. An employee may use paid sick leave credits for working time used because of a death in the employee's immediate family or of the employee's domestic partner, but this shall not exceed three (3) working



**LABOR PROPOSAL PEU NO. 66**  
**PEU, LOCAL 1, CSB**  
**Section 12.3 Baby Bonding**  
**Presented on: November 3, 2011**

**Revised: 11/2/11, 12:12 pm**

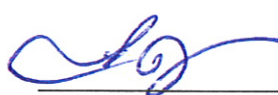

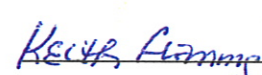

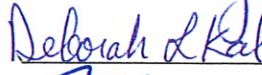

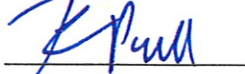
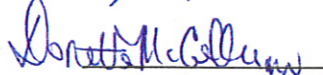
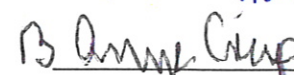
days, plus up to two (2) days of work time for necessary travel. Use of additional accruals including sick leave when appropriate may be authorized in conjunction with the bereavement leave at the discretion of the appointing authority.

- h. Baby/Child Bonding. Upon the birth or adoption of a child, an employee eligible for baby-bonding leave pursuant to the California Family Rights Act may use sick leave credits for such baby-bonding leave. ~~Legal Adoption of a Child. Paid sick leave credits may be used by an employee upon adoption of the child.~~
- i. Accumulated paid sick leave credits may not be used in the following situations:
1. Vacation. Paid sick leave credits may not be used for an employee's illness or injury which occurs while he is on vacation but the County Administrator may authorize it when extenuating circumstances exist and the appointing authority approves.
  2. Not in Pay Status. Paid sick leave credits may not be used when the employee would otherwise be eligible to use paid sick leave credits but is not in pay status.

Date: November 3, 2011

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

**PEU, Local 1, CSB:**  
**(Signature / Printed Name)**

 Ted S. Cwick	 Felix M. Hupert
 Keith Fleming	 Ronald M. Kite
 Deborah A. Kal	 T.W. Shirley
 Kevin Powell	
 Donette McCollum	
 B. Anne Critz	

**LABOR PROPOSAL PEU NO. 66**  
**SEIU, LOCAL 1021 (SERVICE LINE SUPERVISORS)**  
**Section 14.3 – Baby Bonding**  
**Presented on: November 3, 2011**

**Revised: 11/2/11, 12:28 pm**

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

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

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

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

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

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

- A. Temporary Illness or Injury of an Employee. Paid sick leave credits may be used when the employee is off work because of a temporary illness or injury.
- B. Permanent Disability Sick Leave. Permanent disability means the employee suffers from a disabling physical injury or illness and is thereby prevented from engaging in any County occupation for which the employee is qualified by reason of education, training or experience. Sick leave may be used by permanently disabled employees until all accruals of the employee have been exhausted or until the employee is retired by the Retirement Board, subject to the following conditions:
  - 1. An application for retirement due to disability has been filed with the Retirement Board.



**LABOR PROPOSAL PEU NO. 66**  
**SEIU, LOCAL 1021 (SERVICE LINE SUPERVISORS)**  
**Section 14.3 – Baby Bonding**  
**Presented on: November 3, 2011**

**Revised: 11/2/11, 12:28 pm**

2. Satisfactory medical evidence of such disability is received by the appointing authority within thirty (30) days of the start of use of sick leave for permanent disability.
  3. The appointing authority may review medical evidence and order further examination as deemed necessary, and may terminate use of sick leave when such further examination demonstrates that the employee is not disabled, or when the appointing authority determines that the medical evidence submitted by the employee is insufficient, or where the above conditions have not been met.
- C. Communicable Disease. An employee may use paid sick leave credits when under a physician's order to remain secluded due to exposure to a communicable disease.
- D. Sick Leave Utilization for Pregnancy Disability. Employees whose disability is caused or contributed to by pregnancy, miscarriage, abortion, childbirth, or recovery therefrom, shall be allowed to utilize sick leave credit to the maximum accrued by such employee during the period of such disability under the conditions set forth below:
1. Application for such leave must be made by the employee to the appointing authority accompanied by a written statement of disability from the employee's attending physician. The statement must address itself to the employee's general physical condition having considered the nature of the work performed by the employee, and it must indicate the date of the commencement of the disability as well as the date the physician anticipates the disability to terminate.
  2. If an employee does not apply for leave and the appointing authority believes that the employee is not able to properly perform her work or that her general health is impaired due to disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth or recovery therefrom the employee shall be required to undergo a physical examination by a physician selected by the County. Should the medical report so recommend, a mandatory leave shall be imposed upon the employee for the duration of the disability.
  3. Except as set forth in Section 14.3 H Baby/Child Bonding, ~~S~~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.

**LABOR PROPOSAL PEU NO. 66**  
**SEIU, LOCAL 1021 (SERVICE LINE SUPERVISORS)**  
**Section 14.3 – Baby Bonding**  
**Presented on: November 3, 2011**

Revised: 11/2/11, 12:28 pm

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

Date: 11-3-11

Contra Costa County:  
 (Signature / Printed Name)

SEIU 1021 / SLS  
PEU, Local 1:  
 (Signature / Printed Name)



LABOR PROPOSAL PEU NO. 66  
 SEIU, LOCAL 1021 (SERVICE LINE SUPERVISORS)  
 Section 14.3 – Baby Bonding  
 Presented on: November 3, 2011

Revised: 11/2/11, 12:28 pm

<u>Kelip Fleming</u>   <u>Kelip Fleming</u>	<u>Emily Vyl</u>   <u>emily vogel</u>
<u>[Signature]</u>   <u>Teed Cwiele</u>	<u>[Signature]</u>   <u>LOIS D. MCKINNEY</u>
<u>Deborah Z Kal</u>   <u>Doborah Kal</u>	<u>Fred Beal</u>   <u>FRED BEAL</u>
<u>Karl</u>   <u>Karen Powell</u>	<u>Felix M. Huerfano</u>   <u>FELIX M. HURFANO</u>
<u>Dorette McCollum</u>   <u>Dorette McCollum</u>	
<u>B Anne Crisp</u>   <u>B Anne Crisp</u>	

**LABOR PROPOSAL PEU NO. 66 SEIU  
SEIU, LOCAL 1021 (RANK & FILE)  
Section 14.3 – Baby Bonding  
Presented on: November 3, 2011**

**Revised: 11/2/11, 12:19pm**

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

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

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

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

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

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

- A. Temporary Illness or Injury of an Employee. Paid sick leave credits may be used when the employee is off work because of a temporary illness or injury.
- B. Permanent Disability Sick Leave. Permanent disability means the employee suffers from a disabling physical injury or illness and is thereby prevented from engaging in any County occupation for which the employee is qualified by reason of education, training or experience. Sick leave may be used by permanently disabled employees until all accruals of the employee have been exhausted or until the employee is retired by the Retirement Board, subject to the following conditions:
  1. An application for retirement due to disability has been filed with the Retirement Board.
  2. Satisfactory medical evidence of such disability is received by the appointing authority within thirty (30) days of the start of use of sick leave for permanent disability.
  3. The appointing authority may review medical evidence and order further examination as deemed necessary, and may terminate use of sick leave when such further examination demonstrates that the employee is not disabled, or when the appointing authority determines



**LABOR PROPOSAL PEU NO. 66 SEIU  
SEIU, LOCAL 1021 (RANK & FILE)  
Section 14.3 – Baby Bonding  
Presented on: November 3, 2011**

**Revised: 11/2/11, 12:19pm**

that the medical evidence submitted by the employee is insufficient, or where the above conditions have not been met.

- C. Communicable Disease. An employee may use paid sick leave credits when under a physician's order to remain secluded due to exposure to a communicable disease.
- D. Sick Leave Utilization for Pregnancy Disability. Employees whose disability is caused or contributed to by pregnancy, miscarriage, abortion, childbirth, or recovery therefrom, shall be allowed to utilize sick leave credit to the maximum accrued by such employee during the period of such disability under the conditions set forth below:
  - 1. Application for such leave must be made by the employee to the appointing authority accompanied by a written statement of disability from the employee's attending physician. The statement must address itself to the employee's general physical condition having considered the nature of the work performed by the employee, and it must indicate the date of the commencement of the disability as well as the date the physician anticipates the disability to terminate.
  - 2. If an employee does not apply for leave and the appointing authority believes that the employee is not able to properly perform her work or that her general health is impaired due to disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth or recovery therefrom the employee shall be required to undergo a physical examination by a physician selected by the County. Should the medical report so recommend, a mandatory leave shall be imposed upon the employee for the duration of the disability.
  - 3. Except as set forth in Section 14.3 H Baby/Child Bonding, Sick leave may not be utilized after the employee has been released from the hospital unless the employee has provided the County with a written statement from her attending physician stating that her disability continues and the projected dates of the employee's recovery from such disability.
- E. Medical and Dental Appointments. An employee may use paid sick leave credits:
  - 1. For working time used in keeping medical and dental appointments for the employee's own care; and
  - 2. for working time used by an employee for prescheduled medical and dental appointments for an immediate family member.
- F. Emergency Care of Family. An employee may use paid sick leave credits for working time used in cases of illness or injury to an immediate family member.

**LABOR PROPOSAL PEU NO. 66 SEIU**  
**SEIU, LOCAL 1021 (RANK & FILE)**  
**Section 14.3 – Baby Bonding**  
**Presented on: November 3, 2011**

**Revised: 11/2/11, 12:19pm**

- G. Death of Family Member. An employee may use paid sick leave credits for working time used because of a death in the employee's immediate family or of the employee's domestic partner, but this shall not exceed three (3) working days, plus up to two (2) days of work time for necessary travel. Use of additional accruals including sick leave when appropriate, may be authorized in conjunction with the bereavement leave at the discretion of the appointing authority.
- H. Baby/Child Bonding. Upon the birth or adoption of a child, an employee eligible for baby-bonding leave pursuant to the California Family Rights Act may use sick leave credits for such baby-bonding leave. ~~Legal Adoption of a Child. Paid sick leave credits may be used by an employee upon adoption of the child.~~
- I. Accumulated paid sick leave credits may not be used in the following situations:
1. Vacation. Paid sick leave credits may not be used for an employee's illness or injury which occurs while he is on vacation but the County Administrator may authorize it when extenuating circumstances exist and the appointing authority approves.
  2. Not in Pay Status. Paid sick leave credits may not be used when the employee would otherwise be eligible to use paid sick leave credits but is not in pay status.

Date: 11/3/11

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

**SEIU, Local 1021 (Rank & File):**  
 (Signature / Printed Name)

<u>Keith Fleming</u> / Keith Fleming	<u>Fred Beac</u> / FRED BEAC
<u>Ted Wick</u> / Ted Wick	<u>Lois D. McKinney</u> / LOIS D. MCKINNEY
<u>Deborah Kal</u> / Deborah Kal	<u>Allan Cohen</u> / Allan Cohen
<u>Kevin Powell</u> / Kevin Powell	<u>Rome Mubarak</u> / Rome Mubarak
<u>Terette McGillem</u> / Terette McGillem	<u>Michelle Bertrigues</u> / Michelle Bertrigues
<u>B Anne Crisp</u> / B Anne Crisp	<u>Rosemary Pett-Arens</u> / Rosemary Pett-Arens
	<u>Liffany Margenstern</u> / Liffany Margenstern
	<u>Felix M. Hunt</u> / Felix M. Hunt



**LABOR PROPOSAL PEU NO. 66**  
**WESTERN COUNCIL OF ENGINEERS**  
**Section 14.3 Baby Bonding**  
**Presented on: November 3, 2011**

**Revised 11/2/11 12:37 pm**

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

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

Employee: Any person employed by Contra Costa County in an allocated position in the County service.

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

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

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

- a. Temporary Illness or Injury of an Employee. Paid sick leave credits may be used when the employee is off work because of a temporary illness or injury.
- b. Permanent Disability Sick Leave. Permanent disability means the employee suffers from a disabling physical injury or illness and is thereby prevented from engaging in any County occupation for which the employee is qualified by reason of education, training or experience. Sick leave may be used by permanently disabled employees until all accruals of the employee have been exhausted or until the employee is retired by the Retirement Board, subject to the following conditions:
  1. An application for retirement due to disability has been filed with the Retirement Board.
  2. Satisfactory medical evidence of such disability is received by the appointing authority within thirty (30) days of the start of use of sick leave for permanent disability.
  3. The appointing authority may review medical evidence and order further examination as deemed necessary, and may terminate use of sick leave when such further examination demonstrates that the employee is not disabled, or when the appointing authority

**LABOR PROPOSAL PEU NO. 66**  
**WESTERN COUNCIL OF ENGINEERS**  
**Section 14.3 Baby Bonding**  
**Presented on: November 3, 2011**

**Revised 11/2/11 12:37 pm**

determines that the medical evidence submitted by the employee is insufficient, or where the above conditions have not been met.

- c. Communicable Disease. An employee may use paid sick leave credits when under a physician's order to remain secluded due to exposure to a communicable disease.
- d. Sick Leave Utilization for Pregnancy Disability. Employees whose disability is caused or contributed to by pregnancy, miscarriage, abortion, childbirth, or recovery therefrom, shall be allowed to utilize sick leave credit to the maximum accrued by such employee during the period of such disability under the conditions set forth below:
  - 1. Application for such leave must be made by the employee to the appointing authority accompanied by a written statement of disability from the employee's attending physician. The statement must address itself to the employee's general physical condition having considered the nature of the work performed by the employee, and it must indicate the date of the commencement of the disability as well as the date the physician anticipates the disability to terminate.
  - 2. If an employee does not apply for leave and the appointing authority believes that the employee is not able to properly perform her work or that her general health is impaired due to disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth or recovery therefrom the employee shall be required to undergo a physical examination by a physician selected by the County. Should the medical report so recommend, a mandatory leave shall be imposed upon the employee for the duration of the disability.
  - 3. Except as set forth in Section 14.3 h. Baby/Child Bonding, ~~S~~sick leave may not be utilized after the employee has been released from the hospital unless the employee has provided the County with a written statement from her attending physician stating that her disability continues and the projected dates of the employee's recovery from such disability.
- e. Medical & Dental Appointments. An employee may use paid sick leave credits:
  - 1. For working time used in keeping medical and dental appointments for the employee's own care; and
  - 2. For working time used by an employee for pre-scheduled medical and dental appointments for an immediate family member.
- f. Emergency Care of Family. An employee may use paid sick leave credits



**LABOR PROPOSAL PEU NO. 66**  
**WESTERN COUNCIL OF ENGINEERS**  
**Section 14.3 Baby Bonding**  
**Presented on: November 3, 2011**

**Revised 11/2/11 12:37 pm**

for working time used in cases of illness or injury to an immediate family member.

- g. Death of Family Member. An employee may use paid sick leave credits for working time used because of a death in the employee's immediate family or of the employee's domestic partner, but this shall not exceed three (3) working days, plus up to two (2) days of work time for necessary travel. Use of additional accruals including sick leave when appropriate may be authorized in conjunction with the bereavement leave at the discretion of the appointing authority.
- h. Baby/Child Bonding. Upon the birth or adoption of a child, an employee eligible for baby-bonding leave pursuant to the California Family Rights Act may use sick leave credits for such baby-bonding leave. ~~Legal adoption of a Child. Paid sick leave credits may be used by an employee upon adoption of the child.~~
- i. Accumulated paid sick leave credits may not be used in the following situations:
1. Vacation. Paid sick leave credits may not be used for an employee's illness or injury which occurs while he is on vacation but the County Administrator may authorize it when extenuating circumstances exist and the appointing authority approves.
  2. Not in Pay Status. Paid sick leave credits may not be used when the employee would otherwise be eligible to use paid sick leave credits but is not in pay status.

Date: 11/3/11

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

**Western Council of Engineers:**  
 (Signature / Printed Name)

<u>Keith Fleming</u> / <u>Keith Fleming</u>	<u>Nancy Watson</u> / <u>Nancy Watson</u>
<u>Ted Cwick</u> / <u>Ted Cwick</u>	<u>Billie Balangan</u> / <u>Billie Balangan</u>
<u>Deborah Kal</u> / <u>Deborah Kal</u>	<u>Felix M. Juez</u> / <u>Felix M. Juez</u>
<u>K Paul</u> / <u>Kern Powell</u>	/
<u>Dorette McCallum</u> / <u>Dorette McCallum</u>	/
<u>B Anne Crisp</u> / <u>B Anne Crisp</u>	/
/	/

LABOR PROPOSAL NO. L-42  
COALITION UNION(S)  
Removal of Names from Layoff Lists  
Section 11.2 J – AFSCME 2700 / PEU Local 1 /  
SEIU R&F / SEIU SLS  
Presented on: October 27, 2011

**REVISED: 10/26/11, 10:43 am**

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**SECTION 11.2 – SEIU 1021, R&F / SEIU SLS / AFSCME 2700 /  
PEU Local 1**

- J. Removal of Names from Layoff Lists. The Human Resources Director may remove the name of any eligible from a layoff list for any reason listed below:
1. For any cause stipulated in Section 404.1 of the Personnel Management Regulations.
  2. On evidence that the eligible cannot be located by postal authorities.
  3. On receipt of a statement from the appointing authority or eligible that the eligible declines certification or indicates no further desire for appointment in the class.
  4. If three (3) offers of permanent appointment to the class for which the eligible list was established have been declined by the eligible.  
A single offer is defined as an offer of all the permanent positions that are available at that time. A rejection of all of those offered positions constitutes a single declination.



**LABOR PROPOSAL NO. L-42**  
**COALITION UNION(S)**  
**Removal of Names from Layoff Lists**  
**Section 11.2 J – AFSCME 2700 / PEU Local 1 /**  
**SEIU R&F / SEIU SLS**  
**Presented on: October 27, 2011**

**REVISED: 10/26/11, 10:43 am**

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

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

Date: 10/27/11

**Contra Costa County:**

(Signature / Printed Name)

[Signature] / Ted S. Cwick  
[Signature] / Deborah L. Kal  
[Signature] / Keith Herring  
[Signature] / Veronica R. Hodge  
 \_\_\_\_\_ /  
 \_\_\_\_\_ /  
 \_\_\_\_\_ /  
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 \_\_\_\_\_ /

**Coalition Union(s):**

**AFSCME 2700 / SEIU R&F / SEIU SLS /  
 PEU Local 1**

(Signature / Printed Name)

[Signature] / [Signature]  
[Signature] / Roland M. Kee  
[Signature] / T.W. SHIRLEY  
[Signature] / Suzie Griffith  
[Signature] / CARA MOFFETT  
[Signature] / FRED BEAL  
[Signature] / LOIS D. MCKINNEY  
[Signature] / Allan Cohen  
[Signature] / Peggy Henderson

**LABOR PROPOSAL NO. L-42**  
**COALITION UNION(S)**  
**Removal of Names from Layoff Lists**  
**Section 11.2 J – AFSCME 512 / WCE**  
**Section 9.2 J – Local 1 CSB**  
**Presented on: October 27, 2011**

**REVISED: 10/26/11, 10:38 am**

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**SECTION 11.2 – AFSCME 512 / WCE**  
**SECTION 9.2 – Local 1 CSB**

- J. Removal of Names from Reemployment & Layoff Lists. The Director of Human Resources may remove the name of any eligible from a reemployment or layoff list for any reason listed below:
1. For any cause stipulated in Section 404.1 of the Personnel Management Regulations.
  2. On evidence that the eligible cannot be located by postal authorities.
  3. On receipt of a statement from the appointing authority or eligible that the eligible declines certification or indicates no further desire for appointment in the class.
  4. If three (3) offers of permanent appointment to the class for which the eligible list was established have been declined by the eligible. A single offer is defined as an offer of all the permanent positions that are available at that time. A rejection of all of those offered positions constitutes a single declination.
  5. If the eligible fails to respond to the 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.
  6. 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.



**LABOR PROPOSAL NO. L-42**  
**COALITION UNION(S)**  
**Removal of Names from Layoff Lists**  
**Section 11.2 J – AFSCME 512 / WCE**  
**Section 9.2 J – Local 1 CSB**  
**Presented on: October 27, 2011**

**REVISED: 10/26/11, 10:38 am**

7. 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.~~

Date: 10/27/11

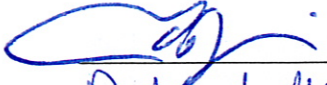
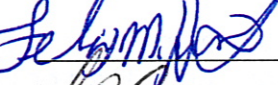
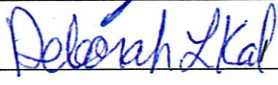
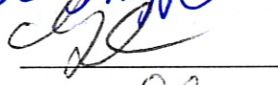
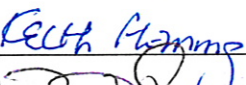
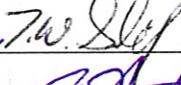
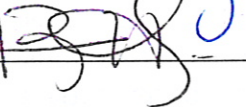
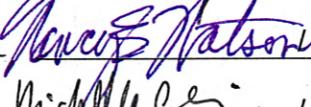
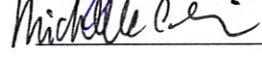
**Contra Costa County:**

(Signature / Printed Name)

**Coalition Union(s):**

**AFSCME 512 / WCE / Local 1 CSB**

(Signature / Printed Name)

   <u>Ted J. Coughlin</u>	   <u>Felix M. Hernandez</u>
   <u>Deborah Kal</u>	   <u>Robert M. Lee</u>
   <u>Keith Fleming</u>	   <u>T.W. SHIRLEY</u>
   <u>Veronica R. Hodge</u>	   <u>Nancy Watson WCE</u>
/	   <u>Michelle C. Cordis WCE</u>
/	/
/	/
/	/
/	/

LABOR PROPOSAL NO. 54  
AFSCME, LOCAL 512  
Section 21.1 – Probation Duration  
Presented on: October 27, 2011

Revised: 10/24/11, 9:58am

**SECTION 21 - PROBATIONARY PERIOD**

**21.1 Duration.** All appointments from officially promulgated employment lists for original entrance and promotion shall be subject to a probationary period. For original entrance appointments, the probationary period shall be from nine (9) months to one (1) year ~~two (2) years~~ duration.

**21.2 Probation Periods Over Six (6)/Nine (9) Months.** Classes represented by the Union which have probation periods in excess of nine (9) months for original entrance appointments and six (6) months for promotional appointments:

Appraiser Aide -	One (1) year
Junior Appraiser -	One (1) year

Date: 10/27/11

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

**AFSCME, Local 512:**  
(Signature / Printed Name)

<u>Felix Hemming</u> / <u>Keith Hemming</u>	<u>Selim M. Huf</u> / <u>Felix M. HURTER</u>
<u>Deborah Kal</u> / <u>Deborah Kal</u>	<u>Richard L. Cabral</u> / <u>Richard L. Cabral</u>
<u>[Signature]</u> / <u>Veronica R. Hedge</u>	<u>[Signature]</u> / <u>Margaret J. Eyebner</u>
<u>[Signature]</u> / <u>Ted J. Gierke</u>	<u>[Signature]</u> / <u>MATT ENCO</u>
/	<u>[Signature]</u> / <u>Gayle Walk Bunn</u>
/	<u>[Signature]</u> / <u>ROBERT TEVROUCH</u>
/	<u>[Signature]</u> / <u>J. Brooke Bahador</u>
/	<u>[Signature]</u> / <u>Filemon Uy</u>
/	<u>[Signature]</u> / <u>Elizabeth A. Crawford</u>
/	<u>[Signature]</u> / <u>EVA ZANDER</u>
/	<u>[Signature]</u> / <u>Patricia Cline</u>
/	<u>[Signature]</u> / <u>Jeff Waters</u>



LABOR PROPOSAL NO. 175  
AFSCME, LOCAL 2700

Section 6.4 – Shift Bidding Policy – Sheriff's Department  
Presented on: November 3, 2011

Revised 11/3/11 6:43 am

6.4 Shift Bidding Policy.

A. Sheriff's Department. The agreement between the Union and the Sheriff's Department concerning shift assignments and holiday coverage in the Services Division shall remain in effect for the duration of this agreement.

Shift bidding shall take place two (2) to four (4) times per year and shall be completed ~~take place~~ two (2) weeks prior to each unit bidding period. Seniority for shift bidding is based on continuous department seniority as a permanent employee within their current classification. Vacancies shall be filled by temporary employees after permanent employees have made their selection. If a temporary employee obtains permanent status, seniority shall be calculated from the first day of permanent department employment.

Date: 11/3/11

Contra Costa County:  
(Signature / Printed Name)

Kevin Powell / Kevin Powell

Keith Fleming / Keith Fleming

Deborah Kal / Deborah Kal

Ted Cwick / Ted Cwick

Doreen McCallum / Doreen McCallum

B Anne Crisp / B Anne Crisp

/

/

/

AFSCME, Local 2700:  
(Signature / Printed Name)

CARA MOFFETT / CARA MOFFETT

SUZIE GRIFFITH / SUZIE GRIFFITH

FELIX M. FUENTE / FELIX M. FUENTE

/

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**COUNTY COUNTER PROPOSAL NO. L-PEU- EU 3**  
**PEU, Local 1**  
**Section 58.5 – BOMA & IRWA**  
**Presented on: October 6, 2011**

**Revised: 10/4/11 1:34pm**



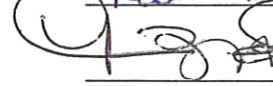


**58.5- Engineering Unit**


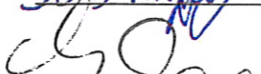
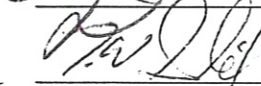
E. Employees in the Real Property Agent or Auditor-Appraiser classification series shall be eligible for reimbursement of membership dues for a bona fide professional organization related to their classification and duties (e.g. International Right of Way Association, Building Owners Management Association, Society of Auditors and Appraisers). Appropriateness of the professional organization and applicability of membership shall be subject to approval by the Department. The amount of the reimbursement shall not exceed two hundred dollars (\$200) ~~one hundred and fifty dollars (\$150.00)~~ annually.

Date: 10/16/11

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

**Public Employees, Local 1:**  
**(Signature / Printed Name)**

	Ted J. Ciolek
	Deborah Kal
	Veronica R. Hodge
	Keith Fleming
	Deborah Kal
/	
/	

	Fe. M. NUNTA
	Roland M. Ketz
	T.W. SHIRLEY
/	
/	
/	



COUNTY COUNTER PROPOSAL NO. Clean-Up  
PEU, LOCAL 1

Section 58.9 E. – Public Defender Investigators  
Presented on: November 15, 2011

Revised: 11/11/11, 1:08 pm

58.9 - Investigative Unit

~~E. The Office of the Public Defender will continue the current policy regarding the use  
of County cars by Public Defender Investigators.~~

Date: November 15, 2011

Contra Costa County:  
(Signature / Printed Name)

PEU, Local 1:  
(Signature / Printed Name)

[Signature] / Ted Kuehn

[Signature] / Edy M. Huerta

Deborah Kal / Deborah Kal

[Signature] / Roland M. Kite

[Signature] / Kevin Powell

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**COUNTY COUNTER PROPOSAL NO. PEU L-78**  
**PEU, LOCAL 1**  
**Section 58.2 S – Public Safety Officers**  
**Presented on: November 17, 2011**

**Revised: 11/15/11, 10:59 pm**

**58.2 - Attendant-LVN-Aide Unit**

- S Public Service Officers. At the Service Integration Program Family Service Centers, the Public Service Officers shall be allowed a one-half (½) hour paid lunch to remain on-site throughout the 8:30 a.m. - 5:00 p.m. service hours.


The Health Services Department will provide an identification card for Public Service Officers recognizing they perform their duties under the guidelines set forth in section 836.5 of the California Penal Code and Section 1250 of the Health and Safety Code.

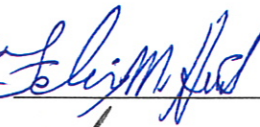
The Health Services Department will provide a bullet proof vest for each Public Service Officer (PSO) to be worn at all times while on duty. The PSO will return the vest to the Health Services Department when the PSO is no longer employed as a PSO.

Date: November 17, 2011


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

**PEU, Local 1:**  
**(Signature / Printed Name)**

 Ted Cwick

 Ed M. Juarez

Deborah Kal Deborah Kal  
 K. Powell K. Powell

 Roland M. Ketr  
 J.W. Shirley J.W. SHIRLEY



# COUNTY COUNTER PROPOSAL NO. PEU L-70

## PEU, LOCAL 1

### Section 58.1 – Agriculture Clean-up

Presented on: November 17, 2011

Revised: 11/15/11, 5:36 pm

#### 58.1 Agriculture - Animal Services Unit

- A. The Safety Committee for the Department of Agriculture will remain in effect and will continue to be constituted as follows: One (1) Agricultural Biologist and one (1) Pest Detection Specialist and appropriate management representatives.
- B. Permanent employees in the classifications of Agricultural Biologist II, ~~Agricultural Biologist III~~, and ~~Weights & Measures Inspector III~~ Agricultural Biologist/Weights & Measures Inspector III who possess a valid license certificate as a Deputy Agricultural Commissioner shall receive a salary differential of three and one-half percent (3 ½%) of base pay. Employees who have both the Deputy Agricultural Commissioner license and a Deputy Sealer of Weights and Measures license will only be eligible for one three and one-half percent (3 ½%) salary differential.
- C. In recognition of the fact that they work full-time for a significant portion of each year, Permanent-Intermittent employees in the class of Pest Detection Specialist-Project (B9W1) shall be paid for eight (8) hours on any recognized County holiday that occurs in a month where they are in a pay status for eight (8) hours on each work day in that month. In those months in which the employees are continuously employed, both at the beginning and the end of the month, but are not in a pay status for eight (8) hours on each work day, they shall be paid a pro rata share of the eight (8) hours holiday pay based on the portion of the work hours in the month that they were in a pay status.

#### Weights & Measures Division - Department of Agriculture

- A. The Safety Committee shall consist of one (1) Weights & Measures Inspector and appropriate management representatives.
- B. As circumstances dictate, ~~these~~ this committee and the Agriculture Safety Committee may meet jointly to discuss safety problems of mutual interest.
- C. Permanent employees in the classification of Weights & Measures Inspector II, Weights & Measures Inspector III and Agricultural Biologist/Weights & Measures Inspector III who possess a valid license certificate as a Deputy Sealer of Weights and Measures, shall receive a salary differential of three and one-half percent (3 ½%) of base pay. Employees who have both the Deputy Agricultural Commissioner license and a Deputy Sealer of Weights and Measures license will only be eligible for one three and one-half percent (3 ½%) salary differential.

**COUNTY COUNTER PROPOSAL NO. PEU L-70  
PEU, LOCAL 1**

**Section 58.1 – Agriculture Clean-up  
Presented on: November 17, 2011**

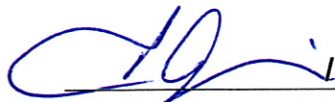
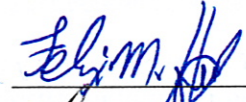
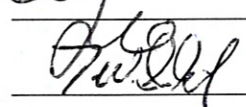
**Revised: 11/15/11, 5:36 pm**

- D. ~~One (1)~~ Two (2) employees, as designated by the Department in the classification of Weights & Measures Inspector II-III or Agricultural Biologist/Weights & Measures Inspector III shall receive a two and one-half percent (2.5%) differential of base pay for operating specialized large capacity inspection equipment. A Class "A" California Driver's license with a Hazardous Materials Endorsement is required for this position.

Date: November 17, 2010

Contra Costa County:  
(Signature / Printed Name)

PEU, Local 1:  
(Signature / Printed Name)

	Ted Cwick		Felix M. HERNANDEZ
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Deborah Kal	Deborah Kal		T.W. SHIRLEY
K. Hull	Karin Powell	/	
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**LABOR PROPOSAL NO. PEU L-146**  
**PEU, LOCAL 1**  
**Section 58.8 – Discovery House - Holiday**  
**Presented on: November 17, 2011**

Revised: 11/16/11, 5:33 pm

**SECTION 58.8 – Health Services Unit**

**E. Substance Abuse Staff.**

1. There shall be a Substance Abuse Counselor Professional Performance Committee consisting of employees in the Substance Abuse Rehabilitation job series. The purpose of the Committee is to meet to consider and discuss patient care and professional practice. It may also formulate advisory recommendations and proposals concerning such matters. The Committee shall not discuss economic matters, such as wages, hours and other economic conditions that may be subject to meet and confer. The Professional Performance Committee may schedule one (1) regular meeting each month during working hours, provided that such meeting shall not conflict with normal work activities and shall be agreeable to the Substance Abuse Program Director. The Department will release from duty no more than three (3) Substance Abuse Counselors for a period not to exceed two (2) hours.

Substance Abuse Counselors released for these meetings shall promptly report meeting and travel time to the Substance Abuse Program Director or designee.

The Committee shall prepare written minutes of all Professional Performance Committee meetings; copies of which shall be distributed to the Committee members and the Substance Abuse Program Director.

2. Each full-time employee in the classification of Substance Abuse Counselor and Lead Substance Abuse Counselor shall be granted twenty (20) hours per year of Continuing Education (CE) leave to complete courses required as a condition for certification renewal. Written requests for such leave must be submitted in advance and may be approved by the appropriate supervisor only in the event such leave does not interfere with staffing. For permanent part-time employees, continuing education leave will be prorated based on their assigned position hours.

Employees may carry over (CE) leave from one year to the next to a maximum of forty (40) hours.

**LABOR PROPOSAL NO. PEU L-146**  
**PEU, LOCAL 1**  
**Section 58.8 – Discovery House - Holiday**  
**Presented on: November 17, 2011**

**Revised: 11/16/11, 5:33 pm**

3. For employees in the classifications of Substance Abuse Counselor (VHVC) and Substance Abuse Counselor Project (VHV3) who work at the Discovery House, any holiday that falls on a Saturday will be observed on a Saturday, and any holiday that falls on a Sunday will be observed on a Sunday.

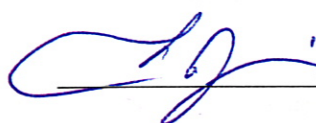
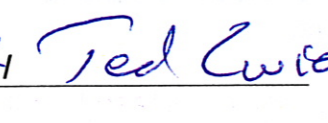
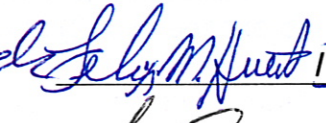
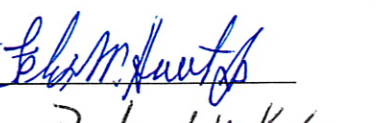
Employees in the classifications of Substance Abuse Counselor (VHVC) and Substance Abuse Counselor Project (VHV3) will accrue two (2) hours of personal holiday credit per month and will not observe Admission's Day, Columbus Day, and Lincoln's Day.

This provision will be effective on November 1, 2012.

Date: November 17, 2011

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

**PEU, Local 1:**  
**(Signature / Printed Name)**

			
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Deborah Kal	Deborah Kal	7.W. SHIRLEY	
Kevin Powell	Kevin Powell		
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