

MEMORANDUM OF UNDERSTANDING

CONTRA COSTA COUNTY AND DEPUTY SHERIFFS' ASSOCIATION

RANK & FILE UNIT

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

The Employee Relations Officer (County Administrator) is the representative of Contra Costa County in employer-employee relations matters as provided in Board of Supervisors Resolution 81/1165, Section 34-8.012.

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

This MOU shall be presented to the Contra Costa County Board of Supervisors as the joint recommendations of the undersigned for salary and benefits for the period commencing July 1, 2008 and ending June 30, 2013. (The status quo, based on the previous MOU, will apply for the period of July 1, 2008 through the adoption of this MOU by the Board of Supervisors).

DEFINITIONS

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

Association: Deputy Sheriffs' Association (DSA).

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

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

County: Contra Costa County.

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

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

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

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

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

Layoff List: A list of persons who have occupied positions allocated to a class in the Merit System and who have been involuntarily separated by layoff or displacement or have voluntarily demoted in lieu of layoff.

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

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

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

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

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

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

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

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

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

Resignation: The voluntary termination of permanent service with the County from a position in the merit system.

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

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

SECTION 1 - RECOGNITION

1.1 Association Recognition. The Association is the formally recognized employee organization for the Deputy Sheriffs' Rank & File Unit and such organization has been certified as such pursuant to Chapter 34-12 of Board of Supervisor's Resolution 81/1165.

1.2 Association Business. All elected members of the Board of the governing body of the DSA and any general member having agendized business before the Board requiring the member's

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personal appearance may be allowed to attend said Board meeting during duty hours without any loss of pay or benefit, provided that at least twenty-four (24) hour advance written request is made.

The first-line supervisor of the member shall be empowered to grant release time, if the granting of same would not require added costs (i.e., overtime or replacement by a temporary employee). Operational impact will also be considered.

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2.1 Dues Deduction. Pursuant to Chapter 34-26 of Resolution 81/1165 only a majority representative may have dues deduction and as such the Association has the exclusive privilege of dues deduction for all members in its unit.

2.2 Agency Shop.

- A. The Association agrees that it has a duty to provide fair and non-discriminatory representation to all employees in all classes in the units for which this section is applicable regardless of whether they are members of the Association.
- B. All employees employed in a representation unit on or after the effective date of this MOU and continuing until the termination of the MOU, shall as a condition of employment either:
 - 1. Become and remain a member of the Association or;
 - 2. pay to the Association, an agency shop fee in an amount which does not exceed an amount which may be lawfully collected under applicable constitutional, statutory, and case law, which under no circumstances shall exceed the monthly dues, initiation fees and general assessments made during the duration of this MOU. It shall be the sole responsibility of the Association to determine an agency shop fee which meets the above criteria; or
 - 3. do both of the following:
 - a. Execute a written declaration that the employee is a member of a bona fide religion, body or sect which has historically held a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and
 - b. pay a sum equal to the agency shop fee described in Section 2.2.B.2 to a non-religious, non-labor, charitable fund chosen by the employee from the following charities: Family and Children's Trust Fund, Child Abuse Prevention Council and Battered Women's Alternative.
- C. The Association shall provide the County with a copy of the Association's Hudson Procedure for the determination and protest of its agency shop fees. The Association

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shall provide a copy of said Hudson Procedure to every fee payer covered by this MOU within one month from the date it is approved and annually thereafter, and as a condition to any change in the agency shop fee. Failure by fee payor to invoke the Association's Hudson Procedure within one month after actual notice of the Hudson Procedure shall be a waiver by the employee of their right to contest the amount of the agency shop fee.

- D. The provisions of Section 2.2.B.2 shall not apply during periods that an employee is separated from the representation unit but shall be reinstated upon the return of the employee to the representation unit. The term separation includes transfer out of the unit, layoff, and leave of absence with a duration of more than thirty (30) days.
- E. Annually, the Association shall file with the Director of Human Resources a financial statement which shall include an accurate balance sheet and annual income statement. Such report shall be available to employees in the unit. Failure to file such a report within sixty (60) days after the end of its calendar year shall result in the termination of all agency shop fee deductions without jeopardy to any employee, until said report is filed.
- F. Compliance.
 - 1. An employee employed in or hired into a job class represented by the Association shall be provided with an "Employee Authorization for Payroll Deduction" form by the Human Resources Department.
 - 2. If the form authorizing payroll deduction is not returned within thirty (30) calendar days after notice of this agency shop fee provision and the association dues, agency shop fee, initiation fee or charitable contribution required under Section 2.2.B.3 are not received, - and the employee has not timely invoked the Association's Hudson Procedure, or if invoked, the employee's Hudson Procedure rights have been exhausted - the Association may, in writing, direct that the County withhold the agency shop fee and the initiation fee from the employee's salary, in which case the employee's monthly salary shall be reduced by an amount equal to the agency shop fee and the County shall pay an equal amount to the Association.
- G. The Association shall indemnify, defend, and save the County harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability that arise out of or by reason of this Association Security Section, or action taken or not taken by the County under this Section. This includes, but is not limited to, the County's Attorneys' fees and costs. The provisions of this subsection shall not be subject to the grievance procedure.
- H. The County Human Resources Department shall monthly furnish a list of all new hires to the Association.

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- I. In the event that employees in a bargaining unit represented by the Association vote to rescind "Agency Shop," the provisions of Sections 2.3 and 2.4 shall apply to dues-paying members of the Association.

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

2.4 Withdrawal of Membership. By notifying the Auditor-Controller's Department in writing, between August 1 and August 31 of the agreed upon contract terms, any employee may withdraw from Association membership and discontinue paying dues as of the payroll period commencing September 1 of the current contract year, discontinuance of dues payments to then be reflected in the October 10th paycheck of the current contract year. Immediately upon the close of the above mentioned thirty (30) day period the Auditor-Controller shall submit to the Association a list of the employees who have rescinded their authorization for dues deduction.

An employee in the bargaining unit who terminates membership in the Association shall, as a condition of continued employment, within 30 days of such termination, comply with either Section 2.2.B.2 or 2.2.B.3, without any lapse of financial contributions.

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

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

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

- a. to post literature on bulletin boards;
- b. to arrange for use of a meeting room;
- c. to leave and/or distribute a supply of literature as indicated above;

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- d. to represent an employee on a grievance, and/or to contact an Association officer on a matter within the scope of representation.

In the application of this provision, it is agreed and understood that in each such instance advance arrangements including disclosure of which of the above purposes is the reason for the visit, will be made with the departmental representative in charge of the work area, and the visit will not interfere with County services.

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

- a. Such space is available and its use by the Association is scheduled twenty-four (24) hours in advance;
- b. there is no additional cost to the County;
- c. it does not interfere with normal County operations;
- d. employees in attendance are not on duty and are not scheduled for duty;
- e. the meetings are on matters within the scope of representation.

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

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

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

The listing of an item on a public agenda, or the mailing of a copy of a proposal at least seventy-two (72) hours before the item will be heard, or the delivery of a copy of the proposal at least twenty-four (24) hours before the item will be heard, shall constitute notice.

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

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

SECTION 3 - NO DISCRIMINATION

- a. Initial Determination. When a new class title is established, the Labor Relations Manager shall review the composition of existing representation units to determine the appropriateness of including some or all of the employees in the new class in one or more existing representation units, and within a reasonable period of time shall notify all recognized employee organizations of his determination.
- b. Final Determination. This determination is final unless within ten (10) days after notification a recognized employee organization requests in writing to meet and confer thereon.
- c. Meet and Confer and Other Steps. The Labor Relations Manager shall meet and confer with such requesting organizations (and with other recognized employee organizations where appropriate) to seek agreement on this matter within sixty (60) days after the ten-day period in Subsection (b), unless otherwise mutually agreed. Thereafter, the procedures in cases of agreement and disagreement, arbitration referral and expenses, and criteria for determination shall conform to those in Subsections (d) through (i) of Section 34-12.008 of Board of Supervisors Resolution 81/1165.

SECTION 3 - NO DISCRIMINATION

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

SECTION 4 - OFFICIAL REPRESENTATIVES

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

- a. If their attendance is required by the County at a specific meeting;
- b. if their attendance is sought by a hearing body for presentation of testimony or other reasons;
- c. if their attendance is required for meeting(s) scheduled at reasonable times agreeable to all parties required for settlement of grievances filed pursuant to Section 24 - Grievance Procedure of this MOU;
- d. if they are designated as a grievance representative in which case they may utilize a reasonable time at each level of the proceedings to assist an employee to present a

grievance, provided the meetings are scheduled at reasonable times agreeable to all parties;

- e. if they are designated as spokesperson or representative of the Association and as such make representations or presentations at meetings or hearings on wages, salaries and working conditions; provided in each case advance arrangements for time away from the employee's work station or assignment are made with the appropriate department head or his designee, and the County agency calling the meeting is responsible for determining that the attendance of the particular employee(s) is required.

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

4.3 DSA President. A position has been placed in the Support Services Bureau for the assignment of the current DSA president or by mutual agreement, a designee. The emphasis in duties shall be placed on the Department's support of the County's Human Rights Commission.

4.4 Union Release Time Bank – Limited Pilot Program.

The parties agree to continue negotiations to develop this limited pilot program for utilization by both the Management Unit and Rank and File Units of the DSA.

SECTION 5 - SALARIES

5.1 General Wages.

Effective on July 1, 2012, the base rate of pay for all classifications represented by the Deputy Sheriffs' Association, Rank and File Unit, will be reduced by two and eighty-one hundredths percent (2.81%).

- A. Beginning January 1, 2008, (Sworn) classifications with five (5) steps in the salary range shall be eligible for an additional salary step in the amount of two and one-half percent (2.5%) upon meeting both of the following two conditions: 1) Have a total of sixty (60) months of Contra Costa County service in a sworn classification in the Office of the Sheriff and 2) have eighteen (18) months at the top step of a salary range in a classification listed in Attachment B – Deputy Sheriff's Association Rank and File Unit Classes-Sworn Unit.

5.2 Entrance Salary. New employees shall generally be appointed at the minimum step of the salary range established for the particular class of position to which the appointment is made. However, the appointing authority may fill a particular position at a step above the minimum of the range.

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

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

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

Except as herein provided, increments within range shall not be granted more frequently than once a year, nor shall more than one (1) step within-range increment be granted at one time, except as otherwise provided in deep-class resolutions. In case an appointing authority recommends denial of

the within range increment on some particular anniversary date, but recommends a special salary review at some date before the next anniversary the special salary review shall not affect the regular salary review on the next anniversary date. Nothing herein shall be construed to make the granting of increments mandatory on the County. If the department verifies in writing that an administrative or clerical error was made in failing to submit the documents needed to advance an employee to the next salary step on the first of the month when eligible, said advancement shall be made retroactive to the first of the month when eligible.

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

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

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

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

5.8 Salary Reallocation & Salary on Reallocation.

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

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- B. In the event that a classification is reallocated from a salary range with more steps to a salary range with fewer steps on the salary schedule, apart from the general salary increase or decrease described in 5.8.A above, each incumbent of a position in the reallocated class shall be placed upon the step of the new range which equals the rate of pay received before the reallocation. In the event that the steps in the new range do not contain the same rates as the old range, each incumbent shall be placed at the step of the new range which is next above the salary rate received in the old range, or if the new range does not contain a higher step, at the step which is next lower than the salary received in the old range.
- C. In the event an employee is in a position which is reallocated to a different class which is allocated to a salary range the same as, above or below the salary range of the employee's previous class, the incumbent shall be placed at the step in the new class which equals the rate of pay received before reallocation. In the event that the steps in the range for the new class do not contain the same rates as the range for the old class, the incumbent shall be placed at the step of the new range which is next above the salary rate received in the old range; or if the new range does not contain a higher step, the incumbent shall be placed at the step which is next lower than the salary received in the old range.
- D. In the event of reallocation to a deep class, the provisions of the deep class resolution and incumbent salary allocations, if any, shall supersede Section 5.8.

5.9 Salary on Promotion. Any employee who is appointed to a position of a class allocated to a higher salary range than the class previously occupied, except as provided under Section 5.12 shall receive the salary in the new salary range which is next higher than the rate received before promotion. In the event this increase is less than five percent (5%), the employee's salary shall be adjusted to the step in the new range which is at least five percent (5%) greater than the next higher step; provided however that the next step shall not exceed the maximum salary for the higher class.

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

5.10 Salary on Involuntary Demotion. Any employee who is demoted, except as provided under Section 5.12, shall have his/her salary reduced to the monthly salary step in the range for the class of position to which he has been demoted next lower than the salary received before demotion. In the event this decrease is less than five percent (5%), the employee's salary shall be adjusted to the step in the new range which is five percent (5%) less than the next lower step; provided, however, that the next step shall not be less than the minimum salary for the lower class.

Whenever the demotion is the result of layoff, cancellation of positions or displacement by another employee with greater seniority rights, the salary of the demoted employee shall be that step on the

salary range which he/she would have achieved had he/she been continuously in the position to which he/she has been demoted, all within-range increments having been granted.

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

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

5.13 Pay for Work in Higher Classification. When an employee in a permanent position in the merit system is required to work in a classification for which the compensation is greater than that to which the employee is regularly assigned, the employee shall receive compensation for such work at the rate of pay established for the higher classification pursuant to Section 5.9 - Salary on Promotion of this MOU, commencing on the eleventh (11th) work day of the assignment, under the following conditions:

- a. The employee is assigned to a program, service, or activity established by the Board of Supervisors which is reflected in an authorized position which has been classified and assigned to the Salary Schedule.
- b. The nature of the departmental assignment is such that the employee in the lower classification becomes fully responsible for the duties of the position of the higher classification.
- c. Employee selected for the assignment will normally be expected to meet the minimum qualifications for the higher classification.
- d. Pay for work in a higher classification shall not be utilized as a substitute for regular promotional procedures provided in this MOU.
- e. The appropriate authorization form has been submitted by the Department Head and approved by the County Administrator.
- f. Higher pay assignments shall not exceed six (6) months except through reauthorization.
- g. If approval is granted for pay for work in a higher classification and the assignment is terminated and later reapproved for the same employee within thirty (30) days no additional waiting period will be required.

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- h. Any incentives (e.g., the education incentive) and special differentials (e.g., bilingual differential and canine differential) accruing to the employee in his/her permanent position shall continue unless the employee is no longer performing the duties which warrant the differentials.
- i. During the period of work for higher pay in a higher classification, an employee will retain his/her permanent classification, and anniversary and salary review dates will be determined by time in that classification.
- j. Allowable overtime pay, shift differentials and/or work location differentials will be paid on the basis of the rate of pay for the higher class.

5.14 **Payment.** On the tenth (10th) day of each month, the Auditor will draw a warrant upon the Treasurer in favor of each employee for the amount of salary due the employee for the preceding month; provided, however, that each employee (except those paid on an hourly rate) may choose to receive an advance on the employee's monthly salary, in which case the Auditor shall, on the twenty-fifth (25th) day of each month, draw his/her warrant upon the Treasurer in favor of such employee.

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

The election to receive an advance shall be made on or before April 30 or October 31 of each year or during the first month of employment by filing on forms prepared by the Auditor-Controller a notice of election to receive salary advance.

Each election shall become effective on the first day of the month following the deadline for filing the notice and shall remain effective until revoked.

In the case of an election made pursuant to this Section 5.14 all required or requested deductions from salary shall be taken from the second installment, which is payable on the tenth (10th) day of the following month.

Direct Deposit Provisions. No later than July 1, 2002, all employees shall voluntarily authorize and make arrangements for the direct deposit of their paychecks via electronic fund transfer into the financial institution of their choice using forms approved by the Auditor-Controller and subject to Labor Code section 213. Employees will have their payroll advice statements mailed to their address on file with the County.

As a condition of continued employment, all employees hired into classifications represented by the DSA on or after July 1, 2002, shall voluntarily authorize and make arrangements for the direct deposit of their paychecks via electronic fund transfer into the financial institution of their choice using forms approved by the Auditor-Controller, subject to Labor Code section 213.

Pursuant to Labor Code section 213, an individual employee having provided consent for direct deposit as outlined above, may choose to opt out of direct deposit at a later date. Individual employees that opt-out of direct deposit will have their pay warrant mailed to their address on file with

the County under regular County payroll procedures.

Direct Mailing of Pay Warrant and Pay Warrant Advice. The County shall distribute pay warrants and/or pay warrant advices via United States mail. Pay warrant and pay warrant advices shall be mailed directly to each employee's address on file with the County subject to the following:

1. If an employee has not received his/her pay warrant or pay warrant advice five (5) calendar days following the mailing of said warrant or advice, and upon request of the employee, the County shall issue a replacement pay warrant or pay warrant advice within twenty-four (24) hours of receiving the employee's request for a replacement.
2. Payroll errors shall be corrected as follows:
 - A. Errors of two hundred dollars (\$200) gross or more will be corrected within five (5) working days.
 - B. Errors amounting to less than two hundred dollars (\$200) gross, shall be adjusted the next pay period.
 - C. The hardship requirement will no longer apply to payroll corrections.
 - D. Request for payroll corrections shall be forwarded by the Department, not by the employee, to the Auditor's Payroll Division.
 - E. Payroll adjustments would be by a paper check as opposed to an electronic transfer.
 - F. Items A through E above notwithstanding, the provisions of Section 31 – Pay Warrant Errors of the current DSA MOU remain in force and effect.
3. There shall be no fee to employees for the processing of pay warrants and/or pay warrant advices, or for the correction of payroll errors.

SECTION 6 - EFFECTIVE July 1, 2008 – June 30, 2012

SECTION 6 - DAYS AND HOURS OF WORK

6.1 Normal Work Week. The normal work week of County employees is forty (40) hours between 12:01 a.m. Monday to 12:00 midnight Sunday, usually five (5) eight-hour days; however, where operational requirements of a department require deviations from the usual pattern of five (5) eight-hour days per work week, an employee's work hours may be scheduled to meet these requirements, but his/her working time shall not exceed an average of forty (40) hours per seven (7) day period throughout an operational cycle, and the department head shall prepare written schedules in advance to support all deviations, the schedules to encompass the complete operational cycle contemplated.

The work week for employees in the 4-10 shift is four (4) ten (10) hour working days during a work week consisting of any seven (7) day period.

If the County wants to eliminate any existing 4-10 shift and substitute a 5-8 shift or to institute a 4-10 shift which does not allow for three (3) consecutive days off (excluding overtime days or a change of shift assignment), it will meet and confer with the Association prior to implementing said new shift.

The work schedule for certain employees at the Rehabilitation Center in Clayton consist of three (3) twelve (12) hour shifts the first week and three (3) twelve (12) hour shifts and one (1) eight (8) hour shift the second week.

The work schedule for employees in the Coroner's Bureau filling "living-in positions" shall consist of three (3) twenty-four (24) hour shifts during a nine (9) day calendar period, the work shift order of which generally is as follows: on duty; off duty; on duty; off duty; on duty; followed by four (4) consecutive days off.

6.2 Time Changes: Pacific Standard Time/Daylight Savings Time. When the clocks are set forward one (1) hour for the change to Daylight Savings Time, employees working at the time of the time-change will work the same number of hours as is normally required on that shift. This may result in a one (1) hour overlap between the Morning Shift and Day Shift.

When the clocks are set backward one (1) hour for the change to Pacific Standard Time, employees working at the time of the time-change will work the additional hour when necessary. Where appropriate, overtime will be paid for said hour.

SECTION 6 - EFFECTIVE July 1, 2012

SECTION 6 - DAYS AND HOURS OF WORK

6.1 Definitions

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

B. Alternate Work Schedule: An alternate work schedule is any work schedule where an employee is regularly scheduled to work five (5) days per week, but the employee's regularly scheduled two (2) days off are NOT Saturday and Sunday.

C. Flexible Work Schedule: A flexible work schedule is any schedule that is not a regular, alternate, 4/10, 9/80, or Coroner's Bureau "Living in Positions" work schedule and where the employee is not scheduled to work more than 40 hours in the work week or 171 hours in the work period as defined in Subsection H. and I., below.

D. 4/10 Work Schedule: A 4/10 work schedule is four (4) ten hour days in a seven (7) day period, for a total of forty (40) hours per week.

SECTION 7 - OVERTIME AND COMPENSATORY TIME

E. 9/80 Work Schedule: A 9/80 work schedule is where an employee works a recurring schedule of thirty-six (36) hours in one calendar week and forty-four (44) hours in the next calendar week, but only forty (40) hours in the designated workweek. In the thirty-six (36) hour calendar week, the employee works four (4) nine (9) hour days and has the same day of the week off that is worked for eight (8) hours in the forty-four (44) hour calendar week. In the forty-four (44) hour calendar week, the employee works four (4) nine (9) hour days and one (1) eight (8) hour day.

F. Coroner's Division "Living-In Positions" Work Schedule: The work schedule for employees in the Coroner's Division filling "living-in positions" consists of three (3) twenty-four (24) hour shifts during a nine (9) calendar day period. The general order of the work shifts is as follows: 24-hour on duty; 24-hour off duty; 24-hour on duty; 24-hour off duty; 24-hour on duty; followed by four (4) consecutive days off.

G. Workweek for Employees on Regular, Flexible, Alternate, and 4/10 Work Schedules: For employees on regular, alternate, flexible, and 4/10 work schedules, the workweek begins at 12:01 a.m. on Monday and ends at 12 midnight on Sunday.

H. Workweek for Employees on a 9/80 Work Schedule: The 9/80 workweek begins on the same day of the week as the employee's eight (8) hour work day and regularly scheduled 9/80 day off. The start time of the workweek is four (4) hours and one (1) minute after the start time of the eight (8) hour workday. The end time of the workweek is four (4) hours after the eight (8) hour workday start time. The result is a workweek that is a fixed and regularly recurring period of seven (7) consecutive twenty-four (24) hour periods (168 hours).

I. Work Period for Sworn Employees: For employees in classifications listed under "sworn unit," the work period is between seven and 28 consecutive days long.

6.2 Time Changes: Pacific Standard Time/Daylight Savings Time. When the clocks are set forward one (1) hour for the change to Daylight Savings Time, employees working at the time of the time-change will work the same number of hours as is normally required on that shift. This may result in a one (1) hour overlap between the Morning Shift and Day Shift.

When the clocks are set backward one (1) hour for the change to Pacific Standard Time, employees working at the time of the time-change will work the additional hour when necessary. Where appropriate, overtime will be paid for said hour.

SECTION 7 - OVERTIME AND COMPENSATORY TIME

7.1 Overtime. Overtime is any authorized work performed in excess of forty (40) hours per week or eight (8) hours per day. Overtime for 4-10 shift employees is any work performed beyond ten (10) hours per day or forty (40) hours per week. All over time shall be compensated for at the rate of one and one-half (1-1/2) times the employee's base rate of pay. Any special differentials which are applicable during overtime hours worked shall be computed on the employee's base rate of pay (not on the overtime rate of pay). Overtime for 12 hour shift employees is any work performed beyond their scheduled hours in a work day or work week.

Overtime for permanent employees is earned and credited in a minimum of one-tenth hour (6 minute) increments and is compensated by either pay or compensatory time off.

SECTION 7 - OVERTIME AND COMPENSATORY TIME

7.2 Compensatory Time. Effective July 1, 1996 compensatory time off is eliminated as an option for overtime. The following applies to compensatory time accrued as of June 30, 1996:

- a. Accrued compensatory time off shall be carried over for use in subsequent fiscal years.
- b. When an employee promotes, demotes or transfers from one classification eligible for compensatory time off to another classification eligible for compensatory time off within the same department, the employee's accrued compensatory time off balance will be carried forward with the employee.
- c. Compensatory time accrual balances will be paid off when an employee moves from one department to another through promotion, demotion or transfer. Said payoff will be made in accordance with the provisions and salary of the class from which the employee is promoting, demoting or transferring as set forth in d. below.
- d. Since employees accrue compensatory time off at the rate of one and one-half (1-1/2) hours for each hour of authorized overtime worked, accrued compensatory time balances will be paid off at the straight time rate of two-thirds the overtime rate for the employee's current salary whenever:
 1. the employee separates from County service;
 2. the employee retires.

7.3 Court Appearance Overtime.

- A. Employees shall be compensated for off-duty court appearances on work days as follows:
 1. An employee shall be compensated with a three (3) hour overtime minimum or actual time in court, whichever is greater, for any court appearance that starts more than one-half hour before an employee's shift or more than one-half hour after the conclusion of an employee's shift.
 2. For court appearances which begin during an employee's shift or within a half-hour of the start or conclusion of an employee's shift, the employee shall be compensated for actual time worked.
 3. An employee shall be entitled to only one (1) three (3) hour minimum each day.
- B. Compensation for court appearances on scheduled days off shall be as follows:
 1. An employee shall be compensated with a four (4) hour minimum or actual time in court, whichever is greater.

SECTION 8 - CALL BACK TIME

2. An employee shall be entitled to not more than two (2) four (4) hour minimums per day.
3. An employee shall be entitled to only one (1) four (4) hour minimum per court session, e.g., one in the morning, one in the afternoon, or one in the evening (after 6:00 p.m.).

7.4 Deputy Sheriff-Coroner Overtime. If a Deputy Sheriff assigned to the Coroner's Division works overtime anywhere in the Office of the Sheriff, including the Coroner's Division, said Deputy Sheriff shall be paid overtime, calculated on the standard hourly rate applicable to all other deputies.

SECTION 8 - CALL BACK TIME

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

SECTION 9 - ON-CALL DUTY

On-call duty is any time other than time when the employee is actually on duty during which an employee is not required to be on County premises but stand ready to immediately report for duty and must arrange so that his/her superior can reach him/her on ten (10) minutes notice or less. Employees who are assigned in writing to on-call status and are carrying pagers will be compensated at the rate of \$272.50 per week or 8 hours compensatory time off for each full week (7 days) of on-call assignment, the method of compensation will be determined by mutual agreement between the department and the individual employee.

SECTION 10 - WORK SCHEDULING

10.1 Shift Assignment Scheduling. The following definitions shall be used for shift assignment scheduling only:

- a. Assignment. The appointment or direction to work a particular shift, as defined herein.
- b. Bidding System. The manner in which assignments to shifts are determined pursuant to provisions of this MOU.
- c. Shifts. A regularly assigned tour of duty with an established starting and ending time for each work day.
- d. Seniority. An employee's seniority within a class shall be determined by the length of continuous employment in that class.

10.2 Patrol, Detention, Technical Services, and Court Security Division Scheduling. The policy and procedures for establishing a work schedule for Deputies and Sergeants assigned to

SECTION 10 - WORK SCHEDULING

the Detention Division and Patrol Division (including Contract Cities), and Dispatchers and Supervising Dispatchers assigned to the Technical Services Division, and Sheriff's Aides assigned to the Detention Division, will be as follows:

- a. Length of Shifts. The bidding for shifts shall take place on a tri-annual basis. The shift periods will be:

January–AprilMay–AugustSeptember–December
- b. Selection of Shifts. Personnel shall bid for their shifts and days off based on their seniority. In the Patrol Division, personnel shall also bid for a particular sub-station based on their seniority.
- c. Transfers.
 - 1. Personnel transferred into Patrol or Detention Division following the establishment of the sign-up will be assigned to a vacant slot.
 - 2. A reassignment of patrol personnel from one substation to another does not constitute a transfer.
 - 3. All sergeants and deputies receiving notification of an interdivisional transfer will be allowed to sign up for the next full schedule in their division. If the notification of transfer is made after a sign-up has started but not completed or implemented, the transferee will be assigned to a vacant slot.
- d. Exceptions. The Sheriff reserves the right to make exceptions and assign shifts as necessary in the following circumstances:
 - 1. Emergency situations that may arise.
 - 2. To correct an obvious imbalance in the experience level of personnel assigned to any given shift.
 - 3. To assign personnel to certain shifts. These are personnel assigned to certain specialized duties including, but not necessarily limited to those assigned as:
 - a) Canine handlers
 - b) Marine patrol personnel
 - c) Relief Shift personnel
 - d) Special Weapons & Tactics team members
 - e) Supply and Services Deputy

- f) Bus Drivers
- g) Dispatch Training supervisor
- h) Data Base Maintenance Dispatcher

The present practice of choosing persons for specialized positions shall continue in part as memorialized by the memorandum labeled "Specialized Assignments", executed by the Sheriff on June 17, 1985 shown herein as Exhibit A.

- 4. To provide for retraining of any personnel whose job performance is substandard or unsatisfactory.
- 5. To compensate for vacancies, absences due to injury, illness, leave of absence or emergency leave.
- 6. In any circumstances where the duties and responsibilities of the office cannot be carried out without adjusting work schedules.

e. Detention Division Transfer Policy.

- 1. **Initial Assignment and Detention Division Transfer Policy** - Newly hired Deputy Sheriffs are assigned to the Custody Services Bureau for a minimum of eighteen (18) months. A newly hired "lateral" Deputy Sheriff who has a minimum of one (1) year permanent, full time county or municipal public safety patrol experience within the preceding three (3) year period, may at the Sheriff's sole discretion, be initially assigned to the Patrol Division for a minimum eighteen (18) month assignment or the Court Security Division for an initial period of thirty-six (36) months.
- 2. To balance staffing needs, Deputy Sheriffs may be transferred to the Detention Division in order of reverse "Detention Seniority"; persons with the least amount of Detention Division seniority being at the top of the transfer list.
- 3. A Deputy Sheriff who has completed his/her initial assignment in Detention and is subsequently transferred to Detention will be assigned a maximum of eighteen (18) months, unless the Deputy requests an extension and that extension is approved by the Detention Division Commander.
- 4. A Deputy Sheriff with 20 years seniority as a Deputy Sheriff with Contra Costa County is exempt from mandatory transfer to the Patrol Division or the Detention Division, except as provided in 5. below.
- 5. A Deputy assigned to a contract city is exempt from mandatory transfer to the Detention Division during the first four (4) years of assignment to the city. If during the first four (4) years of city assignment the deputy would have been scheduled to transfer to the Detention Division, that transfer is deferred until

SECTION 10 - WORK SCHEDULING

completion of the four (4) year assignment. A deputy who reaches his/her 20th year of department seniority during this "deferred transfer" status does not become exempt from rotation to Detention, and will be required to serve up to an 18-month assignment in Detention.

- f. Court Security Division Transfer Policy. A Deputy assigned to the Court Security Division is exempt from mandatory transfer to the Detention Division during the first three (3) years of assignment to the Court. If during the first three (3) years of Court assignment the deputy would have been scheduled to transfer to the Detention Division, that transfer is deferred until completion of the three (3) year assignment. A Deputy who reaches his/her twentieth (20th) year of department seniority during this "deferred transfer" status does not become exempt from rotation to Detention and will be required to serve up to an eighteen (18) month assignment in Detention.

In the event that the Department fails to receive voluntary applicants for transfer/assignment to the Court Security Division, the Department may, in its discretion, assign deputies to the Court Security Division as follows:

- (a) Newly hired deputies may be assigned directly to the Court Security Division as their initial assignment with the Department;
or
- (b) The Department may select deputies in accordance with the following procedures:
 - (i) The deputies with the least amount of seniority with the Department shall be assigned to the Court Security Division.
 - (ii) Employees to be excluded from consideration by the selection committee include: deputies obligated to contract positions, deputies in critical positions as determined by the Sheriff or his designee, and deputies who have declared in writing that it is their intent to retire within the next calendar year provided that the deputy has not previously declared the intent to retire.
 - (iii) It is understood that a deputy who has been involuntarily transferred to the Court Security Division and has worked within that Division for a full year can request to transfer out of the Court Security Division.

10.3 Transportation Bureau. With regard to assignments to the Transportation Bureau, the Department may require an eighteen (18) month minimum assignment. The Department will use the Selection Committee procedures, on a Department-wide basis, for filling the positions. The current practices involving the requirement that new personnel acquire and maintain a Class B license, and County provision of time and costs for such acquisition and maintenance (e.g., release time and medical tests) shall continue.

10.4 Investigation Division Home Garaging. All sworn employees in this bargaining unit assigned to field responsibilities in the Investigation Division will be allowed to home garage their assigned automobiles. It is understood that the Department will establish reasonable written policy and procedures consistent with County policy and operational needs.

SECTION 11 - SENIORITY, WORKFORCE REDUCTION, LAYOFF & REASSIGNMENT

10.5 **Investigations Division Scheduling.** All sworn personnel assigned to Investigations shall work a standard, five-day forty (40) hour work week.

10.6 **Classification Scheduling.** All sworn personnel assigned to Classification shall work a five-day forty (40) hour work week.

10.7 **Internal Affairs Scheduling.** Sworn personnel assigned to Internal Affairs shall work a standard five-day forty (40) hour work week.

10.8 **Selection of Shifts.** Personnel may bid within their assigned team for starting times by seniority.

10.9 **Length of Shift.** Shifts shall be bid upon, within each team, quarterly.

10.10 **Transfers.** Except in unusual conditions, transfers will take effect on the first Monday of a calendar quarter to coincide with shift changes in the Patrol Division. Newly assigned personnel shall fill an open position and will be subject to that position's starting time until the next quarterly shift sign-up.

10.11 **Court Security/Detention Time.** Deputy Sheriffs assigned to the Court Services Division will receive Detention credit.

10.12 **Flexible Work Schedule Policy.** The parties agree to reopen the work schedule provisions of the Memorandum of Understanding for the purpose of ensuring consistent practices among the departments, and compliance with appropriate regulatory requirements. It is not the intent of the parties that such negotiations take away from or add to the current work schedules provisions, except to ensure that such provisions are consistently applied in the memoranda of understanding. Any changes, except those necessitated by legal requirements, shall be subject to agreement by both parties.

SECTION 11 - SENIORITY, WORKFORCE REDUCTION, LAYOFF & REASSIGNMENT

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

- a. Identify the classification(s) in which position reductions may be required due to funding reductions or shortfalls.
- b. Advise employees in those classifications that position reductions may occur in their classifications.
- c. Accept voluntary leaves of absence from employees in those classifications which do not appear to be potentially impacted by possible position reductions when such leaves can be accommodated by the department.

SECTION 11 - SENIORITY, WORKFORCE REDUCTION, LAYOFF & REASSIGNMENT

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

11.2 Separation Through Layoff.

- A. Grounds for Layoff. Any employee(s) having permanent status in position(s) in the merit service may be laid off when the position is no longer necessary, or for reasons of economy, lack of work, lack of funds or for such other reason(s) as the Board of Supervisors deems sufficient for abolishing the position(s).
- B. Order of Layoff. The order of layoff in a department shall be based on inverse seniority in the class of positions, the employee in that department with least seniority being laid off first and so on.
- C. Layoff By Displacement.
 - 1. In the Same Class. A laid off permanent full time employee may displace an employee in the department having less seniority in the same class who occupies a permanent-intermittent or permanent part-time position, the least senior employee being displaced first.

SECTION 11 - SENIORITY, WORKFORCE REDUCTION, LAYOFF & REASSIGNMENT

2. In the Same Level or Lower Class. A laid off or displaced employee who had achieved permanent status in a class at the same or lower salary level as determined by the salary schedule in effect at the time of layoff may displace within the department and in the class of an employee having less seniority; the least senior employee being displaced first, and so on with senior displaced employees displacing junior employees.

D. Particular Rules on Displacing.

1. Permanent-intermittent and permanent part-time employees may displace only employees holding permanent positions of the same type respectively.
2. A permanent full time employee may displace any intermittent or part-time employee with less seniority 1) in the same class, or 2) in a class of the same or lower salary level if no full time employee in a class at the same or lower salary level has less seniority than the displacing employees.
3. Former permanent full time employees who have voluntarily become permanent part-time employees for the purpose of reducing the impact of a proposed layoff with the written approval of the Director of Human Resources or designee retain their permanent full time employee seniority rights for layoff purposes only and may in a later layoff displace a full time employee with less seniority as provided in these rules.

- E. Seniority. An employee's seniority within a class for layoff and displacement purposes shall be determined by adding the employee's length of service in the particular class in question to the employee's length of service in other classes at the same or higher salary levels as determined by the salary schedule in effect at the time of layoff. Employees reallocated or transferred without examination from one class to another class having a salary within five percent (5%) of the former class shall carry the seniority accrued in the former class into the new class.

Employees reallocated to a new deep class upon its initiation or otherwise reallocated to a deep class because the duties of the position occupied are appropriately described in the deep class shall carry into the deep class the seniority accrued or carried forward in the former class and seniority accrued in other classes which have been included in the deep class.

Service for layoff and displacement purposes includes only the employee's last continuous permanent County employment. Periods of separation may not be bridged to extend such service unless the separation is a result of layoff in which case bridging will be authorized if the employee is reemployed in a permanent position within the period of layoff eligibility.

Approved leaves of absence as provided for in these rules and regulations shall not constitute a period of separation. In the event of ties in seniority rights in the particular class in question, such ties shall be broken by length of last continuous permanent

SECTION 11 - SENIORITY, WORKFORCE REDUCTION, LAYOFF & REASSIGNMENT

County employment. If there remain ties in seniority rights, such ties shall be broken by counting total time in the department in permanent employment. Any remaining ties shall be broken by random selection among the employees involved.

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

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3. On receipt of a statement from the appointing authority or eligible that the eligible declines certification or indicates no further desire for appointment in the class.
4. If three (3) offers of permanent appointment to the class for which the eligible list was established have been declined by the eligible.
5. If the eligible fails to respond to the Director of Human Resources or the appointing authority within ten (10) days to written notice of certification mailed to the person's last known address.
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.
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.

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

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

11.4 Special Employment Lists. The County will establish a TET Employment Pool which will include the names of all laid off County employees. Special employment lists for job classes may be established from the pool. Persons placed on a special employment list must meet the minimum qualifications for the class. An appointment from such a list will not affect the individual's status on a layoff list(s).

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

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

SECTION 11 - SENIORITY, WORKFORCE REDUCTION, LAYOFF & REASSIGNMENT

SECTION 12 - EFFECTIVE July 1, 2008 – June 30, 2012

SECTION 12 - HOLIDAYS

12.1 Holidays Observed. The County will observe the following holidays:

January 1st, known as New Year's Day
Third Monday in January, known as Dr. M. L. King, Jr. Day
February 12th, known as Lincoln's Birthday
Third Monday in February, known as President's Day
The last Monday in May, known as Memorial Day
July 4th, known as Independence Day
First Monday in September, known as Labor Day
September 9th, known as Admission Day
Second Monday in October, known as Columbus Day
November 11th, known as Veterans Day
Fourth Thursday in November, known as Thanksgiving Day
The Friday after Thanksgiving Day
December 25th, known as Christmas Day

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

12.2 Application of Holiday Credit. The following provisions indicate how holiday credit is to be applied:

- a. Employees on the five-day forty (40) hour Monday through Friday work schedule shall be entitled to a holiday whenever a holiday is observed pursuant to the schedule cited above.
- b. Employees on a work schedule other than Monday through Friday shall be entitled to a credit for any holiday, whether worked or not, observed by employees on the regular schedule; conversely, such employees will not receive credit for any holiday not observed by employees on the regular schedule even though they work the holiday.
- c. Permanent full time employees will be paid one and one-half (1-1/2) times their basic salary rate for holidays actually worked.

The purpose of this plan is to equalize holidays between employees on a regular work schedule and those on other work schedules.

If a holiday falls on the days off of an employee on a schedule other than Monday through Friday, the employee shall be given credit for overtime or granted time off on the employee's next scheduled work day. Employees who are not permitted to take holidays because of the nature of their work are entitled to overtime pay as specified by this MOU.

SECTION 11 - SENIORITY, WORKFORCE REDUCTION, LAYOFF & REASSIGNMENT

If any holiday listed in Section 12.1. above falls on a Saturday, it shall be celebrated on the preceding Friday. If any holiday listed in Section 12.1. falls on a Sunday, it shall be celebrated on the following Monday.

- d. Personnel represented by the DSA who are in the following assignments on Columbus Day, Admission Day or Lincoln's Birthday, will not celebrate a holiday on those days, but will accrue personal holiday credits:

Investigation Division (except Orinda contract officers)
Criminalistics Division
Administration Division
Coroner's Division (Sergeant only)
Detention Division (Bureau of Administrative Services only)
Technical Services Division (Civil Unit)

Employees will accrue eight (8) hours of personal holiday credit for each of the three days (Columbus Day, Admission Day and Lincoln's Birthday) on which they are in the above assignments. The credit will be accrued on the last day of the month in which these days occur. No employee may accrue more than forty (40) hours of personal holiday credit beginning January 1, 1988; this accrual is in addition to that provided in Section 12.5. On separation from County service, an employee shall be paid for any unused personal holiday credits at the employee's then current rate of pay.

- e. All Court Security Division personnel will celebrate a holiday on Columbus Day and Admission Day. Lincoln's Birthday will be a mandatory training day for which employees will receive eight (8) hours of personal holiday credit.

12.3 Permanent Part-Time Employees. Permanent part-time employees shall receive holiday credit in the same ratio to the holiday credit given full time employees as the number of hours per week in the part-time employee's schedule bears to the number of hours in the regular full-time schedule, regardless of whether the holiday falls on the part-time employee's regular work day. Permanent part-time and permanent-intermittent employees who work on a holiday shall receive overtime pay or compensatory time credit for all hours worked, up to a maximum of eight (8).

12.4 4-10 and 3-12 Shift Holidays.

- A. Holiday Shift Pay. Each "4-10" shift employee who works a full shift on a holiday shall receive time and one-half for the first eight (8) hours worked in addition to two (2) hours regular pay for the holiday. Each "3-12" shift employee who works a full shift on a holiday shall receive time and one-half for the first eight (8) hours worked in addition to four (4) hours regular pay for the holiday.

Holiday shift pay shall be subject to provisions of Section 7 - Overtime .

SECTION 11 - SENIORITY, WORKFORCE REDUCTION, LAYOFF & REASSIGNMENT

- B.** Absence on Holiday. The maximum time charged to sick leave, vacation or leave without pay on a holiday shall be two (2) hours for "4-10" shift employees and four (4) hours for "3-12" shift employees.

12.5 Accrual of Holiday Compensation Time. Employees entitled to overtime credit in positions which work around the clock shall be permitted to elect between pay at the overtime rate or compensatory time off in recognition of holidays worked. Such compensatory time off, and the accumulation thereof shall be in addition to the total vacation accumulation permitted under the terms of this MOU. The following procedures shall apply to this selection:

- a. Any person who is eligible and who elects to accrue holiday time must agree to do so for a full fiscal year (July 1 through June 30), or the remainder thereof, unless otherwise specified by the Board.
- b. Holiday time shall be accrued at the rate of one and one-half (1-1/2) times the actual hours worked to a maximum of eight (8) hours worked by the employee.
- c. Holiday time may not be accumulated in excess of two hundred eighty-eight (288) working hours. Holiday time may be accrued up to 288 hours, exclusive of regular vacation accruals. After 288 hours, holiday time shall be paid at the overtime rates as specified in Section 7.
- d. Accrued holiday time may be taken off at times determined by mutual agreement of the employee and the department head.
- e. Accrued holiday time shall be paid off only upon a change in status of the employee such as separation, transfer to another department or reassignment to a permanent-intermittent position.
- f. Employees may utilize up to five (5) days of accrued holiday time in conjunction with their earned two (2) week vacation.

The Sheriff's Department will continue its present policy of reviewing requests made by employees for a cashout of holiday compensatory time off credits under exigent circumstances and where appropriate will recommend to the County Administrator that such request be granted. If the County Administrator agrees with the Department's recommendation, he will send the request to the Auditor-Controller's Office for payment. It is understood that the decision of the Sheriff-Coroner and/or the decision of the County Administrator are not subject to the grievance procedure.

SECTION 11 - SENIORITY, WORKFORCE REDUCTION, LAYOFF & REASSIGNMENT

SECTION 12 - EFFECTIVE July 1, 2012

SECTION 12 - HOLIDAYS

12.2 Holidays Observed. The County will observe the following holidays:

- A.** January 1st, known as New Year's Day
- Third Monday in January, known as Dr. M. L. King, Jr. Day
- February 12th, known as Lincoln's Birthday
- Third Monday in February, known as President's Day
- The last Monday in May, known as Memorial Day
- July 4th, known as Independence Day
- First Monday in September, known as Labor Day
- September 9th, known as Admission Day
- Second Monday in October, known as Columbus Day
- November 11th, known as Veterans Day
- Fourth Thursday in November, known as Thanksgiving Day
- The Friday after Thanksgiving Day
- December 25th, known as Christmas Day

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

Any holiday observed by the County that falls on a Saturday is observed on the preceding Friday and any holiday that falls on a Sunday is observed on the following Monday.

For employees who work in twenty-four (24) hour facilities and are assigned to rotating shifts, any holiday that falls on a Saturday will be observed on a Saturday, and any holiday that falls on a Sunday will be observed on a Sunday.

B. Personnel represented by the DSA who are in the following assignments on Columbus Day, Admission Day or Lincoln's Birthday, will not observe a holiday on those days, but will accrue personal holiday credits:

- Investigation Division (except Orinda contract officers)
- Criminalistics Division
- Administration Division
- Coroner's Division (Sergeant only)
- Detention Division (Bureau of Administrative Services only)
- Technical Services Division (Civil Unit)

Employees will accrue eight (8) hours of personal holiday credit for each of the three days (Columbus Day, Admission Day and Lincoln's Birthday) on which they are in the above assignments. The credit will be accrued on the last day of the month in which these days occur. No employee may accrue more than forty (40) hours of personal holiday credit beginning January 1, 1988; this accrual is in addition to that provided in Section 12.5. On separation from County service, an employee shall be paid for any unused personal holiday credits at the employee's then current rate of pay.

SECTION 11 - SENIORITY, WORKFORCE REDUCTION, LAYOFF & REASSIGNMENT

C. All Court Security Division personnel will celebrate a holiday on Columbus Day and Admission Day. Lincoln's Birthday will be a mandatory training day for which employees will receive eight (8) hours of personal holiday credit.

12.2 Holiday is NOT Worked and Holiday Falls on Scheduled Work Day

A. Holidays Observed – Full-time Employees: Full-time employees are entitled to observe a holiday (eight (8) hours off), without a reduction in pay, whenever a holiday is observed by the County.

B. Holiday Observed in Excess of Eight (8) hours: When a holiday falls on a full-time employee's scheduled workday, the employee is entitled to only eight (8) hours off without a reduction in pay. If the workday is a nine (9) hour day, the employee must use one (1) hour of non-sick leave accruals. If the workday is a ten (10) hour day, the employee must use two (2) hours of non-sick leave accruals. If the workday is a twelve (12) hour day, the employee must use four (4) hours of non-sick leave accruals. If the employee does not have any non-sick leave accrual balances, leave without pay (AWOP) will be authorized.

12.3 Holiday is NOT Worked and Holiday Falls on Scheduled Day Off

A. Full-Time Employee: When a holiday is observed by the County on the scheduled day off of a full-time employee, the employee is entitled to take eight (8) hours off, without a reduction in pay, in recognition of the holiday.

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

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

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

12.4 Holiday is WORKED and Holiday Falls on Scheduled Work Day:

A. Full-Time Employee: When a full-time employee works on a holiday that falls on the employee's scheduled work day, the employee is entitled to receive his/her regular salary. The employee is also entitled to receive holiday pay at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) or holiday compensation time at the same rate, for all hours worked up to a

SECTION 11 - SENIORITY, WORKFORCE REDUCTION, LAYOFF & REASSIGNMENT

maximum of eight (8) hours. When a full-time employee works on a holiday that falls on a scheduled work day that is less than an eight (8) hour shift ("short shift"), the employee is also entitled to receive flexible pay at the rate of one (1.0) times his/her base rate of pay for the difference between eight (8) hours and the employee's "short shift" hours.

12.5 Holiday is Worked and Holiday Falls on Scheduled Day Off:

- A. Full-Time Employee:** When a full time employee works on a holiday that falls on the employee's scheduled day off, the employee is entitled to receive his/her regular salary. The employee is also entitled to receive overtime pay at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) for all hours worked on the holiday.
- 1. Employee Works on his/her Next Scheduled Work Day Following the Holiday:** When a full time employee works on his/her next scheduled work day following the holiday, the employee is entitled to receive his/her regular salary. The employee is also entitled to receive overtime pay at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) at the same rate for all hours worked on that day.
 - 2. Employee does NOT work on his/her Next Scheduled Work Day Following the Holiday:** When a full time employee does NOT work on his/her next scheduled work day following the holiday, the employee is entitled to the day off, without a reduction in pay, in recognition of his/her regularly scheduled day off.
 - 3.** The County retains the right to decide whether an employee will work or not work on the next scheduled work day following a holiday.

12.6 Provisions for Part-Time Employees and Permanent Intermittent Employees – Reopener:

The parties will reopen the provisions of Section 12 of this Memorandum of Understanding for the limited purpose of meeting and conferring to ensure consistent practices across departments regarding part time employees and permanent intermittent employees.

12.7 Automated Time Keeping:

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

12.8 Holiday and Compensatory Time Provisions:

A. Any person who is eligible and who elects to accrue holiday time must agree to do so for a full fiscal year (July 1 through June 30), or the remainder thereof, unless otherwise specified by the Board.

SECTION 13 - VACATION LEAVE

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

C. Use of Holiday Comp Time: Employees may utilize up to five (5) days of accrued holiday time in conjunction with their earned two (2) week vacation. Accrued holiday time may be taken off at times determined by mutual agreement of the employee and the department head.

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

The Sheriff's Department will continue its present policy of reviewing requests made by employees for a cashout of holiday compensatory time off credits under exigent circumstances and where appropriate will recommend to the County Administrator that such request be granted. If the County Administrator agrees with the Department's recommendation, he will send the request to the Auditor-Controller's Office for payment. It is understood that the decision of the Sheriff-Coroner and/or the decision of the County Administrator are not subject to the grievance procedure.

SECTION 13 - VACATION LEAVE

13.1 Vacation Allowance. Employees in permanent positions are entitled to vacation with pay. Accrual is based upon straight time hours of working time per calendar month of service and begins on the date of appointment to a permanent position. Increased accruals begin on the first of the month following the month in which the employee qualifies. Accrual for portions of a month shall be in minimum amounts of one (1) hour calculated on the same basis as for partial month compensation pursuant to Section 5.6 of this MOU. Vacation credits may be taken in 1/10 hour (6 minute) increments but may not be taken during the first six (6) months of employment (not necessarily synonymous with probationary status) except where sick leave has been exhausted; and none shall be allowed in excess of actual accrual at the time vacation is taken.

13.2 Vacation Accrual Rates. For employees hired prior to January 1, 1983 the rates at which vacation credits accrue and the maximum accumulation thereof are as follows:

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

SECTION 13 - VACATION LEAVE

30 years and up	23-1/3	560
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For employees hired on or after January 1, 1983, the rates at which vacation credits accrue, and the maximum accumulation thereof, are as follows:

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

Effective July 1, 1992 for employees regularly assigned and working in the Martinez Detention Facility, West County Detention Facility, Marsh Creek Detention Facility, and the Custody Alternative Facility, the rates at which vacation credits accrue, and the maximum accumulation thereof, are as follows:

<u>Length of Service</u>	<u>Monthly Accrual Hours</u>	<u>Maximum Cumulative Hours</u>
Under 1 year	6-2/3	160
1 year	7-1/3	176
2 years	8	192
3 years	8-2/3	208
4 years	9-1/3	224
5 through 10 years	10	240
11 years	10-2/3	256
12 years	11-1/3	272
13 years	12	288
14 years	12-2/3	304
15 through 19 years	13-1/3	320
20 through 24 years	16-2/3	400
25 through 29 years	20	480
30 years and up	23-1/3	560

If an employee with less than five (5) years service is regularly assigned and working in the Detention Division and transferred to another division, that employee shall continue to accrue vacation credits at the same rate he/she was accruing when transferred until he/she attains his/her fifth year anniversary date in which case the employee will accrue at the rates specified above. If the employee returns to the Detention Division on a regularly assigned basis, he/she will accrue vacation at the above-specified rates while so assigned.

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

SECTION 14 - SICK LEAVE

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

13.5 Pro-rated Accruals. Employees in permanent part-time and permanent-intermittent positions shall accrue vacation benefits on a prorated basis as provided in Resolution 81/1165, Section 32-2.006.

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

13.7 Recovery of Vacation Accrual Overpayments/Underpayments. Effective October 1, 1997, any and all future underpayments of vacation accruals will be corrected and restored retroactively for up to a three (3) year period from the date of the discovery of the error. Upon authorization from the Labor Relations Manager, the County Auditor-Controller's Payroll Division will make the necessary adjustments to credit said employee with the correct amount of vacation accruals due.

In the event restoration of vacation accruals results in an amount which is equal to or above maximum cumulative accruals allowed, the amount restored will be carried and tracked by the employee's department on an informal basis. It is the employee's responsibility to use said hours before or in tandem with his/her official vacation leave prior to an agreed-upon date, but no later than one (1) year from the date of the agreement between the employee and the department. At that time, any remaining restored hours carried on an informal basis will be lost.

Effective October 1, 1997, any and all future overpayments of vacation accruals will be corrected and recouped by the County retroactively for up to a three (3) year period from the date of the discovery of the error. The employee will repay the County the amount of vacation accruals due by allowing the County to deduct the amount of overpaid vacation accruals from the employee's current vacation accruals. If the employee's vacation accruals are not sufficient to cover the overpayment, personal holiday and, if applicable, administrative leave accruals will be used. If the aforementioned accruals are not sufficient to cover the overpayment, the County will withhold future vacation accruals until the overpayment has been recouped.

When the County notifies an employee of an overpayment and proposed repayment schedule, and the employee wishes to meet with the County, a meeting will be held at which time a repayment schedule shall be determined.

13.8 Maximum Vacation Accrual. The Department agrees to schedule vacations to prevent loss of accrued and accruing vacation provided that the individual employee gives sixty (60) calendar days advance written notice to the Division Commander that he/she is approaching his/her maximum accrual.

SECTION 14 - SICK LEAVE

14.1 **Purpose.** The purpose of paid sick leave is to insure employees against loss of pay for temporary absences from work due to illness or injury. Sick leave may be used only as authorized; it is not paid time off which employees may use for personal activities.

14.2 **Accrual.** Sick leave credits accrue at the rate of eight (8) working hours credit for each completed month of service. Employees who work a portion of a month are entitled to a pro rata share of the monthly sick leave credit computed on the same basis as is partial month compensation.

Credits to and charges against sick leave are made in minimum amounts of one-tenth (1/10) hour. Unused sick leave credits accumulate from year to year. When an employee is separated, other than through retirement, accumulated sick leave credits shall be cancelled, unless the separation results from layoff in which case the accumulated credits shall be restored if the employee is reemployed in a permanent position within the period of his layoff eligibility.

Upon retirement, an employee's accumulated sick leave shall be converted to retirement time on the basis of one (1) day of retirement service credit for each day of accumulated sick leave credit.

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. An employee may use paid sick leave credits when the employee is off work because of a temporary illness or injury.
- B. 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 conditions listed below. For the purposes of this Section 14 permanent disability shall mean the employee suffers from a disabling physical injury or illness and is thereby prevented from engaging in any County occupation for which he or she is qualified by reason of education, training or experience. Sick leave credits may be used under this provision only when the following requirements are met:
 - 1. An application for retirement due to disability has been filed with the Retirement Board; and
 - 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. The appointing authority may review medical evidence and order further examination as he deems 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 while under a physician's orders to remain secluded due to exposure to a communicable disease.

SECTION 14 - SICK LEAVE

D. Sick Leave Utilization for Pregnancy Disability. Every female employee shall be entitled to at least four (4) months leave of absence on account of pregnancy disability and to use available sick leave or vacation pay entitlements during such leave.

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. The appointing authority retains the right to medical review of all requests for such leave.
2. If a female employee does not apply for sick 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, and the cost of such examination shall be borne by the County. Should the medical report so recommend, a mandatory leave shall be imposed upon the employee for the duration of the disability.
3. If all accrued sick leave has been utilized by the employee, the employee shall be considered on leave without pay. 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 date of the employee's recovery from such disability.

E. Medical and Dental Appointments. An employee may use paid sick leave credits for medical and dental appointments as follows:

1. For working time used in keeping medical and dental appointments for the employee's own care; and
2. For working time (not over forty (40) hours in each fiscal year) used by an employee for pre-scheduled medical and dental appointments for an immediate family member living in the employee's home and for children and parents who may reside outside of the employee's home. Such use of sick leave credits shall be accounted for by the department on a fiscal year basis. Any balance of the forty (40) hours remaining at the end of the fiscal year shall not be carried over to the next year; departments shall notify the employee if the maximum allowance is reached. Authorization to use sick leave for this purpose is contingent on availability of accumulated sick leave credits; it is not an additional allotment of sick leave which employees may charge.

- F. Emergency Care of Family. An employee may use paid sick leave for working time used in cases of illness, or injury to, an immediate family member living in the employee's home, or for children and parents who may reside outside of the employee's home.
- G. Death of Family Member. An employee may use said sick leave credits for absence from work because of a death in the employee's immediate family, but this shall not exceed three (3) working days plus up to two (2) days of work time for necessary travel.
- H. Definition of Immediate Family. For the purposes of this Section 14 the immediate family shall be restricted to the spouse, son, stepson, daughter, stepdaughter, father, stepfather, mother, stepmother, brother, sister, grandparent, grandchild, aunt, uncle, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law or domestic partner of an employee.

14.3 Administration of Sick Leave. Accumulated paid sick leave credits may not be used in the following situations:

- A. Self-inflicted Injury. For time off from work for an employee's illness or injury caused by his or her willful misconduct.
- B. Vacation. For an employee's illness or injury while the employee is on vacation except when extenuating circumstances exist and the appointing authority approves.
- C. Not in Pay Status. When the employee would otherwise be eligible to use paid sick leave credits but is not in a pay status.

The proper administration of sick leave is a responsibility of the employee and the department head. The following procedures apply:

- A. Employees are responsible for notifying their respective division of an absence as early as possible prior to the commencement of their work shift and in accordance with divisional operational requirements. Notification shall include the reason and possible duration of the absence.
- B. Employees are responsible for keeping their department informed of their continuing condition and probable date of return to work.
- C. Employees are responsible for obtaining advance approval from their appointing authority or designee for the schedule time of prearranged personal or family medical and dental appointments.

The use of sick leave may be denied if these procedures are not followed. Abuse of sick leave on the part of the employee is cause for disciplinary action. To ascertain the propriety of claims against sick leave, the department head may make such investigations as he deems necessary including medical verification of illness.

SECTION 14 - SICK LEAVE

14.4 Disability.

- A. An employee physically or mentally incapacitated for the performance of duty is subject to dismissal, suspension or demotion, subject to the County Employees Retirement Law of 1937. An appointing authority after giving notice may place an employee on leave if the appointing authority has filed an application for disability retirement for the employee, or whom the appointing authority believes to be temporarily or permanently physically or mentally incapacitated for the performance of the employees duties.
- B. An appointing authority who has reasonable cause to believe that there are physical or mental health conditions present in an employee which endanger the health or safety of the employee, other employees, or the public, or which impair the employee's performance of duty, may order the employee to undergo at County expense and on the employee's paid time, a physical, medical and/or psychiatric examination by a licensed physician or psychologist and receive a report of the findings on such examination. If the examining physician or psychologist recommends that treatment for physical or mental health problems, including leave, are in the best interests of the employee or the County in relation to the employee overcoming any disability and/or performing his or her duties the appointing authority may direct the employee to take such leave and/or undergo such treatment.
- C. Leave due to temporary or permanent disability shall be without prejudice to the employee's right to use sick leave, vacation, or any other benefit to which the employee is entitled other than regular salary. The Director of Human Resources may order lost pay restored for good cause and subject to the employee's duty to mitigate damages.
- D. Before an employee returns to work from any absence for illness or injury, other leave of absence or disability leave, exceeding two (2) weeks in duration, the appointing authority may order the employee to undergo at County expense a physical, medical, and/or psychiatric examination by a licensed physician or psychologist, and may consider a report of the findings on such examination. If the report shows that such employee is physically or mentally incapacitated for the performance of duty, the appointing authority may take such action as he deems necessary in accordance with appropriate provisions of this MOU.
- E. Before an employee is placed on an unpaid leave of absence or suspended because of physical or mental incapacity under (A) or (B) above, the employee shall be given notice of the proposed leave of absence or suspension by letter or memorandum, delivered personally or by certified mail, containing the following:
1. a statement of the leave of absence or suspension proposed;
 2. the proposed dates or duration of the leave or suspension which may be indeterminate until a certain physical or mental health condition has been attained by the employee;

3. a statement of the basis upon which the action is being taken;
 4. a statement that the employee may review the materials upon which the action is taken;
 5. a statement that the employee has until a specified date (not less than seven (7) work days from personal delivery or mailing of the notice) to respond to the appointing authority orally or in writing.
- F. Pending response to the notice the appointing authority for cause specified in writing may place the employee on a temporary leave of absence, with pay.
- G. The employee to whom the notice has been delivered or mailed shall have seven (7) work days to respond to the appointing authority either orally or in writing before the proposed action may be taken.
- H. After having complied with the notice requirements above, the appointing authority may order the leave of absence or suspension in writing stating specifically the basis upon which the action is being taken, delivering the order to the employee either personally or by certified mail, effective either upon personal delivery or deposit in the U.S. Postal Service.
- I. An employee who is placed on leave or suspended under this section may, within ten (10) calendar days after personal delivery or mailing to the employee of the order, appeal the order in writing through the Director of Human Resources to the Merit Board. Alternatively, the employee may file a written election with the Director of Human Resources waiving the employee's right to appeal to the Merit Board in favor of appeal to a Disability Review Arbitrator.
- J. In the event of an appeal either to the Merit Board or the Disability Review Arbitrator, the employee has the burden of proof to show that either:
1. the physical or mental health condition cited by the appointing authority does not exist, or
 2. the physical or mental health condition does exist, but it is not sufficient to prevent, preclude, or impair the employee's performance of duty, or is not sufficient to endanger the health or safety of the employee, other employees, or the public.
- K. If the appeal is to the Merit Board, the order and appeal shall be transmitted by the Director of Human Resources to the Merit Board for hearing under the Merit Board's Procedures, Section 1114-1128 inclusive. Medical reports submitted in evidence in such hearings shall remain confidential information and shall not be a part of the public record.

SECTION 14 - SICK LEAVE

- L. If the appeal is to a Disability Review Arbitrator, the employee (and his representative) will meet with the County's representative to mutually select the Disability Review Arbitrator, who may be a de facto arbitrator, or a physician, or a rehabilitation specialist, or some other recognized specialist mutually selected by the parties. The arbitrator shall hear and review the evidence. The decision of the Disability Review Arbitrator shall be binding on both the County and the employee.

1. Scope of the Arbitrator's Review.

- a. The arbitrator may affirm, modify or revoke the leave of absence or suspension.
- b. The arbitrator may make his decision based only on evidence submitted by the County and the employee.
- c. The arbitrator may order back pay or paid sick leave credits for any period of leave of absence or suspension if the leave or suspension is found not to be sustainable, subject to the employee's duty to mitigate damages.
- d. The arbitrator's fees and expenses shall be paid one-half by the County and one-half by the employee or employee's association.

14.5 Workers' Compensation.

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

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

- B. Sick Leave and Vacation. Sick leave and vacation shall accrue in accordance with the provision of State Labor Code 4850.
- C. 4850 Pay Beyond One Year. If an injured employee remains eligible for Workers' Compensation temporary disability benefits beyond one year, full salary will continue by integrating sick leave and/or vacation accruals with Workers' Compensation benefits (use of vacation accruals must be approved by the department and the employee). If salary integration is no longer available because accruals are exhausted, Workers' Compensation benefits will be paid directly to the employee as prescribed by Workers' Compensation laws.
- D. Rehabilitation Integration. An injured employee who is eligible for Workers' Compensation rehabilitation temporary disability benefits and who has exhausted 4850 pay eligibility will continue to receive full salary by integrating sick leave and/or vacation accruals with Workers' Compensation rehabilitation temporary disability benefits. When

these accruals are exhausted, the rehabilitation temporary disability benefits will be paid directly to the employee as prescribed by Workers' Compensation laws.

- E. Health Insurance. The County contribution to the employee's group insurance plan(s) continues during the 4850 pay period and during integration of sick leave or vacation with Workers' Compensation benefits.
- F. Integration Formula. An employee's sick leave and/or vacation charges shall be calculated as follows: $C = 8 [1 - (W \div S)]$

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

14.6 Workers' Compensation & Continuing Pay for Non-Sworn Employees.

A. Waiting Period.

1. Employees who leave work as a result of an on the job injury will have the balance of that day charged to sick leave and/or vacation accruals. This will be considered as the last day worked for purposes of determining Workers' Compensation benefits.
2. There is a three (3) calendar day waiting period before Workers' Compensation benefits commence. If the injured worker loses any time on the day of injury, that day counts as day one (1) of the waiting period. If the injured worker does not lose time on the day of injury, the waiting period will be the first three (3) calendar days the employee does not work as a result of the injury. The time the employee is scheduled to work during this waiting period will be charged to the employee's sick leave and/or vacation accruals. In order to qualify for Workers' Compensation the employee must be under the care of a physician. Temporary compensation is payable on the first three (3) days of disability when the injury necessitates hospitalization, or when the disability exceeds fourteen (14) days.

B. Continuing Pay.

1. A permanent employee shall receive 88% of regular monthly salary during any period of compensable temporary disability absence not to exceed one year. For accepted claims on or after January 1, 1997, the percentage of pay for employees entitled to Workers' Compensation shall be decreased from 88% to 87%. For accepted claims on or after January 1, 2000, the percentage of pay for employees entitled to Workers' Compensation shall be decreased from 87% to 86%. "Compensable temporary disability absence" for the purpose of this Section, is any absence due to work connected disability which qualifies for temporary disability compensation under Workers' Compensation Law set forth in Division 4 of the California Labor Code. When any disability becomes medically permanent and stationary, the salary provided by this Section shall

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terminate. The employee shall return to the County all temporary disability payments received by him from any County funded Workers' Compensation or other County wage replacement program. No charge shall be made against sick leave or vacation for these salary payments. Sick leave and vacation rights shall not accrue for those periods during which continuing pay is received.

The maximum period of continuing pay for any one injury or illness shall be up to one (1) year from the date of temporary disability.

If Workers' Compensation becomes taxable, the County agrees to restore the benefit to (100% of monthly salary).

2. Continuing pay begins at the same time that temporary Workers' Compensation starts and continues until the temporary disability ends, or until one (1) year from the date of temporary disability payments, whichever comes first, provided the employee remains in an active employed status. Continuing pay is automatically terminated on the date an employee is separated from County service by resignation, retirement, layoff, suspension or any other action that determines the employee is no longer employed by the County. In these instances, employee will be paid Workers' Compensation benefits as prescribed by Workers' Compensation laws. All continuing pay will be cleared through the County Administrator's Office, Risk Management Division.
3. Employees injured on or after the implementation date of this provision for the majority of County employees, shall receive 80% for twelve consecutive months from the date of injury. Employees injured after twelve consecutive from the implementation date, shall receive 75% for twelve consecutive months from the date of injury. Employees injured after 24 months from the initial implementation date, shall receive 70% for twelve consecutive months from date of injury.

C. Whenever an employee who has been injured on the job and has returned to work is required by an attending physician to leave work for treatment during working hours the employee shall be allowed time off up to three (3) hours for such treatment without loss of pay or benefits. Said visits are to be scheduled contiguous to either the beginning or end of the scheduled work day whenever possible. This provision applies only to injuries/illnesses that have been accepted by the County as a job connected injury.

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

E. Rehabilitation Integration. An injured employee who is eligible for Workers' Compensation Rehabilitation Temporary Disability benefits and whose disability is medically permanent and stationary will continue to receive his/her applicable salary by integrating sick leave and/or vacation accruals with Workers' Compensation

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Rehabilitation Temporary Disability benefits until those accruals are exhausted. Thereafter, the Rehabilitation Temporary Disability benefits will be paid directly to the employee.

- F. Health Insurance. The County contribution to the employee's group insurance plan(s) continues during the continuing pay period and during integration of sick leave or vacation with Workers' Compensation benefits.
- G. Method of Integration. An employee's sick leave and/or vacation charges shall be calculated as follows: $C = 8 [1 - (W \div S)]$

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

14.7 Labor-Management Committee. On May 26, 1981 the Board of Supervisors established a labor-management committee to administer a rehabilitation program for disabled County employees. It is understood that the benefits specified above in this Section 14 shall be coordinated with any disabled employee's rehabilitation program.

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

SECTION 15 - LEAVE OF ABSENCE

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

15.2 General Administration - Leaves of Absence. Requests for leave without pay shall be made upon forms prescribed by the Director of Human Resources and shall state specifically the reason for the request, the date when it is desired to begin the leave and the probable date of return.

- A. Leave without pay may be granted for up to one (1) year for any of the following reasons:
1. Illness, disability, or serious health condition;
 2. pregnancy or pregnancy disability;
 3. family care;

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4. to take a course of study such as will increase the employee's usefulness on return to the position;
 5. for other reasons or circumstances acceptable to the appointing authority.
- B. An employee should request a leave of absence at least thirty (30) days before the leave is to begin if the need for the leave is foreseeable. If the need is not foreseeable, the employee must provide written notice to the employer within five (5) days of learning of the event by which the need for a leave of absence arises.
- C. An appointing authority may extend such leave for additional periods. The procedure in granting extensions shall be the same as that in granting the original leave, provided that the request for extension must be made not later than thirty (30) calendar days before the expiration of the original leave.

15.3 Family Care or Medical Leave.

- A. Definitions. For medical and family care leaves of absence under Section 15, the following definitions apply:
1. Child: A biological, adopted, or foster child, stepchild, legal ward, conservatee, or a child who is under eighteen (18) years of age for whom an employee stands in loco parentis or for whom the employee is the guardian or conservator, or an adult dependent child of the employee.
 2. Parent: A biological, foster, or adoptive parent, a stepparent, legal guardian, conservator, or other person standing in loco parentis to a child.
 3. Spouse: A partner in marriage as defined in Family Code Section 297.
 4. Domestic Partner: As defined in Family Code Section 297.
 5. Serious Health Condition: An illness, injury, impairment, or physical or mental condition which involves either inpatient care in a hospital, hospice or residential health care facility or continuing treatment or continuing supervision by a health care provider (e.g. physician or surgeon) and which, for family care leave only, warrants the participation of a family member to provide care during a period of treatment or supervision, as defined by state and federal law.
 6. Certification for Family Care Leave: A written communication to the employer from a health care provider of a person for whose care the leave is being taken which need not identify the serious health condition involved, but shall contain:
 - a. the date, if known, on which the serious health condition commenced;
 - b. the probable duration of the condition;

- c. an estimate of the amount of time which the employee needs to render care or supervision;
 - d. a statement that the serious health condition warrants the participation of a family member to provide care during period of treatment or supervision;
 - e. if for intermittent leave or a reduced work schedule leave, the certification should indicate that the intermittent leave or reduced work schedule leave is necessary for the care of the individual or will assist in their recovery, and its expected duration.
- 7. Certification for Medical Leave: A written communication from a health care provider of an employee with a serious health condition or illness to the employer, which need not identify the serious health condition involved, but shall contain:
 - a. the date, if known, on which the serious health condition commenced;
 - b. the probable duration of the condition;
 - c. a statement that the employee is unable to perform the functions of the employee's job;
 - d. if for intermittent leave or a reduced work schedule leave, the certification should indicate the medical necessity for the intermittent leave or reduced work schedule leave and its expected duration.
- 8. Comparable Positions: A position with the same or similar duties and pay which can be performed at the same or similar geographic location as the position held prior to the leave. Ordinarily, the job assignment will be the same duties in the same program area located in the same city, although specific clients, caseload, co-workers, supervisor(s), or other staffing may have changed during an employee's leave.

- B. Section 15.2 notwithstanding, any employee who has permanent status, been employed by the County for at least twelve (12) months and who has worked at least 1250 hours in the previous twelve (12) month period shall be granted upon request to the appointing authority, a leave of absence due to the employee's serious health condition or for family care leave (FMLA) for up to twelve (12) weeks during a rolling twelve (12) month period (measured backward from the date an employee uses any FMLA leave) in accordance with the following provisions:

EXAMPLE: An employee takes time away from work due to the birth of their child in May. The leave period lasts twelve (12) weeks. In November, they are scheduled for surgery. Their leave request in November cannot be counted towards FMLA because they have already utilized their 12 week entitlement during their leave in May.

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

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

Notwithstanding the above, the Sheriff may in his/her sole discretion, on a case by case basis, waive the 1250 hour requirement.

- C. Intermittent Use of Leave. The twelve (12) week entitlement may be in broken periods, intermittently on a regular or irregular basis, or may include reduced work schedules depending on the specific circumstances and situations surrounding the request for leave. The twelve (12) weeks may include use of appropriate available paid leave accruals when accruals are used to maintain pay status, but use of such accruals is not required beyond that specified in Section 15.6.B below. When paid leave accruals are used for a medical or family care leave, such time shall be counted as a part of the twelve (12) week entitlement.
- D. Use for Spouse. In the situation where husband and wife are both employed by the County, the family care or medical leave entitlement based on the birth, adoption or foster care of a child is twelve (12) weeks each during each calendar year period.

15.4 Pregnancy Disability Leave. Insofar as pregnancy disability leave is used under Section 14.2.D - Sick Leave Utilization for Pregnancy Disability, that time will not be considered a part of the twelve (12) week family care leave period.

15.5 Group Health Plan Coverage.

- A. During Leave of Absence. Employees who were members of one of the group health plans prior to commencement of their leave of absence can maintain their health plan coverage with the County contribution by maintaining their employment in pay status as described in Section 15.6. In order to maintain such coverage, employees are required to pay timely the full employee contribution to maintain their group health plan coverage, either through payroll deduction or by paying the County directly.
- B. During Medical or Family Care Leave. During the twelve (12) weeks of an approved medical or family care leave under Section 15.3 above, the County will continue its contribution for such health plan coverage even if accruals are not available for use to maintain pay status as required under Section 15.6. In order to maintain such coverage, employees are required to

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

15.6 Leave Without Pay - Use of Accruals.

- A. Sick leave accruals may not be used during any leave of absence, except as allowed under Section 14 - Sick Leave.

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

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

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

15.8 Return From Leave of Absence.

- A. Early Return. Whenever an employee who has been granted a leave without pay desires to return before the expiration of such leave, the employee shall submit a request to the appointing authority in writing at least fifteen (15) days in advance of the proposed early return provided, however, that less notification may be approved at the discretion of the appointing authority or his/her designee. Early return is subject to prior approval by the appointing authority. The Human Resources Department shall be notified promptly of such return.
- B. Leave of Absence Reinstatement. Any permanent employee who requests reinstatement to the classification held by the employee in the same department at the time the employee was granted a leave of absence, shall be reinstated to a position in that classification and department and then only on the basis of seniority.
- C. Leave of Absence Replacement. In case of severance from service or displacement by reason of the reinstatement of a permanent employee returning from a leave of absence, the provisions of Section 11 - Seniority, Workforce Reduction, Layoff, & Reassignment Seniority shall apply.

SECTION 16 - JURY DUTY AND WITNESS DUTY

- D. **Reinstatement From Family Care or Medical Leave of Absence.** In the case of a family care or medical leave, an employee on a 5/40 schedule shall be reinstated to the same or comparable position if the return to work is after no more than ninety (90) work days of leave from the initial date of a continuous leave, including use of accruals, or within the equivalent on an alternate work schedule. A full time employee taking an intermittent or reduced work schedule leave shall be reinstated to the same or comparable position if the return to work on a full schedule is after no more than 720 hours, including use of accruals, of intermittent or reduced work schedule leave.

At the time the original leave is approved, the appointing authority shall notify the employee in writing of the final date to return to work, or the maximum number of hours of leave, in order to guarantee reinstatement to the same or comparable position. An employee on a schedule other than 5/40 shall have the time frame for reinstatement to the same or comparable position adjusted on a pro rata basis.

- E. **Shift Bidding.** An employee who is on a leave of absence more than thirty (30) days, or scheduled to be on a leave of absence of more than thirty (30) days at the time of a quarterly sign-up, shall not be allowed to bid on a shift. Upon return, the employee shall be placed in an available shift, at the County's discretion.

- 15.9** **Appeal of Denial.** The decision of the appointing authority on granting or denying leave or early return from leave shall be subject to appeal to the Director of Human Resources and not subject to appeal through the grievance procedure set forth in this MOU.

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

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

SECTION 16 - JURY DUTY AND WITNESS DUTY

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

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

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

SECTION 16 - JURY DUTY AND WITNESS DUTY

If summoned for jury duty in a Municipal, Superior, or Federal Court, or a Coroners jury, employees may remain in their regular County pay status, or they may take paid leave (vacation, floating holiday, etc.) or leave without pay and retain all fees and expenses paid to them.

When an employee is summoned for jury duty selection or is selected as a juror in a Municipal, Superior or Federal Court, employees may remain in a regular pay status if they waive all fees (other than mileage), regardless of shift assignment and the following shall apply:

- a. If an employee elects to remain in a regular pay status and waive or surrender all fees (other than mileage), the employee shall obtain from the Clerk or Jury Commissioner a certificate indicating the days attended and noting that fees other than mileage are waived or surrendered. The employee shall furnish the certificate to his department where it will be retained as a department record. No Absence/Overtime Record is required.
- b. An employee who elects to retain all fees must take leave (vacation, floating holiday, etc.) or leave without pay. No court certificate is required but an Absence/Overtime Record must be submitted to the department payroll clerk.

Employees are not permitted to engage in any employment regardless of shift assignment or occupation before or after daily jury service that would affect their ability to properly serve as jurors. An employee on short notice standby to report to court, whose job duties make short notice response impossible or impractical, shall be given alternate work assignments for those days to enable them to respond to the court on short notice.

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

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

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

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

Retention or waiver of fees shall be governed by the same provisions as apply to jury duty as set forth in Section 16 of this MOU.

SECTION 17 - HEALTH, LIFE AND DENTAL CARE

Employees shall advise their department as soon as possible if scheduled to appear for witness duty. Permanent intermittent employees are entitled to paid witness duty only for those days on which they were previously scheduled to work.

SECTION 17 - HEALTH, LIFE AND DENTAL CARE

17.1 Health Plan. The County will provide group health benefits through the California Public Employees' Retirement System (CalPERS) for all permanent full-time employees, and permanent part-time employees regularly scheduled to work at least twenty (20) hours per week in classes represented by DSA. The CalPERS health care program, as regulated by the Public Employees' Medical and Hospital Care Act (PEMHCA), regulations issued pursuant to PEMHCA, and the administration of PEMHCA by CalPERS, controls on all health plan issues for employees who receive health care coverage from CalPERS, including, but not limited to, eligibility, benefit plans, benefit levels, minimum premium subsidies, and costs.

17.2 Contra Costa Health Plan (CCHP). Because CCHP has met the minimum standards required under PEMHCA and is approved as an alternative CalPERS plan option, DSA members and COBRA counterparts may elect to enroll in CCHP under the CalPERS plan rules and regulations.

17.3 CalPERS Health Plan Monthly Premium Subsidy. The County's subsidy to the CalPERS monthly health plan premiums is as provided below. The employee must pay any CalPERS health plan premium costs that are greater than the County's subsidy identified in Section 17.3(A).

A. County Premium Subsidy On and After January 1, 2012. Beginning on January 1, 2012, the amount of the County premium subsidy that is paid for employees and eligible family members will be as follows:

1. Health Plans

Employee/Retiree/Survivor Only	\$ 528.18
Employee/Retiree/Survivor & One Dependent	\$1,056.36
Employee/Retiree/Survivor & Two or more Dependents	\$1,373.27

B. County Premium Subsidy On and After January 1, 2013. Beginning on January 1, 2013, the County will pay the monthly premium subsidy amounts for employees and eligible family members that are stated in section A (1) above. In addition, if there is an increase in the Kaiser Bay Area premium for calendar year 2013, the County will pay seventy-five percent (75%) of that increase, and the employees will pay twenty-five percent (25%) of that increase.

C. In the event, in whole or in part, that the above County premium subsidy amounts are greater than one hundred percent (100%) of the applicable premium of any plan, for any plan year, the County's contribution will not exceed one hundred percent (100%) of the applicable plan premium.

17.4 Dental Plan. The County may, during the term of this MOU, change dental care providers, so long as the level of benefits provided is not reduced.

17.5 Dental Plan Contribution.

The County's contribution to the monthly dental plan premiums shall be as provided below. These contributions are provided only for permanent full-time and permanent part-time employees regularly scheduled to work at least twenty (20) hours per week. Permanent-intermittent, provisional and permanent part-time employees working less than twenty (20) hour per week may enroll in a dental plan but are not entitled to the County's contribution. Any increases in dental plan costs greater than the County's contributions identified below during the duration of this shall be borne by the employee:

a. Delta and PMI Delta Care: County will contribute seventy-seven percent (77%) toward the monthly dental premium.

b. Dental Only: Employees who elect dental coverage as stated above without health coverage will pay one cent (\$.01) per month for such coverage.

17.6 Orthodontia Coverage. The County will continue to offer Orthodontia coverage to all permanent employees in classes represented by the DSA who participate in a County dental plan. The cost for orthodontia coverage is borne 100% by each enrolled employee. Premium payments are made by payroll deduction or direct pay, as applicable.

17.7 Rate Information. The County Benefits Service Unit will make dental plan rate information and, to the extent possible, CalPERS health plan rate information available to employees and departments upon request. In addition, the County Benefits Service Unit will publish and distribute to employees and departments information about rate changes as they occur during the year.

17.8 Life Insurance Benefit Under Health and Dental Plans. For permanent employees who are enrolled in a County sponsored health or dental plan as either the primary insured or a dependent, term life insurance in the amount of ten thousand dollars (\$10,000) will be provided by the County.

17.9 Life Insurance Contribution. The County will pay the entire premium on behalf of permanent full-time and permanent part-time employees regularly scheduled to work at least twenty (20) hours per week who elect health and/or dental coverage. Permanent-intermittent, provisional and permanent part-time employees working less than twenty (20) hours per week may participate in the Life Insurance Plan at their full personal expense, which shall not exceed the County's cost, provided they elect health and/or dental coverage.

17.10 Premium Payments. Employee participation in any health, dental, or life insurance plan is contingent upon the employee authorizing payroll deduction by the County of the employee's share of the premium cost. The County's contribution to health plan and dental plan monthly premiums are payable as follows:

A. CalPERS Plan (Includes Alternate CCHP Plan). The County's contribution to the health plan premium is payable one (1) month in advance. If an employee's compensation in any month is not sufficient to pay the employee share of the premium, the employee must make up the difference by remitting the amount delinquent to the Auditor-Controller. The responsibility for this payment rests solely with the employee.

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B. Dental and Life Insurance Plans. The County's contribution to the dental and life insurance premium (as described in Sections 17.5 and 17.9) is payable monthly. If an employee's compensation in any month is not sufficient to pay the employee share of the premium, the employee must make up the difference by remitting the amount delinquent to the Auditor-Controller. The responsibility for this payment rests solely with the employee.

17.11 Extended Coverage. An employee on approved leave without pay shall be allowed to continue his/her health/dental/life insurance coverage provided that the employee shall pay their share of the monthly premium by the tenth day of each month, during said leave.

An employee who terminates County employment is covered through the last day of the month in which he/she is paid for County dental plans and through the last day of the month following the month of termination for CalPERS plans. Employees who terminate County employment may continue Group Health/Dental plan coverage to the extent provided under the COBRA regulations.

17.12 Retirement Coverage. Upon retirement, employees may, subject to plan requirements, remain in the same County group medical plan if immediately before their retirement they are currently enrolled in one of the County sponsored CalPERS Health Plans or if on authorized leave of absence without pay, they have retained continuous coverage during the leave period.

1. Government Code section 22892 applies to all employees who were hired on or before January 1, 2007, and to all employees who are hired on or after October 1, 2011.
2. For employees hired between January 2, 2007 and September 30, 2011, inclusive, Government Code section 22892 does not apply, and the following provisions apply instead:
 - a. As soon as practical the County will modify its agreement with the CalPERS Health Benefit Program to incorporate the provisions of Government Code Section 22893 for employees who are hired on or after January 2, 2007, but before October 1, 2011.
 - b. Government Code Section 22893. Notwithstanding Section 22892, the percentage of employer contribution payable for post retirement health benefits for any employee of a contracting agency subject to this section shall, except as provided in Government Code Section 22893, subdivision (b), be based on the member's completed years of credited county service at retirement as shown in the following table:

Credited Years of Service	Percentage of Employer Contribution
10	50
11	55
12	60
13	65
14	70

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15	75
16	80
17	85
18	90
19	95
20 or more	100

The employee's contribution shall be adjusted each year in accordance with Government Code Section 22893.

The County will provide medical premium payments for employees who retire from the County in accordance with Government Code Section 22893.

17.13 Dual Coverage.

- A. CalPERS Health Plan. Employees must adhere to the rules as established by CalPERS.
- B. On and after January 1, 2012, each employee and retiree may be covered by only a single County health and/or a single County dental plan. For example, a County employee may be covered under a single County health plan as either the primary insured or the dependent of another County employee or retiree, but not as both the primary insured and the dependent of another County employee or retiree.
- C. On and after January 1, 2012, each dependent may be covered by the health and/or dental plan of only one spouse or one domestic partner. For example, when both husband and wife are County employees, all of their eligible children may be covered as dependents of either the husband or the wife, but not both.
- D. For purposes of this section 17.13 - Dual Coverage, "County" includes the County of Contra Costa and all Board of Supervisors governed special districts, such as the Contra Costa County Fire Protection District.

17.14 Employee Assistance Program. Any County contract which provides an employee assistance program applicable to DSA represented employees, including the present contract with Occupational Health Services, shall include the following language:

"Records, including any information whether recorded or not, pertaining to the identity, diagnosis or treatment of any employee or the employee's family dependent(s) which are maintained in connection with the performance of this contract shall be confidential, even as to the employer, and disclosed only under the following circumstances:

- A. When disclosure is authorized with the written and signed consent of the employee or the family dependent(s). Such consent must state:
1. the name of the person or organization to whom disclosure is to be made;
 2. the specific type of information to be disclosed;

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3. the purpose or need for such disclosure.

B. When an employee's records are subpoenaed and are not otherwise protected by professional privileged relationships, contractor will notify the employee whose records are subpoenaed immediately by phone, if possible, and in any event in writing as soon as possible. Written communication shall inform the employee of his/her access to DSA for aid if he/she so desires. Contractor will cooperate with employee and/or his legal representative in asserting confidentiality. Subpoenaed records will only be turned over after a court order. The employer bears no responsibility under this paragraph.

C. Contractor agrees to operate a system of records on individuals in accordance with all State and Federal laws pertaining to the confidentiality of alcohol, drug, and mental health records and the Federal Privacy Act of 1974.

D. The Association is a third-party beneficiary.”

17.15 Health Care Spending Account. The County will continue to offer regular full-time and part-time (20/40 or greater) County employees the option to participate in a Health Care Spending Account (HCSA) Program designed to qualify for tax savings under Section 125 of the Internal Revenue Code, but such savings are not guaranteed. The HCSA Program allows employees to set aside a pre-determined amount of money from their paycheck for health care expenses not reimbursed by any other health benefits plan with before-tax dollars. HCSA dollars can be expended on any eligible medical expenses allowed by Internal Revenue Code Section 125. Any unused balance is forfeited and cannot be recovered by the employee.

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

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

17.18 VDT Program. The County agrees to provide to all non-sworn employees an annual eye examination on County time at County expense provided that the employee regularly uses a video display terminal at least an average of two (2) hours per day as certified by their department. Employees certified for examination under this program must process their request through the Employee Benefits Division of the Human Resources Department. Should prescription VDT eyeglasses be prescribed for the employee following the examination, the County agrees to provide, at no cost, the basic coverage which includes a fifty dollar (\$50) frame and single vision lenses. Employees may, through individual arrangement between the employee and their doctor and solely at the employee's expense, include bifocal, trifocal or blended lenses and other care, services or

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materials not covered by the Plan. The basic plan coverage, including the examination, may be credited toward the employee-enhanced benefit.

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

SECTION 18 - PROBATIONARY PERIOD

18.1 Length of Probation. Effective January 1, 1990, upon initial appointment all employees will serve a one (1) year probationary period in classifications represented by the DSA, with the exception of Deputy Sheriff Criminalist I (18 months).

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

18.3 Criteria. The probationary period shall commence from the date of appointment. It shall not include time served in provisional or temporary appointments or any period of continuous absence or temporary modified duty assignment exceeding fifteen (15) calendar days, except as otherwise provided in the Personnel Management Regulations or by law.

For those employees appointed to permanent-intermittent positions with a six (6) months probation period, probation will be considered completed upon serving one thousand (1,000) hours after appointment except that in no instance will this period be less than six (6) calendar months from the beginning of probation. If a permanent-intermittent probationary employee is reassigned to full-time, credit toward probation completion in the full-time position shall be prorated on the basis of one hundred seventy-three (173) hours per month.

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

- A. Appeal from rejection. Notwithstanding any other provisions of this section, an employee (Probationer) shall have the right to appeal from any rejection during the probationary period based on political or religious affiliations or opinions, association activities, or race, color, national origin, sex, age, disability or sexual orientation.
- B. The appeal must be written, must be signed by the employee and set forth the grounds and facts by which it is claimed that grounds for appeal exist under subsection A and must be filed through the Director of Human Resources to the Merit Board by 5:00 p.m. on the 7th calendar day after the date of delivery to the employee of notice of rejection.

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- C. The Merit Board shall consider the appeal, and if it finds probable cause to believe that the rejection may have been based on grounds prohibited in subsection A, it may refer the matter to a Hearing Officer for hearing, recommended findings of fact, conclusions of law and decision, pursuant to the relevant provisions of the Merit Board rules in which proceedings the rejected probationer has the burden of proof.
- D. If the Merit Board finds no probable cause for a hearing, it shall deny the appeal. If, after hearing, the Merit Board upholds the appeal, it shall direct that the appellant be reinstated in the position and the appellant shall begin a new probationary period unless the Merit Board specifically reinstates the former period.

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

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

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

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

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

If reemployed in another department or in another classification, the employee shall serve a full probationary period. An employee appointed to a permanent position from a layoff or reemployment list is subject to a probation period if the position is in a department other than the department from which the employee separated, displaced, or voluntarily demoted in lieu of layoff. An appointment

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from a layoff or reemployment list is not subject to a probation period if the position is in the department from which the employee separated, displaced or voluntarily demoted in lieu of layoff.

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

18.8 Probationary Deputy Sheriffs into Investigation Division. Probationary Deputy Sheriffs may be temporarily assigned to the Investigation Division. The assignment will not interfere with the officer successfully completing both the Facility Training Program in the Detention Division and the Field Training Program in the Patrol Division within the probationary period. The assignment will be limited to a specific project or detail. The period of assignment in the Investigation Division will not be credited as a Detention assignment.

SECTION 19 - SHIFT DIFFERENTIAL/OTHER TERMS & CONDITIONS OF EMPLOYMENT

19.1 Shift Differential. Employees in the following classifications are eligible for shift differential as provided below: Fingerprint Examiner I and II, Fingerprint Technician I and II, Lead Fingerprint Examiner, Lead Fingerprint Technician, Sheriff's Aide, and Sheriff's Specialist.

In the hours which qualify for shift differential, employees shall receive five percent (5%) above their base pay.

Employees in the classifications of Dispatchers in the hours which qualify for Morning Watch shift differential shall receive three percent (3%) above their base pay. Employees in the classifications of Dispatchers in the hours which qualify for Evening Watch shift differential shall receive five percent (5%) above their base pay.

Evening Watch Shift Differential

The Evening Watch is defined as any shift that contains the majority of the workday after 1600 hours and before 0000 hours.

The Morning Watch is defined as any shift that contains the majority of the workday after 0000 hours and before 0800 hours.

To qualify for shift differential, an employee must have a regularly assigned daily work schedule that requires the majority of actual working time (more than half the number of hours in the workday) from 1600 hours through 0800 hours inclusive.

Additionally, employees who have been regularly working a shift qualifying for shift differential immediately preceding the commencement of a vacation, paid sick leave period, paid disability or other paid leave, will have shift differential included in computing the pay for their leave. However,

SECTION 20 - PROMOTION

shift differential shall only be paid during paid sick leave and paid disability as provided above, for the first forty (40) continuous work hours of each absence, to the extent permitted by law.

An employee who is off due to long-term illness or disability (as defined above) will not qualify for differential. In any month that a long-term illness or disability occurs, the differential will be prorated on a day for day basis. Said differentials shall be prorated for employees working less than full time and/or who are on an unpaid leave of absence for a portion of any given month.

Relief shifts will qualify according to the base shift assigned. The relief shift employee will not lose or gain any benefit should they be assigned to provide relief on any other shift.

A Trainee's base shift is Day Watch and does not qualify for this differential. Trainees may qualify for the differentials described above on the first (1st) of the month following their release from the Training Program.

The provisions detailed above does not in any way affect or reduce the rights reserved by the Sheriff, including those outlined in Section 10- Work Scheduling, of the MOU.

19.2 Sheriff's Dispatchers. All employees in Dispatcher classifications will lose no benefits with regard to wages, hours, and other terms and conditions of employment, as a result, directly or indirectly, of coming into the DSA bargaining unit.

Effective October 1, 1999, all employees in the classifications of Sheriff's Dispatcher I and II, and Supervising Sheriff's Dispatcher, will receive a one-time only five percent (5%) increase in base salary in exchange for the elimination of shift differential for these classifications.

SECTION 20 - PROMOTION

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

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

20.3 Certification Rules. Beginning with promotions made after ratification of this MOU (commencing 1989) the rule of ten (10) will be utilized for Sergeants Promotional List. The rule of five (5) will be utilized for the Supervising Dispatcher list.

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

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

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

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

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

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

20.8 **Physical Examination.** County employees who are required as part of the promotional examination process to take a physical examination, shall do so on County time at County expense.

SECTION 21 - TRANSFER

21.1 **Criteria.** The following conditions are required in order to qualify for transfer:

- a. The position shall be in the same class, or if in a different class shall have been determined by the Director of Human Resources to be appropriate for transfer on the basis of minimum qualifications and qualifying procedure;
- b. the employee shall have permanent status in the merit system and shall be in good standing;
- c. the appointing authority or authorities involved in the transaction shall have indicated their agreement in writing;

SECTION 22 - RESIGNATIONS

- d. the employee concerned shall have indicated agreement to the change in writing;
- e. the Director of Human Resources shall have approved the change.

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

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

SECTION 22 - RESIGNATIONS

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

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

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

- a. An employee has been absent from duty for five (5) consecutive working days without leave, and;
- b. Five (5) more consecutive work days have elapsed without response by the employee after the mailing of a notice of resignation by the appointing authority to the employee at the employee's last known address.

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

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

22.5 Coerced Resignations.

SECTION 23 - DISMISSAL, SUSPENSION & DEMOTION

- A. Time Limit. A resignation which the employee believes has been coerced by the appointing authority may be revoked within seven (7) calendar days after its expression, by serving written notice on the Director of Human Resources and a copy on the appointing authority.
- B. Reinstatement. If the appointing authority acknowledges that the employee could have believed that the resignation was coerced, it shall be revoked and the employee returned to duty effective on the day following the appointing authority's acknowledgment without loss of seniority or pay.
- C. Contest. Unless within seven (7) days of the receipt of the notice, the appointing authority acknowledges that the resignation could have been believed to be coerced, this question should be handled as an appeal to the Merit Board. In the alternative, the employee may file a written election with the Director of Human Resources waiving the employee's right of appeal to the Merit Board in favor of the employee's appeal rights under the grievance procedure contained in Section 24 of the MOU beginning with Step 3.
- D. Disposition. If a final decision is rendered that determines that the resignation was coerced, the resignation shall be deemed revoked and the employee returned to duty effective on the day following the decision but without loss of seniority or pay, subject to the employee's duty to mitigate damages.

SECTION 23 - DISMISSAL, SUSPENSION & DEMOTION

23.1 Cause for Disciplinary Action. The appointing authority may dismiss, suspend, demote, or reduce within class, any employee for cause. The following are sufficient causes for such action; the list is indicative rather than inclusive of restrictions and dismissal, suspension, reduction or demotion may be based on reasons other than those specifically mentioned:

- a. absence without leave,
- b. conviction of any criminal act involving moral turpitude,
- c. conduct tending to bring the merit system and/or Office of the Sheriff-Coroner into disrepute,
- d. disorderly or immoral conduct,
- e. incompetence or inefficiency,
- f. insubordination,
- g. being at work under the influence of liquor or drugs, carrying onto the premises liquor or drugs or consuming or using liquor or drugs during work hours and/or on County premises,

SECTION 23 - DISMISSAL, SUSPENSION & DEMOTION

- h. neglect of duty, (i.e. non-performance of assigned responsibilities),
- i. negligent or willful damage to public property or waste of public supplies or equipment,
- j. violation of any lawful or reasonable regulation or order given by a supervisor or department head,
- k. willful violation of any of the provisions of the merit system ordinance or Personnel Management Regulations,
- l. material and intentional misrepresentation or concealment of any fact in connection with obtaining employment,
- m. misappropriation of County funds or property,
- n. unreasonable failure or refusal to undergo any physical, medical, and/or psychiatric exam and/or treatment authorized by this MOU,
- o. dishonesty or theft,
- p. excessive or unexcused absenteeism and/or tardiness,
- q. sexual harassment, including but not limited to unwelcome sexual advances, requests for sexual favors, and other verbal, or physical conduct of a sexual nature, when such conduct has the purpose or effect of affecting employment decisions concerning an individual, or unreasonably interfering with an individual's work performance, or creating an intimidating and hostile working environment.

23.2 Skelly Requirements - Notice of Proposed Action (Skelly Notice). Before taking a disciplinary action to dismiss, suspend for more than five (5) work days (four (4) work days for employees on 4-10 work week; three (3) work days for employees on a 3-12 work week), demote or reduce within class an employee, the appointing authority shall cause to be served personally or by certified mail, on the employee, a Notice of Proposed Action, which shall contain the following:

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

SECTION 24 - GRIEVANCE PROCEDURE

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

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

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

23.6 **Procedure on Dismissal, Suspension or Disciplinary Demotion.**

- A. In any disciplinary action to dismiss, suspend, or demote an employee having permanent status in a position in the merit system after having complied with the Skelly requirements where applicable, the appointing authority shall make an order in writing stating specifically the causes for the action.
- B. **Service of Order.** Said order of dismissal, suspension, or demotion shall be filed with the Director of Human Resources, showing by whom and the date a copy was served upon the employee to be dismissed, suspended or demoted, either personally or by certified mail to the employee's last known mailing address. The order shall be effective either upon personal service or deposit in the U.S. Postal Service.
- C. **Employee Appeals from Order.** The employee may appeal an order of dismissal, suspension or demotion either to the Merit Board or through the procedures of Section 24 - Grievance Procedure of this MOU provided that such appeal is filed in writing with the Director of Human Resources within ten (10) calendar days after service of said order. An employee may not both appeal to the Merit Board and file a grievance under Section 24 of this MOU.

SECTION 24 - GRIEVANCE PROCEDURE

24.1 **Definition.** A grievance is any dispute which involves the interpretation or application of any provision of this MOU excluding, however, those provisions of this MOU which specifically provide that the decision of any County official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure. The Association may represent the employee at any stage of the process. Grievances must be filed within thirty (30) days of the incident or occurrence about which the employee claims to have a grievance and shall be processed in the following manner:

Step 1. Any employee or group of employees who believes that a provision of this MOU has been misinterpreted or misapplied to his or her detriment shall discuss the complaint with the employee's

SECTION 24 - GRIEVANCE PROCEDURE

immediate supervisor, who shall meet with the employee within five (5) days of receipt of a written request to hold such meeting.

Step 2. If a grievance is not satisfactorily resolved in Step 1 above, the employee may submit the grievance in writing within ten (10) work days to such management official as the department head may designate. This formal written grievance shall state which provision of the MOU has been misinterpreted or misapplied, how misapplication or misinterpretation has affected him or her to his or her detriment, and the redress he or she seeks. A copy of each written communication on a grievance shall be filed with the Director of Human Resources. The department head or his or her designee shall have ten (10) work days in which to respond to the grievance in writing.

Step 3. If a grievance is not satisfactorily resolved in Step 2 above, the employee may appeal in writing within seven (7) work days to the Director of Human Resources. The Director of Human Resources or designee shall have twenty (20) work days in which to investigate the merit of the complaint and to meet with the department head and the employee and attempt to settle the grievance and respond in writing.

Step 4. No grievance may be processed under this Step 4 which has not first been filed and investigated in accordance with Step 3 above and filed within seven (7) work days of the written response of the Director of Human Resources 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 within seven (7) work days to an Adjustment Board comprised of three (3) Association representatives, no more than two (2) of whom shall be either an employee of the County or an elected or appointed official of the Association 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 shall meet and render a decision within twenty (20) work days of receipt of the written request.

Step 4 of the grievance procedure may be waived by the written mutual agreement of the parties.

Step 5. If an Adjustment Board is unable to arrive at a majority decision, either the employee (or the County, when alleging a violation of Section 24.5) may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the employee and the Director of Human Resources. Such request shall be submitted within twenty (20) work days of the rendering of the Adjustment Board decision. Within twenty (20) days of the request for arbitration the parties shall mutually select an arbitrator. The fees and expenses of the arbitrator and of the Court Reporter shall be shared equally by the employee and the County. Each party, however, shall bear the costs of its own presentation, including preparation and post hearing briefs, if any.

If the parties cannot initially agree on a neutral arbitrator, either may request a list of five (5) arbitrators from the State Mediation and Conciliation Service. If they cannot agree on an arbitrator from that list, they shall strike alternatively from the list, with the first to strike to be determined by lot, and the last remaining name shall be the arbitrator.

Scope of Adjustment Board and Grievance Arbitration Decisions.

SECTION 24 - GRIEVANCE PROCEDURE

- A. Decisions of Adjustment Boards and arbitrators on matters properly before them shall be final and binding on the parties hereto, to the extent permitted by law.
- B. No Adjustment Board and no arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Union which has been certified as the recognized employee organization for such unit and unless such dispute falls within the definition of a grievance as set forth in Subsection 24.1 above.
- C. Proposals to add to or change this MOU or to change written agreements supplementary hereto shall not be arbitrable and no proposal to modify, amend, or terminate this MOU, nor any matter or subject arising out of or in connection with such proposals, may be referred to arbitration under this Section. Neither any Adjustment Board nor any arbitrator shall have the power to amend or modify this MOU or written agreements supplementary hereto or to establish any new terms or conditions of employment.
- D. If the Director of Human Resources in pursuance of the procedures outlined in Step 3 above, or the Adjustment Board in pursuance of the provisions of Step 4 above resolve a grievance which involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time.
- E. No change in this MOU or interpretations thereof (except interpretations resulting from Adjustment Board or arbitration proceedings hereunder) will be recognized unless agreed to by the County and the Union.

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

24.3 Immediate Arbitration.

- A. The DSA may waive the grievance procedure time limits specified in this Section and proceed to Immediate Arbitration in any case where the DSA alleges that the County is in violation of this Agreement in so short a period of time as to disallow the DSA from proceeding within the time limits of this Section. That is, the situation is one where damages or back pay is not an appropriate remedy, one of "irreparable injury". For example, grievances involving disciplinary actions where there is a loss of pay, compensation claims, and the like will not be processed under the provisions of this section. However, the method of proceeding to Immediate Arbitration must be done consistent with the following provisions.
- B. The affected employee(s), or the DSA, must first attempt to resolve the matter by meeting with the appropriate supervisor/manager, at the Division level.
- C. If the matter is not resolved, the DSA only may file a demand for Immediate Arbitration.

SECTION 24 - GRIEVANCE PROCEDURE

- D. The arbitration shall take place no earlier than the fifteenth (15th) day following the request by the DSA for such Immediate Arbitration, unless otherwise mutually agreed. During the two week period (fourteen calendar days) immediately following the request for Immediate Arbitration, the responding party shall have the opportunity to attempt to resolve the dispute.
- E. Where the County is the responding party, the Sheriff and Director of Human Resources, or their designated representatives jointly, shall have the opportunity to meet with or otherwise communicate with appropriate DSA representatives, in an attempt to resolve the dispute. At this meeting the parties shall provide to each other as much information pertinent to this case as is reasonably possible.
- F. Once the request for Immediate Arbitration is filed, the parties shall (even though dispute resolution discussions are going on during the two week period) attempt to agree upon a neutral arbitrator and to obtain a date for arbitration hearing as soon as possible immediately following the two week period.
- G. The parties will attempt to have a standing list of available Immediate Arbitrators. If the parties are unable to agree on an arbitrator, the parties shall obtain a list of five (5) names from the State Mediation and Conciliation Service. Each party may strike one name from the list and of those arbitrators remaining on the list, the arbitrator who can first hear the matter shall be selected. The parties may, by mutual agreement, use another method of selecting the arbitrator.
- H. The arbitrator shall have only the authority to decide issues involving the interpretation or application of this MOU as described in Subsection A herein. Furthermore, the arbitrator shall not have the authority to add to, subtract from, change, or modify any provision of this MOU. This provision does not expand what is arbitrable under this MOU.
- I. Unless the parties agree otherwise, closing argument shall be presented orally at the end of the hearing, and if possible, the arbitrator shall issue his ruling immediately thereafter.
- J. Nothing herein shall preclude the parties from attempting to resolve the dispute while the grievance is pending.
- K. The parties shall attempt to have the arbitration proceedings completed as quickly as possible.
- L. Only four (4) such Immediate Arbitrations (as opposed to demands for immediate arbitration) may be held in any fiscal year (July 1 - June 30). However, the parties may mutually agree on Immediate Arbitration, which shall not count as one of the four.
- M. Until such time as four (4) arbitrations in a fiscal year have been held pursuant to this section, the DSA agrees not to seek injunctive relief to preserve the jurisdiction of the arbitrator.

SECTION 24 - GRIEVANCE PROCEDURE

- N. If either party must file a petition to compel immediate arbitration (under Section 24.3) because of the refusal of the other party to agree to such immediate arbitration, then the losing party (petitioner or respondent) shall pay reasonable attorney fees and costs to the other party, not to exceed a maximum of \$3,000.

24.4 Compensation Complaints. All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Director of Human Resources. Only complaints which allege that employees are not being compensated in accordance with the provisions of this MOU shall be considered as grievances. Any other matters of compensation are to be resolved in the meeting and conferring process, if not detailed in the MOU which results from such meeting and conferring process shall be deemed withdrawn until the meeting and conferring process is next opened for such discussion. No adjustment shall be retroactive for more than six (6) months from the date upon which the complaint was filed.

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

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

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

24.6 Merit Board.

- A. All grievances of employees in representation units represented by the Association shall be processed under Section 24 unless the employee elects to apply to the Merit Board on matters within its jurisdiction.
- B. No action under Steps 3 and 4 of Subsection 24.1 above shall be taken if action on the complaint or grievance has been taken by the Merit Board, or if the complaint or grievance is pending before the Merit Board.

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

24.8 Letters of Reprimand. Letters of reprimand are subject to the grievance procedure but shall not be processed past Step 3 unless said letters are used in a subsequent discharge, suspension or demotion of the employee.

SECTION 24 - GRIEVANCE PROCEDURE

Letters of Reprimand shall be removed from an employee's file which are five (5) years old from the date issued unless subsequent disciplinary action has been taken and sustained against the employee for the same type of offense within said five (5) year period in which case the Letter of Reprimand is not subject to removal. However, where the subsequent disciplinary action consists of Letter(s) of Reprimand for the same type of offense, those letters (including the original letter) will be removed from the employee's file after five (5) years pass from the date the most recent letter is issued unless a different type of discipline (e.g., suspension, et al) for the same type of offense is taken and sustained during said five (5) year period. Those Letters of Reprimand which have been placed in an employee's file as a result of an Arbitrator's decision reducing a disciplinary action to a Letter of Reprimand will be reviewed by the Sheriff who in his sole discretion will determine whether the five (5) year removal period will apply.

24.9 Corrective Counseling System. The Corrective Counseling System is a method of training and counseling employees in an effort to improve behavior and performance without the negative effects of lasting disciplinary measures. It will hereafter consist of three phases, or levels, with procedures and policies for administration developed within the Department. Placement into the Corrective Counseling System is not subject to the grievance procedure.

There shall be no mention of the phase program in any employee's evaluation, although the circumstances allegedly supporting the starting, the ending, or the continuing of a phase, may be mentioned. This does not affect any other rights or responsibilities of the parties with regards to the performance per se.

An employee placed into a Phase of the Corrective Counseling System may appeal the placement through a formal department hearing process. Following are the guidelines and procedures to be utilized in the process:

- a. Hearing Officer. The phase placement appeal will be heard by the Commander not in the employee's direct chain of command, hereafter referred to as the Hearing Officer. The Hearing Officer has the authority to set aside the phase placement completely or decrease the phase to any lower level.
- b. Notification of Intent to Appeal. Upon receipt of the Phase memo, the affected employee has seven (7) calendar days to deliver written documentation of an intent to appeal the phase placement. The intent to appeal memo is to be addressed to the Hearing Officer, with a copy to the employee's Division Commander. The appeal process defers the starting date of the phase period.
- c. Hearing Date. Upon receipt of the intent to appeal memo, the Hearing Officer will schedule a hearing date and notify the affected employee at least seven (7) calendar days prior to the hearing date. The hearing date shall be within twenty-one (21) calendar days of the Hearing Officer's receipt of the intent to appeal unless one of the primary parties involved is unavailable, in which case the hearing will be scheduled as soon as practical upon the return to work of the parties.
- d. The Hearing. For Phase I and II actions, the employee may submit a written request for hearing to the Hearing Officer. The Hearing Officer will review the request and

SECTION 25 - DEPARTMENT INVESTIGATIONS

determine if there is a basis for a formal hearing. An alternate informal process exists which would allow the employee and his/her representative to meet and discuss the phase placement in accordance with the established open door policy of the Department.

For Phase III appeals, the Hearing Officer will determine the parties to be present at the hearing, except that the affected employee will be present, and a maximum of two (2) representatives of the employee's choice.

In general, witnesses will not be called or allowed; however, the affected employee may submit written statements from the employee (or others) which will support the appeal.

The entire appeal hearing will be tape recorded. The tape will be kept (and be available) in the Administration Division, and will be erased when the phase is no longer in effect. Upon his request and at his expense, the employee may tape the hearing.

The Hearing Officer will weigh all testimony and attempt to determine the facts surrounding the phase placement.

- e. Results. The Hearing Officer will report his decision in a brief memo to the employee within five (5) business days of the hearing.

If the decision upholds the original recommendation or decreases the phase level, the phase period begins on the date of the Hearing Officer's decision.

If the Hearing Officer determines that a phase was not appropriate, all reference to the phase incident and hearing will be immediately purged from the personnel file, and the Hearing Officer's written decision will be sent to the affected employee.

SECTION 25 - DEPARTMENT INVESTIGATIONS

It has always been and shall continue to be, the Sheriff's position that all internal investigations shall be conducted in a professional and timely manner. The scope and intent of all legal and policy mandates shall be adhered to during all phases of the investigation. This includes that the confidentiality of all information gained during the inquiry shall be consistent with present legal restraints relative to discovery and disclosure.

SECTION 26 - LABOR/MANAGEMENT COMMITTEE

- A. There shall be established a Labor/Management Committee to maximize communications between the parties in the area of labor relations.
- B. There shall be four (4) representatives of Management and four (4) representatives of the Association, with the DSA representatives time treated as if the meeting were held under Government Code Section 3505.

SECTION 27 - PREMIUM PAYS

- C. The meetings shall begin in the first full month after the adoption by the Board of Supervisors of this MOU and continue every other month thereafter.

SECTION 27 - PREMIUM PAYS

27.1 Non-Sworn Training Officer Program. Non-sworn Training Officer assignments are for a one (1) year period; each year current non-sworn Training Officers must be reevaluated for assignment to non-sworn Training Officer status. It is further understood that the designation as a non-sworn Training Officer shall be at the sole discretion of the Sheriff.

Non-sworn Training Officers will receive a flat \$200 per month for period so assigned, regardless of whether or not they are actually training during the month.

27.2 Lead Deputy Sheriff/Corporal Assignment.

- A. Effective October 1, 1999, a Lead Deputy Sheriff/Corporal assignment is established to assist with training and other duties to be determined by the process set forth in Section 49.B - Labor/Management Committee. A Lead Deputy Sheriff/Corporal will receive an increase of five percent (5%) of base salary for the period so assigned. It is further understood that the assignment as a Lead Deputy Sheriff/Corporal shall be at the sole discretion of the Sheriff.
- B. Effective October 1, 1999, all Deputy Sheriffs currently designated as Training Officers shall receive the five percent (5%) increase in base salary set forth in Section 27.2.A above, in lieu of the \$200 per month premium pay they previously received as Training Officers.
- C. A Lead Deputy Sheriff/Corporal assignment as a Training Officer is for a one (1) year period; each year, current Lead Deputy Sheriff/Corporals assigned as Training Officers must be reevaluated for assignment to Lead Deputy Sheriff/Corporal status. It is further understood that the assignment as a Lead Deputy Sheriff/Corporal shall be at the sole discretion of the Sheriff.

27.3 Investigators. Effective January 1, 2007 Investigators assigned to the Investigations Division will receive a flat increase of \$218 per month for period so assigned.

27.4 Hazard Pay for Non-Sworn Detention Division. The County shall pay a five percent (5%) differential above the base rate of pay for non-sworn employees assigned to the Detention Division effective the first pay period after adoption of this MOU by the Board of Supervisors.

27.5 Longevity Pay (Non-Sworn). Effective July 1, 2008, non-sworn employees at ten (10) years of County service shall receive a two and one-half percent (2.5%) longevity pay differential. County agrees to pay such benefit regardless of the term of the MOU.

Effective July 1, 2012, non-sworn employees with twenty (20) years of non-sworn County service shall receive an additional longevity pay differential of two percent (2.0%).

27.6 Longevity Pay (Sworn). County and DSA agree to delete the benefits provided for in Section 27 Physical Fitness Health Care in the 1998-2001 MOU, except as it applies to Sheriff's Aides, and replace it with the following language:

Upon completion of fifteen (15) years sworn service, employees shall be eligible for a five percent (5%) base salary differential.

Effective July 1, 2012, sworn employees with twenty (20) years of sworn County service, shall receive an additional two percent (2.0%) longevity pay differential.

SECTION 28 – EFFECTIVE July 1, 2008 – December 31, 2011

SECTION 28- RETIREMENT CONTRIBUTION

28.1 Employer/Employee Contributions.

- A. Pursuant to Government Code Section 31581.1, the County will continue to pay fifty percent (50%) of the retirement contributions normally required of employees. Such payments shall continue for the duration of this MOU, and shall terminate thereafter. Employees shall be responsible for payment of the employee's contribution for the retirement cost of living program as determined by the Board of Retirement of the Contra Costa County Employees' Retirement Association without the County paying any part of the employee's share. The County will pay the remaining one-half (1/2) of the retirement cost-of-living program contribution.
- B. Employees represented by DSA who are Tier II members of the Contra Costa County Employees' Retirement Association (CCCERA) are entitled to elect to become Tier III members as provided in Subsection 1 below. DSA members who elect Tier III membership will be required to fund any increased costs as provided in Subsection 2, below.
 - 1. Employees represented by DSA enrolled in Tier II who have attained five (5) years of retirement credited service, shall have a ninety (90) days from the date of said five (5) year anniversary to make a one time irrevocable election of the Tier III Retirement Plan.
 - 2. The County's employer contributions and subvention of employee contributions for members of the DSA electing Tier III, which exceed those which would be required for Tier III membership as of October 1, 1998, shall be paid by the employees in the bargaining unit, subject to the following:
 - a. The amount of the employee's retirement contribution shall be established by the County Employees' Retirement Association and shall be based on the employee's age at entry into the retirement system.

SECTION 27 - PREMIUM PAYS

- b. If the County's retirement costs increase after October 1, 1998 as a result of the operation of Tier III, or if the CCCERA's actuaries determine in future years that the County's retirement costs have increased and that the increase is attributable to the impact of Tier III on the County's retirement costs after October 1, 1998, such increase shall be funded by reducing the general wage increase(s) agreed upon in future years, to the extent that future wage increases are granted; and the general wage increase(s) of all employees represented by DSA shall be reduced accordingly, provided that such increased costs shall be charged to the bargaining unit only to the extent that the increased costs exceed \$72,000 per year.
- c. In the event the County and the Labor Coalition reach an agreement which is effective during the term of this MOU that provides that the County will not seek reimbursement for increases in the County's retirement costs attributable to the creation of Tier III and/or the impact of Tier III on the County's retirement costs as specified in the previous paragraph, the County will apply the same proportional cost rationale and formula to this section.

Effective October 1, 2002, Tier 2 of the retirement plan shall be eliminated and all employees in Tier 2 of the retirement plan shall be placed in Tier 3.

Employees in Tier 2 with ten (10) or more years of County/District service, will be eligible to participate in the County's buy back program. Employees may replace Tier 2 benefits with Tier 3 benefits as follows:

1. Employee buys back two (2) years, County will buy back one (1) year for a total of three (3) years of buyback.
2. Employee buys back four (4) years, County will buy back two (2) years for a total of six (6) years of buyback.
3. Employee buys back six (6) years, County will buy back three (3) years for a total of nine (9) years of buyback.

The Buy Back Program set forth in Section 28, which makes certain employees eligible to replace Tier Two service time with Tier Three service time on specified terms, terminates on November 1, 2011.

28.2 Safety Retirement Tiers- Current Employees

A. The parties agree to reopen this agreement to negotiate 1) the establishment of new safety retirement tiers for sworn employees who are members of the DSA bargaining unit and are employed by the County as of December 31, 2006; and 2) such employees' payment of a percentage of their retirement base to pay part of the employer's contribution for the cost of each retirement tier. This reopener is contingent upon the occurrence of all of the following:

1. Enactment of SB 24;
2. The parties' execution of a Memorandum of Understanding that includes among other things, the provisions expressed herein.
3. The County's receipt of a Private Letter Ruling from the IRS that protects the County and DSA members hired prior to January 1, 2007 from additional tax liability if said DSA members have the opportunity to elect new retirement tiers through the implementation of SB 524.

Absent mutual agreement on the establishment of new safety retirement tiers and/or the employees' payment of a percentage of their retirement base to pay part of the employer's contribution for the cost of each tier, no new tiers shall be established, and the employees' payment towards the employer's contribution will be unchanged.

B. The following tiers would be established:

1. In Safety Tier A, the retirement formula is "3 Percent at 50." The cost of living adjustment (COLA) to the retirement allowance shall not exceed three (3) percent per year. The employee's final compensation shall be based on a twelve (12) month salary average.
2. In Safety Tier B, the retirement formula is "3 Percent at 55." The cost of living adjustment (COLA) to the retirement allowance shall not exceed two (2) percent per year. The employee's final compensation shall be calculated based on a twelve (12) month salary average.
3. In Safety Tier C, the retirement formula is "3 Percent at 50." The cost of living adjustment (COLA) to the retirement allowance shall not exceed two (2) percent per year. The employee's final compensation shall be calculated based on a thirty-six (36) month salary average.

C. Method of Election.

1. Upon the occurrence of all of the following:
 - a. all of the contingencies listed in item A are met and the parties have reached the agreement referenced in item A;

SECTION 27 - PREMIUM PAYS

- b. actuarial studies by the County and by the Contra Costa County Employees Retirement Association ("CCCERA",) have been completed;
- c. the Board of Supervisors has adopted an ordinance or resolution making Government Code Section 31484.9 operative in this County;
- d. the Board of Supervisors has adopted such other ordinances or resolutions as may be necessary to implement the agreement referenced in item A;
- e. as required by section 31484.9, the County has prepared written information about the change in benefits for employees who elect to enter a new tier; and
- f. CCCERA has taken any other actions that may be necessary to implement the agreement referenced in item A;

the County shall work with CCCERA to provide a time period of no less than three (3) calendar months during which sworn members of the DSA bargaining unit who are County employees as of December 31, 2006, may make a written irrevocable election to 1) waive and release all rights to retirement benefits under Safety Tier A for the period of service following the election and 2) enter either Safety Tier B or Safety Tier C for the period of service following the election.

2. An employee who elects to enter Safety Tier B or Safety Tier C shall have his or her retirement benefits calculated on the basis of Safety Tier A for the period of service prior to the election.

D. The parties agree that the provisions of Government Code section 31484.9 shall apply to sworn members of the Deputy Sheriff's Association.

28.3 Payment of Employer Contribution. Beginning October 1, 2006 and through the term of this Memorandum of Understanding and any extension thereof, a sworn member of the DSA bargaining unit who was employed by the County as of December 31, 2006 shall pay three percent (3%) of his or her retirement base to pay part of the employer's contribution for the cost of Safety Tier A. This is a reduction in the amount sworn DSA members have been required to pay toward the employer's contribution for the cost of Safety Tier A under the 2002 Memorandum of Understanding (This started as a 2.25% deduction in the initial year, and then became a 9 % deduction). "Retirement base" means base salary and other payments, such as salary differential and flat rate pay allowances, used to compute retirement benefits.

28.4 Thirty Years of Continuous Service as a Safety Member. Effective January 1, 2007 through the term of this Memorandum of Understanding and any extensions thereof, a DSA member with credit for more than 30 years of continuous service as a safety member shall not make payments from his or her retirement base to pay part of the employer's contribution for the cost of Safety Tier A.

28.5 Safety Retirement Tiers- Employees Hired or Rehired after December 31, 2006

A. For sworn employees hired by the County after December 31, 2006, the retirement formula shall be "3 Percent at 50". The cost of living adjustment (COLA) to the retirement allowance shall not exceed two (2) percent per year. The employee's final compensation shall be based on his or her highest thirty six (36) month salary average. Effective January 1, 2007 through the term of the Memorandum of Understanding and any extension thereof, the employee will pay two and one-tenths percent (2.1%) of his or her retirement base to pay part of the employer's contribution for the cost of this retirement benefit. Safety Tiers A and B are closed to all employees initially hired after December 31, 2006.

B. Employees who left County service prior to December 31, 2006 and are rehired after that date shall not be eligible to elect a retirement tier. Such rehired employees shall be automatically placed in that retirement tier for which they are eligible under the County Employees Retirement Law.

SECTION 28 – EFFECTIVE January 1, 2012

SECTION 28- RETIREMENT CONTRIBUTION

28.1 Payment of Employee Contributions.

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

B. Buy Back Program.

1. Effective October 1, 2002, Tier 2 of the retirement plan shall be eliminated and all employees in Tier 2 of the retirement plan shall be placed in Tier 3.

Employees in Tier 2 with ten (10) or more years of County/District service, will be eligible to participate in the County's buy back program. Employees may replace Tier 2 benefits with Tier 3 benefits as follows:

- a. Employee buys back two (2) years, County will buy back one (1) year for a total of three (3) years of buyback.
- b. Employee buys back four (4) years, County will buy back two (2) years for a total of six (6) years of buyback.
- c. Employee buys back six (6) years, County will buy back three (3) years for a total of nine (9) years of buyback.

SECTION 27 - PREMIUM PAYS

2. The Buy Back Program set forth in Section 28, which makes certain employees eligible to replace Tier Two service time with Tier Three service time on specified terms, terminates on November 1, 2011.

28.2 Safety Retirement Tier Elections - Employees Hired or Rehired Before January 1, 2013.

- A. If either the Internal Revenue Service issues guidance acceptable to both parties, or the County receives a Private Letter Ruling from the IRS, that protects the County and DSA members hired prior to January 1, 2013, from additional tax liability, DSA members will have the opportunity to elect new retirement tiers pursuant to Government Code section 31484.9.

- B. The following tiers are established:

1. In Safety Tier A, the retirement formula is "3 Percent at 50." The cost of living adjustment (COLA) to the retirement allowance shall not exceed three (3) percent per year. The employee's final compensation shall be based on a twelve (12) month salary average.
2. In Safety Tier C, the retirement formula is "3 Percent at 50." The cost of living adjustment (COLA) to the retirement allowance shall not exceed two (2) percent per year. The employee's final compensation shall be calculated based on a thirty-six (36) month salary average.
3. In Safety Tier D, the retirement formula is "3 percent at 55." The cost of living adjustment to the retirement allowance (COLA) shall not exceed two percent (2%) per year, and the cost of living adjustment will be banked. The employee's final compensation will be based on his/her average annual compensation earnable during a consecutive thirty-six month period. On the employee's retirement date, the employee's retirement allowance will not exceed ninety percent (90%) of his/her final compensation.

C. Method of Election.

1. Upon the occurrence of all of the following:
 - a. the contingency listed in subsection A is met;
 - b. actuarial studies by the County and by the Contra Costa County Employees Retirement Association ("CCCERA"), have been completed;
 - c. the Board of Supervisors has adopted such ordinances or resolutions as may be necessary to implement the election;
 - d. as required by Government Code section 31484.9, the County has prepared written information about the change in benefits for employees who elect to enter a new tier; and

- e. CCCERA has taken any other actions that may be necessary to implement the election;

the County shall work with CCCERA to provide a time period of no less than three (3) calendar months during which sworn members of the DSA bargaining unit who are in Safety Tier A as of December 31, 2012, may make a written irrevocable election to 1) waive and release all rights to retirement benefits under Safety Tier A for the period of service following the election and 2) enter Safety Tier D for the period of service following the election.

In addition, the County shall work with CCCERA to provide a time period of no less than three (3) calendar months during which sworn members of the DSA bargaining unit who are in Safety Tier C as of December 31, 2012, may make a written irrevocable election to 1) waive and release all rights to retirement benefits under Safety Tier C for the period of service following the election and 2) to enter Safety Tier D for the period of service following the election.

Employees electing to enter Safety Tier D will enter Safety Tier D on the first day of the first calendar month after the close of the election period.

- 2. An employee in Safety Tier A who elects to enter Safety Tier D shall have his/her retirement benefits calculated on the basis of Safety Tier A for the period of service prior to the election. An employee in Safety Tier C who elects to enter Safety Tier D shall have his/her retirement benefits calculated on the basis of Safety Tier C for the period of service prior to the election.

- D. The parties agree that the provisions of Government Code section 31484.9 shall apply to sworn members of the Deputy Sheriff's Association.

28.3 Payment of Employer Contribution – Tier A. Through the term of this Memorandum of Understanding and any extension thereof, a sworn member of the DSA bargaining unit who was employed by the County as of December 31, 2006, shall pay three percent (3%) of his/her retirement base to pay part of the employer's contribution for the cost of Safety Tier A. "Retirement base" means base salary and other payments, such as salary differential and flat rate pay allowances, used to compute retirement benefits.

Effective June 29, 2013, the payment of the 3% that the employee pays of his/her retirement base to pay part of the employer's contribution for the cost of Safety Tier A will cease.

28.4 Tier A - Thirty Years of Continuous Service as a Safety Member. Through the term of this Memorandum of Understanding and any extensions thereof, a DSA member with credit for more than 30 years of continuous service as a safety member shall not make payments from his or her retirement base to pay part of the employer's contribution for the cost of Safety Tier A.

SECTION 29- SAFETY

28.5 Safety Retirement Tier C - Employees Hired or Rehired after December 31, 2006, but Before January 1, 2013.

- A. For sworn employees hired by the County after December 31, 2006, but before January 1, 2013, the retirement formula shall be "3 Percent at 50". The cost of living adjustment (COLA) to the retirement allowance shall not exceed two (2) percent per year. The employee's final compensation shall be based on his or her highest thirty six (36) month salary average. Through the term of this Memorandum of Understanding and any extension thereof, the employee will pay two and one-tenths percent (2.1%) of his or her retirement base to pay part of the employer's contribution for the cost of Safety Tier C. Safety Tier A is closed to all employees initially hired after December 31, 2006.

Effective June 29, 2013, the payment of the 2.1% that the employee pays of his/her retirement base to pay part of the employer's contribution will cease.

- B. Employees who left County service prior to December 31, 2006 and are rehired after that date shall not be eligible to elect a retirement tier. Such rehired employees shall be automatically placed in that retirement tier for which they are eligible under the County Employees Retirement Law.
- C. Safety Tier C is closed to all employees initially hired after December 31, 2012.

28.6 Safety Retirement Tier D – Employees Hired or Rehired after December 31, 2012.

- A. Retirement Benefit. For sworn employees hired by the County after December 31, 2012, and designated by CCCERA as safety members, the retirement formula will be three percent (3%) at fifty-five (55) years of age. The cost of living adjustment to the retirement allowance will not exceed two percent (2%) per year, and the cost of living adjustment will be banked. The employee's final compensation will be based on his/her average annual compensation earnable during a consecutive thirty-six month period. On the employee's retirement date, the employee's retirement allowance will not exceed ninety percent (90%) of his/her final compensation. This retirement benefit will be known as Safety "Tier D."
- B. The disability provisions for Tier D will be the same as the Tier A disability provisions.
- C. Sworn Employees who left county service prior to December 31, 2012, and are rehired after that date shall be automatically placed in Tier D unless otherwise required by law.
- D. The County will seek enabling legislation amending the County Employees Law of 1937 to implement Tier D. The union must support the legislation, in addition to the County.

SECTION 29- SAFETY

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

SECTION 30- MILEAGE

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

SECTION 31- PAY WARRANT ERRORS

If an employee receives a pay warrant which has an error in the amount of compensation to be received and if this error occurred as a result of a mistake by the Auditor-Controller's Department, it is the policy of the Auditor-Controller's department that the error will be corrected and a new warrant issued within forty-eight (48) hours, exclusive of Saturdays, Sundays and holidays from the time the department is made aware of and verifies that the pay warrant is in error.

Pay errors discovered by the County on or after August 1, 1984 found in employee pay shall be corrected as soon as possible as to current pay rate but that no recovery of either overpayments or underpayments to an employee shall be made retroactively except for the six (6) month period immediately preceding discovery of the pay error. This provision shall apply regardless of whether the error was made by the employee, the appointing authority or designee, the Director of Human Resources or designee, or the Auditor-Controller or designee. Recovery of fraudulently accrued over or underpayments are excluded from this section for both parties.

When the County notifies an employee of an overpayment and proposed repayment schedule and the employee wishes to meet with the County, a meeting will be held at which time a repayment schedule shall be determined.

If requested by the employee, an Association representative may be present at a meeting with management to discuss a repayment schedule in the case of overpayments to the employee.

SECTION 32- PROVISIONAL APPOINTMENT

Whenever an appointing authority makes a request for personnel to fill a position in a class for which no reemployment or employment list is available, or in a class for which no eligible or insufficient eligibles to complete the certification will accept appointment to the position, the Director of Human Resources may authorize the appointing authority to appoint any person who possesses the minimum qualifications for the class as set forth in the class specifications, provided that the names of eligibles available and the names of persons who have indicated their intention to take the next examination for the class shall be referred to the appointing authority at the time authorization is issued.

In no case shall a permanent position be filled by a provisional appointment for a period exceeding six (6) calendar months except under the following conditions:

SECTION 33- PERSONNEL FILES

- a. If an examination has been announced for the class and recruitment of applicants is in process, the Director of Human Resources may authorize a continuation of provisional appointments until an eligible list is established.
- b. In case of a provisional appointment to a permanent position vacated by a leave of absence, such provisional appointment may be continued for the duration of said leave.

A provisional appointment shall be terminated within thirty (30) days after the date of certification of eligibles from an appropriate eligible list.

All decisions of the Director of Human Resources relative to provisional appointments are final and not subject to the grievance procedure.

Before filling a position by a provisional appointment, the appointing authority shall post notice and shall consider current qualified employees for the appointment. Only if there are insufficient internal applicants to constitute a full certification may the appointing authority consider applicants from outside County service.

SECTION 33- PERSONNEL FILES

An employee shall have the right to inspect and review any official record(s) relating to his or her performance as an employee or to a grievance concerning the employee which is kept or maintained by the County in the employee's personnel file in the Human Resources Department or in the employee's personnel file in their department. The contents of such records shall be made available to the employee for inspection and review at reasonable intervals during the regular business hours of the County.

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

All documents pertaining to disciplinary actions shall be placed in an official personnel file maintained by the Human Resources Department or in an official personnel file maintained by their department. Copies of written reprimands or memoranda pertaining to an employee's unsatisfactory performance which are to be placed in the employee's personnel file shall be given to an employee who shall have the right to respond in writing to said documents. Letters of reprimand are subject to the grievance procedure but shall not be processed past Step 3 unless said letters are used in a subsequent discharge, suspension or demotion of the employee. Copies of letters of commendation which are to be placed in the employee's personnel file will be given to the employee. Employees have the right to review their official personnel files which are maintained in the Human Resources Department or by their department. In a case involving a grievance or disciplinary action, the employee's designated representative may also review his or her personnel file with specific written authorization from the employee.

SECTION 34- SERVICE AWARDS

The Association will be given a list of all types of personnel files maintained by the Sheriff.

SECTION 34- SERVICE AWARDS

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

The following procedures shall apply with respect to service awards:

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

SECTION 35 - REIMBURSEMENT FOR MEAL EXPENSES/CHARGE FOR DETENTION DIVISION MEALS

A. Reimbursement for Meal Expenses.

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

1. When the employee is required to be out of his/her regular or normal work area during a meal hour because of a particular work assignment and with prior approval of the department head or his designee.
2. When the employee is required to stay over to attend consecutive or continuing afternoon and night sessions of a board or commission.
3. When the employee is required to incur expenses as host for official guests of the County, work as members of examining boards, official visitors, and speakers or honored guests at banquets or other official functions.
4. When the employee is required to work three (3) or more hours of overtime; in this case he or she may be reimbursed in accordance with the Administrative Bulletin on Expense Reimbursement.

Meal costs will be reimbursed only when eaten away from home or away from the facility in the case of employees at 24-hour institutions.

SECTION 36- COMPENSATION FOR LOSS OR DAMAGE TO PERSONAL PROPERTY

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

B. Charge for Detention Division Meals.

Personnel represented by the DSA and permanently assigned to the Detention Division will have fifteen dollars (\$15.00) per month deducted from their pay checks in exchange for meals provided by the Department. The employee may choose not to eat facility food. In that case no fees will be deducted.

Employees will indicate their option upon transfer into the Detention Division and, during the month of January each year, employees may make a new determination. Current Detention employees will have the month following ratification of the contract to exercise their option.

SECTION 36- COMPENSATION FOR LOSS OR DAMAGE TO PERSONAL PROPERTY

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

- a. The loss or damage must result from an event which is not normally encountered or anticipated on the job and which is not subject to the control of the employee.
- b. Ordinary wear and tear of personal property used on the job is not compensated.
- c. Employee tools or equipment provided without the express approval of the department head and automobiles are excluded from reimbursement.
- d. The loss or damage must have occurred in the line of duty.
- e. The loss or damage was not a result of negligence or lack of proper care by the employee.
- f. The personal property was necessarily worn or carried by the employee in order to adequately fulfill the duties and requirements of the job.
- g. The loss or damage to an employee's dentures or other prosthetic devices did not occur simultaneously with a job connected injury covered by Workers' Compensation.
- h. The amount of reimbursement shall be limited to the actual cost to repair damages. Reimbursement for items damaged beyond repair shall be limited to the actual value of the item at the time of loss or damage but not more than the original cost.
- i. The burden of proof of loss rests with the employee.

SECTION 37- UNFAIR LABOR PRACTICE

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

36.2 Policies & Practices. The employer will continue its present policies and practices with regard to loss or damage to personal property. This MOU provision does not constitute a waiver by the DSA or an affected employee to litigate in court the legality of portions of the policies dealing with limiting reimbursement because of alleged employee negligence or wrongdoing.

SECTION 37- UNFAIR LABOR PRACTICE

Either the County or the Association may file an unfair labor practice as defined in Chapter 34-22 of the Board of Supervisors Resolution 81/1165 against the other (see Attachment C). Allegations of an unfair labor practice, if not resolved in discussions between the parties, shall be heard by a mutually agreed upon impartial third party.

SECTION 38- LENGTH OF SERVICE DEFINITION (for service awards and vacation accruals)

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

SECTION 39- PERMANENT PART-TIME EMPLOYEE BENEFITS

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

SECTION 40- PERMANENT-INTERMITTENT EMPLOYEE BENEFITS

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

SECTION 41 - PERMANENT-INTERMITTENT EMPLOYEE HEALTH PLAN

A permanent-intermittent employee represented by the DSA may participate in the County Group Health Plan wholly at the employee's expense. The County will not contribute to the employee's monthly premium. The employee will be responsible for paying the monthly premium appropriately

SECTION 42- PROVISIONAL EMPLOYEE BENEFITS

and punctually. Failure to meet the premium deadline will mean automatic and immediate withdrawal from the County Group Health Plan and reinstatement may only be effectuated during the annual open enrollment period.

SECTION 42- PROVISIONAL EMPLOYEE BENEFITS

Provisional employees, who are not permanent employees of the County immediately prior to their provisional appointment, are eligible for vacation and sick leave benefits.

Provisional employees may participate in the County Group Health Plan wholly at the employee's expense. The County will not contribute to the employee's monthly premium. The employee will be responsible for paying the monthly premium appropriately and punctually. Failure to meet the premium deadline will mean automatic and immediate withdrawal from the County Group Health Plan and reinstatement may only be effectuated during the annual open enrollment period.

SECTION 43- LUNCH PERIOD

Employees assigned to either the Investigation Division or the Criminalistics Laboratory may select either a one-half (1/2) hour or one (1) hour lunch period, it being understood that such selection should be for periods of no less than three (3) months; it being further understood that the Department retains the right to assign starting times.

SECTION 44- COMPENSATION FOR OFF-DUTY CANINE CARE

1. **Compensable Off-Duty Ordinary Canine Care:** Compensable off-duty ordinary canine care includes, but is not limited to, handling, caring, feeding, exercising, grooming, bathing, kennel cleaning, cleaning of County vehicles, and ordinary transport to and from the veterinarian, but does not include commute time which is not compensable. The amount of compensable off-duty ordinary canine care for employees assigned to the Canine Program (canine handlers) is 14 hours per 28-day work period (30 minutes per day). This amount is a good faith estimate, intended to be comprehensive, accurate and inclusive of all pertinent facts. The parties agree that off-duty ordinary canine care time in excess of this agreed-upon time is not authorized and is not compensable.
2. **Compensation:** In each 28-day work period, canine handlers will work regular duty time, plus 14 hours of compensable off-duty ordinary canine care work -- i.e., 174 hours in a 28-day period. For the hours worked over 171 to 174 hours in each 28-day work period, canine handlers will be paid overtime for the three hours (using the half time method) at the applicable rate, plus any additional contract premium needed to ensure that the total per month for regular, off duty canine care per canine handler amounts to \$200. Hours worked over 174 in a 28 day period shall be paid at the applicable contract overtime rate.

Canine handlers will also be eligible for paid overtime for emergency off-duty canine care (which is over and beyond ordinary canine care), provided the canine handler reports such

SECTION 45- BILINGUAL PAY

occurrence in writing to his or her supervisor as soon as possible, and no later than the first shift worked after the emergency occurrence.

Effective January 1, 2007, the above \$200 per month premium for off duty canine care shall be increased to \$245.25 per month.

3. **Canine Expenses:** The County will pay veterinarian (visits, procedures, and prescriptions), kenneling, and food expenses related to participating canines. The County will pay up to \$750, on a one-time basis and not exceeding actual cost, for a home kennel.
3. **Miscellaneous:** The parties agree that the compensation paid for off-duty canine care under this MOU fully satisfies the County's obligations under the Fair Labor Standards Act ("FLSA"), and is limited to \$200 per month (effective October 1, 2003, \$225 per month). In the event any claim is made that this compensation does not fully satisfy the County's obligations under the FLSA, contrary to the mutual intent of the parties, the County may require a re-opener regarding the Canine Program to ensure compliance with the FLSA and to effectuate the intent of the parties. Effective December 5, 2006 such amount shall be increased from \$225 (two hundred twenty five dollars) to \$245.25 (two hundred forty five dollars and twenty five cents).

SECTION 45- BILINGUAL PAY

SWORN:

A salary differential of one hundred dollars (\$100.00) per month shall be paid incumbents of positions requiring bilingual proficiency as designated by the appointing authority and the Director of Human Resources. Said differential shall be paid to eligible employees in paid status for any portion of a given month. Designation of positions for which bilingual proficiency is required is the sole prerogative of the County.

If during the term of this MOU, the County increases the Bilingual Pay for other bargaining units, the County will extend that increase to the DSA bargaining unit members. The increase will be implemented on prospective basis only and will not be subject to retroactivity.

NON-SWORN:

Effective January 1, 2007, the current Bilingual rate for non-sworn personnel shall be increased to one hundred dollars (\$100).

SECTION 46- UNIFORMS

46.1 Uniform Allowance. Effective January 1, 2007, employees eligible for the uniform allowance will receive a total of eight hundred seventy two dollars (\$872) per year. Uniform allowance is paid for the purchase of uniforms and the cleaning and maintenance of uniforms and equipment.

The above paragraph applies to employees in the following classifications: Sergeant, Deputy Sheriff, Deputy Sheriff-Recruit, Sheriff's Dispatcher I and II, Supervising Sheriff's Dispatcher, Sheriff's Aide, Rangers, and Sheriff's Specialist.

46.2 Uniform Allowance Method of Payment. Effective July 1, 1994 employees who are eligible for the uniform allowance will receive such allowance included in their monthly pay warrants.

46.3 S.W.A.T. Uniform. The department shall provide all employees accepted into S.W.A.T. with the necessary uniform and equipment.

46.4 Criminalists. The department will provide up to two (2) shirts per year for employees in the following classifications:

6DWB	Criminalist I
6DVC	Criminalist II
6DTA	Criminalist III
6D7B	Criminalistics Lab Aide
6D71	Criminalistics Lab Aide-Proj
6DWA, 6DVB, 6DTB	Deputy Sheriff Criminalists I, II, and III
6DHB	Deputy Sheriff Forensic Supervisors
6CHB	Forensic Supervisors
6CWB, 6CVB	Crime Scene Investigator I and II
64WH, 64VG	Fingerprint Examiner I and II
64HB	Supervising Fingerprint Examiner
64WJ, 64VH	Fingerprint Technician I and II
64HC	Supervising Fingerprint Technician

SECTION 47- PEACE OFFICER TRAINING

47.1 Incentive Program - Purposes. In accordance with the policies expressed in Penal Code Sections 13500 and following and Chapter 2 of Title 11 of the California Administrative Code (Sections 1000 and following); and to attract law enforcement officers with high education standards, to broaden the professional experience of present officers and to maintain a high quality police service to cope with increased demands placed upon this function, there is established the following career incentive program, which provides a career incentive allowance based on two and one-half percent (2.5%) of base pay for possessing the first P.O.S.T. certificate (intermediate) not required by the minimal qualifications of the class and an additional allowance based on two and one-half percent (2.5%) of base pay per month for possessing a second P.O.S.T. certificate (advanced) not required by the minimal qualifications of the class.

47.2 Incentive Program - Definitions. Unless otherwise specified or required by the context the following terms have the following meanings:

"Officer" means any peace officer member of the Sheriff's Department who occupies a permanent full-time position, in pay status, as a peace officer in this County.

SECTION 48- CRITICAL INCIDENT

"Intermediate peace officers standards and training certificate" and "advanced peace officer standards and training certificate" have the meanings defined in the regulations of the Commission on Peace Officer Standards and Training of the California State Department of Justice. (P.O.S.T.)

47.3 Incentive Program - Intermediate Certificate. Every officer in the classes of: Deputy Sheriff, Deputy Sheriff Forensic Supervisor, Deputy Sheriff-Criminalist I, II, III and Sergeant in the Sheriff's Department shall receive a career incentive allowance of two and one-half percent (2.5%) of base pay per month for the possession of a valid intermediate P.O.S.T. certificate.

47.4 Incentive Program - Advanced Certificate. Every in the classes of: Deputy Sheriff, Deputy Sheriff Forensic Supervisor, Deputy Sheriff-Criminalist I, II, III and Sergeant in the Sheriff's Department shall receive a career incentive allowance of two and one-half percent (2.5%) of base pay per month for the possession of a valid advanced P.O.S.T. certificate. This is in addition to the two and one-half percent (2.5%) allowance for the intermediate certificate.

47.5 Incentive Program - Pay Status. These allowances shall be in addition to regular compensation and shall not be considered part of the base pay for payroll computation purposes.

SECTION 48- CRITICAL INCIDENT

In the event the act or omission of a sworn officer causes the death or serious injury of another person, the officer's Division Commander shall place the employee on Administrative Leave (with pay) for the seventy-two (72) hours immediately following the incident.

SECTION 49 - ADOPTION

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

SECTION 50 - SCOPE OF AGREEMENT AND SEVERABILITY OF PROVISION

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

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

50. Severability of Provisions. Should any section, clause or provision of this MOU be declared illegal, unlawful or unenforceable, by final judgment of a court of competent jurisdiction, such

SECTION 51 - PAST PRACTICES AND EXISTING MEMORANDA OF UNDERSTANDING

invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this MOU.

50. Personnel Management Regulations. Where a specific provision contained in a section of this MOU conflicts with a specific provision contained in a section of the Personnel Management Regulations, the provision of this MOU shall prevail. It is recognized, however, that certain provisions of the Personnel Management Regulations may be supplementary to the provisions of this MOU or deal with matters not within the scope of representation and as such remain in full force and effect.

50.4 Duration of Agreement. This Agreement shall continue in full force and effect from July 1, 2008 to and including June 30, 2013.

SECTION 51 - PAST PRACTICES AND EXISTING MEMORANDA OF UNDERSTANDING

Continuance of working conditions and past practices not specifically authorized by ordinance or by resolution of the Board of Supervisors is not guaranteed by this MOU; provided, however, that only during the term of this MOU which expires September 30, 2005, the Association may claim a violation of a past practice. If the Association can demonstrate that such past practice exists by virtue of having been acknowledged and agreed to by Management and representatives of the Association or by employees represented by the Association who reach agreement with the Department Head on a specific policy covering a group of employees such as a reassignment policy, the alleged violation of said past practice will be subject to the grievance procedure. Those practices which have been agreed to by Management and not approved by the Department Head must be confirmed and approved by the Department Head within six (6) months from the below execution date of this MOU in order to be considered a past practice pursuant to this provision.

The execution of this MOU does not preclude the DSA from continuing to negotiate with the County regarding the establishment of a Labor-Management Trust Committee and the authorities and responsibilities of said committee.

Date: _____

Contra Costa County:
(Signature / Printed Name)

Deputy Sheriffs' Association (R&F Unit):
(Signature / Printed Name)

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